

– REQUEST FOR PROPOSAL –

Youth & Young Adult Mentoring, Peacekeeping, &
Library Use Interface Services

For the

Buffalo & Erie County Public Library

RFP # 1503VF

January 23, 2015

Responses Due: February 24, 2015 – 3:00 PM

BUFFALO & ERIE COUNTY PUBLIC LIBRARY
1 LAFAYETTE SQUARE
BUFFALO, NY 14203-1887

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SECTION 1 ADMINISTRATIVE AND CONTRACTUAL INFORMATION

1.01 RFP Purpose

The Buffalo & Erie County Public Library (B&ECPL), hereafter referred to as B&ECPL, seeks a qualified contractor to provide mentoring and peacekeeping services emphasizing youth/young adults as they interface with the Library on Library premises. The principal focus will be at the Central Library, 1 Lafayette Square, Buffalo, NY 14203. Use of these services at other outlets may be possible subject to need, funding and mutual agreement.

1.02 Issuing Office

This RFP is issued by the Buffalo & Erie County Public Library, which is responsible for the requirements specified in this RFP and for the evaluation of all proposals.

1.03 Organization

The Buffalo & Erie County Public Library is an independent educational corporation chartered by the University of the State of New York, State Education Department. The Library's governance is established by State Law, stipulating a fifteen member Board of Trustees appointed by the County Executive and approved by the Erie County Legislature. The Board of Trustees appoints a Director and Deputy Directors and is responsible for setting policy, approving the annual budget and ongoing expenditures.

1.04 Proposed Contract Term

The Library intends to enter into a contract with the successful proposer with an initial term beginning within one month of contract execution and ending June 30, 2016 (intended to cover the balance of the 2014-2015 and the 2015-2016 school years). Up to three renewals, July 1, 2016 – June 30, 2017; July 1, 2017 – June 30, 2018; and July 1, 2018 – June 30, 2019 may be undertaken based upon the services and rates identified herein and by mutual agreement.

1.05 Pre-submittal Conference

There will be a pre-submittal conference held for this Request for Proposal including the ability for prospective vendors to tour the Central Library and ask questions related to the proposal.

WHEN: Wednesday, February 4, 2015, 10:00 am
WHERE: Buffalo & Erie County Public Library
2nd Floor Administrative Offices Reception Area
Central Library
1 Lafayette Square, Buffalo, New York

CONTACT: If planning to attend please contact: Kenneth H. Stone, Deputy Director – CFO, stonek@buffalolib.org . Please reference Library RFP #1503VF in the Subject Line

All prospective vendors are strongly urged to participate in person. Onsite participation will be considered in the selection process. All expenses incurred for participation including, but not limited to travel, lodging and food are the sole responsibility of the vendor.

All inquiries concerning this RFP should be addressed to:

Kenneth H. Stone, Deputy Director – CFO
Buffalo and Erie County Public Library
1 Lafayette Square
Buffalo, New York 14203-1887
(716) 858-7170
FAX: (716) 858-6544
Email: stonek@buffalolib.org

1.06 Pertinent Dates

- A. Release of RFP: 01/23/2015
- C. Pre-Submittal Conference: 02/04/2015; 10:00am
- D. Closing Date for Inquiries: 02/11/2015
- E. Submittal of Proposals: 02/24/2015; 3:00pm Eastern Time
- E. Review of Proposals by Appointment (if needed): February-March 2015

1.07 Proposal Preparation

The proposal should follow the template contained in Section 2 of this RFP. Vendors should feel free to augment their responses with additional information as they deem appropriate. Failure to follow the prescribed format for responses may result in disqualification.

1.08 Submittal of Proposals

Interested vendors should submit three hard copies (one unbound) to the individual listed in Section 1.5 by 3 p.m. Eastern Time on the Submittal of Proposal date specified in Section 1.6. Submittal of an electronic version in its original format with the hard copy is desirable. Vendors have sole responsibility to assure that their proposals are received on time.

1.09 Conflict of Interest

- A. [1] No officer or employee of B&ECPL shall have an interest in any contract with the vendor, when such officer or employee, has the power or duty to
- (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment there under,
 - (b) audit bills or claims under the contract, or
 - (c) appoint an officer or employee who has any of the powers or duties set forth above, and
- [2] "Interest" as used herein means a direct or indirect pecuniary or material benefit accruing to an officer or employee of B&ECPL as the result of a contract with B&ECPL. An officer or employee of B&ECPL shall be deemed to have an interest in the contract of
- (a) his or her spouse, minor children and dependents, except a contract of employment with B&ECPL,
 - (b) a firm/organization, partnership or association of which such officer or employee is a member or employee,
 - (c) a corporation of which such officer or employee is an officer, director or employee and
 - (d) a corporation any stock of which is owned or controlled directly or indirectly by such officer or employee. New York State General Municipal Law §§ 800 - 801.

B. [1] The provisions of section 1.9 A. shall not apply to:

- (a) A contract with a person, firm/organization, corporation or association in which an officer or employee of B&ECPL has an interest which is prohibited solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract;
- (c) A contract with a membership corporation or other voluntary non-profit corporation or association;
- (g) A contract in which an officer or employee of B&ECPL has an interest if such contract was entered into prior to the time he or she was elected or appointed as such officer or employee, but this paragraph shall in no event authorize a renewal of any such contract;

- [2] (a) A contract with a corporation in which an officer or employee of B&ECPL has an interest by reason of stockholdings when less than five per centum of the outstanding stock of the corporation is owned or controlled directly or indirectly by such officer or employee;
- (b) A contract in which a municipal officer or employee has an interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under the contracts in which such person had an interest during the fiscal year, does not exceed the sum of one hundred dollars;
- (f) A contract with a member of a private industry council established in accordance with the federal job training partnership act (29 U.S.C.A. § 1501 et seq.) or any firm/organization, corporation or association in which such member holds an interest, provided the member discloses such interest to the council and the member does not vote on the contract. General Municipal Law § 802.

C. [1] Any officer or employee of B&ECPL who has, will have, or later acquires an interest in any actual or proposed contract with B&ECPL of which he or she is an officer or employee, shall publicly disclose the nature and extent of such interest in writing to the governing body thereof as soon as

he or she has knowledge of such actual or prospective interest. Such written disclosure shall be made part of and set forth in the official record of the proceedings of B&ECPL. Once disclosure has been made by an officer or employee with respect to an interest in a contract with a particular person, firm/organization, corporation or association, no further disclosures need be made by such officer or employee with respect to additional contracts with the same party during the remainder of the fiscal year.

- [2] Notwithstanding the provisions of section 1.9 C.[1], disclosure shall not be required in the case of an interest in the contract described in section 1.9 B.[2], above.

1.10 Non-Collusion

A. Each proposal shall also contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury.

- [1] By submission of this proposal, each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
- (a) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
 - (c) No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

1.11 Liability and Insurance Requirements

The Proposer must certify that the Proposer is an independent contractor and the Proposer's firm/organization, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of B&ECPL. The Proposer shall indemnify and hold B&ECPL harmless from any loss, liability, damage,

death or injury to any person or property, from any negligent or wrongful act or omission of the proposer, its agents, or employees, arising directly or indirectly as a consequence of any contract resulting should the proposal be accepted. The Proposer shall further indemnify, defend, and hold harmless the County of Erie, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Proposer or third parties under the direction or control of the Proposer

Should the proposal be accepted, Proposer agrees that no later than 14 days after notice of award:

Insurance shall be procured by the proposer before commencing work and maintained without interruption for the duration of the contract resulting from successful award, in the kinds and amounts specified in the attached "B&ECPL, Standard Insurance Requirements " and the attached "Erie County, Standard Insurance Requirements" unless modified by mutual agreement. If the insurance is not provided in acceptable form within this period of time or lapses during the contract period, then the Buffalo & Erie County Public Library may immediately terminate the contract.

1.12 Selection Process; General Criteria

- A. B&ECPL reserves the right to reject all proposals, waive minor irregularities, and/or call for new proposals.
- B. When evaluating the proposals submitted in response to this RFP, B&ECPL considerations include, but are not limited to, the following:
 - [1] The ability, capacity, and skill of the proposer to perform the contract or provide the service required.
 - [2] The approach/method of providing proposed services.
 - [3] The cost of proposed services.
 - [4] Level of minority/women participation in proposed workforce.
 - [5] The quality of performance of previous contracts or services.
 - [6] The ability of B&ECPL to negotiate a "not to exceed" contract with the most qualified proposer. It is understood should unforeseen work arise the cost of the work must be approved by the B&ECPL.

1.13 References and Interviews

The proposer is required to provide a minimum of three references including names, titles, addresses, and telephone, email and fax number of individuals who can be contacted for comment on the organization's capabilities and performance in areas related to those services requested in this RFP. In the event B&ECPL determines a personal interview is necessary prior to selection of a finalist, B&ECPL may elect to require references and/or interview finalists at the Central Library. All proposer expenses for travel to Buffalo associated with proposer interviews are to be borne exclusively by participating vendors and not by B&ECPL.

1.14 Notifications

Upon approval, the successful proposer will be notified in writing and a purchase/work order issued, or a contract shall be prepared by B&ECPL.

SECTION 2 REQUIREMENTS AND SUBMITTAL TEMPLATE

2.01 Detailed Requirements

The proposal must offer services that meet or exceed the following requirements: Central Library peacekeeping services* with a team of four (4) members trained in conflict resolution: 3 between the hours of 2pm-6pm and 1 on-site supervisor between the hours of 1pm-6pm, Monday-Friday on days when the Buffalo Public Schools are in session. Members will monitor the Central Library building both in & outside, keeping order and maintaining crowd control as well as helping to educate the young adults on proper library rules and behavior while using library services. The proposer will also provide mentoring services as needed during the same time period with trained Facilitators providing Life Management Skills. Proposer will identify the on-site supervisor who will serve as principal contact/coordinator responsible for administering and ensuring services are provided to the Library consistent with the terms of this proposal.

** Proposer's peacekeeping services will assist library security & staff where and when needed with the goal being to maintain a calm environment at the Central Library.*

The following template of proposer requirements and required information may be supplemented by additional information the proposer determines will be helpful to B&ECPL in determining the proposer's ability to perform the work outlined in this RFP.

2.02 Submittal Template

- A. Provide information about the firm/organization, the number of years in operation, number of employees, general financial information (non-profit organizations may provide a complete copy of their most recent IRS 990 filings), number of clients, and other pertinent information. Describe experience in providing the type of services requested in this RFP.

Response:

- B. Provide details summarizing the background and experience of key personnel proposed for this activity. For all other proposed staffing, describe the skills and training of personnel to be assigned. *[If the proposer intends to use subcontractor(s) for any portion of the proposed work, identify the work to be subcontracted and identify the firm/organization(s) along with a statement of their contact information and qualifications.]*

Response:

- C. Describe the approach/method to be used in providing the requested services. Confirm that they will meet or exceed the minimum requirements listed in Section 2.1.

Response:

- D. If the proposer and/or subcontractor(s) is a Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE), Proposers should include the Erie County certification letter with the proposal. If not, include a statement of the anticipated utilization of minorities as a percentage of the staffing to be utilized on this activity and the anticipated utilization of women as a percentage of the staffing to be utilized on this activity (note: the selected proposer must provide a statement of the actual utilization provided annually).

Response:

- E. The proposer is required to provide a minimum of three references including names, titles, addresses, telephone and email addresses of individuals who can be contacted for comment on the organization's capabilities and performance in areas related to those services requested in this RFP.

Response:

F. Fee Proposal the response below lists the fees that will constitute full compensation for services to be provided:

Fees for initial contract period (covering the balance of the 2014-2015 and the 2015-2016 school years):

Fee per day services are provided: \$ _____
Number of Team Members _____
(including on-site supervisor)
Team Members time on site _____ PM to _____ PM
On-site supervisor time in site _____ PM to _____ PM

Administrative fee(s):

General Admin and Insurances: \$ _____

Frequency Fee Applied _____
(e.g. quarterly, twice per year, once per year)

Fees for optional 1st contract renewal period (2016-2017 school year):

Fee per day services are provided: \$ _____
Number of Team Members _____
(including on-site supervisor)
Team Members time on site _____ PM to _____ PM
On-site supervisor time in site _____ PM to _____ PM

Administrative fee(s):

General Admin and Insurances: \$ _____

Frequency Fee Applied _____
(e.g. quarterly, twice per year, once per year)

Fees for optional 2nd contract renewal period (2017-2018 school year):

Fee per day services are provided: \$ _____

Number of Team Members _____
(including on-site supervisor)

Team Members time on site _____ PM to _____ PM
On-site supervisor time in site _____ PM to _____ PM

Administrative fee(s):

General Admin and Insurances: \$ _____

Frequency Fee Applied _____
(e.g. quarterly, twice per year, once per year)

Fees for optional 3rd contract renewal period (2018-2019 school year):

Fee per day services are provided: \$ _____

Number of Team Members _____
(including on-site supervisor)

Team Members time on site _____ PM to _____ PM
On-site supervisor time in site _____ PM to _____ PM

Administrative fee(s):

General Admin and Insurances: \$ _____

Frequency Fee Applied _____
(e.g. quarterly, twice per year, once per year)

2.03 Certifications

BY SIGNING THIS PAGE, PROPOSER CERTIFIES THAT:

THE PRICING IN SECTION 2.03 F CONSTITUTES THE ENTIRETY OF CHARGES TO THE LIBRARY;

PROPOSER FULLY COMPLIES WITH AND WILL CONTINUE TO COMPLY WITH SECTION 1.09 CONFLICT OF INTEREST REQUIREMENTS;

PROPOSER FULLY COMPLIES WITH AND WILL CONTINUE TO COMPLY WITH SECTION 1.10 NON-COLLUSION REQUIREMENTS; AND

PROPOSER, IF SELECTED, WILL COMPLY WITH SECTION 1.11 LIABILITY AND INSURANCE REQUIREMENTS

ATTACH ADDITIONAL PAGES FOR FURTHER EXPLANATIONS AS NEEDED.

PROPOSER FURTHER CERTIFIES THAT THE PERSON SIGNING THIS PAGE IS AUTHORIZED TO COMMIT THE PROPOSER TO THESE TERMS AND CONDITIONS AND BY SIGNING, DOES SO COMMIT THE PROPOSER TO THE PRICING SUBMITTED HEREIN AND TO ALL RESPONSES SUBMITTED TO ALL SECTIONS OF THIS RFP.

DATE

**AUTHORIZED REPRESENTATIVE
SIGNATURE**

NAME AND TITLE

ORGANIZATION NAME

ORGANIZATION ADDRESS

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS