

**International Institute of Buffalo**

**REQUEST FOR PROPOSAL (RFP)**

**TO CONDUCT**

**A County-wide Needs Assessment for at Risk and  
Trafficked Youth**

**February 25, 2019**

**Eva Hassett – Executive Director  
International Institute of Buffalo**

**864 Delaware Avenue, Buffalo NY 14209**

# **International Institute of Buffalo**

## **REQUEST FOR PROPOSALS (“RFP”)**

### **TO CONDUCT A COUNTY WIDE NEEDS ASSESSMENT FOR AT RISK AND TRAFFICKED YOUTH**

#### **I. INTRODUCTION**

The International Institute of Buffalo (the “Institute”) is currently seeking proposals from qualified agencies (“Proposer”) interested in conducting a county wide needs assessment to identify the strengths and gaps in services for trafficked youth and youth at risk of being trafficked. Proposers interested in providing this service are invited to respond to this request.

It is the Institute’s intent to select the Proposer that provides the best solution for the Institute’s needs.

The Institute reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the Institute. The Institute reserves the right to request additional information from any Proposer, and to award negotiated contracts to one or more Proposers.

This RFP is not intended and shall not be construed to commit the Institute to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The Institute will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

#### **II. FUNDING AND BUDGET**

A total of **\$10,000** is potentially available to complete this project, which will be completed in 2019.

The award is contingent upon the Proposer’s successful performance of project objectives. There is no planned renewal of services.

#### **III. PROPOSAL TIMEFRAMES**

The following schedule is for informational purpose only. The Institute reserves the right to amend this schedule at any time.

Issue RFP:	March 1st, 2019
Proposals Due:	April 1st, 2019
Selection Made:	April, 2019
Contract Signed:	Following all necessary Institute approvals.

#### **IV. GENERAL REQUIREMENTS**

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Specific instructions for the proposal format and content are outlined in Appendix A.
2. One (1) original of the Technical Proposal and Organizational Support and Experience sections shall be submitted. Proposals MUST be signed using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.
3. All Proposers submitting proposals must include one (1) original of the proposed budget and time task plan, including proposed hours worked and in-progress deadlines. Budget and time task plan should be included and signed as Appendix B.
4. Submission of the proposals shall be directed to:

Amy Fleischauer – Director of Survivor Support Services  
International Institute of Buffalo  
864 Delaware Ave  
Buffalo, NY 14209

All proposals must be delivered to the above office on or before April 1<sup>st</sup>, 2019 at 4:00 p.m. Proposals received after the above date and time will not be considered. The Institute is under no obligation to return proposals.

5. Requests for clarification of this RFP must be written and submitted to Amy Fleischauer at the above address no later than 4:00 pm on March 15<sup>th</sup>, 2019. No communications of any kind will be binding against the Institute, except for the formal written responses to any request for clarification.
6. Proposers may be required to give an oral presentation to the Institute to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
7. No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the Institute. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the Institute.
8. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of the Institute within the 12 months immediately prior to the proposal.

#### **V. SCOPE OF PROFESSIONAL SERVICES**

##### **REQUIRED A. Introduction:**

The International Institute of Buffalo seeks proposals from qualified community based agencies to conduct a comprehensive needs assessment of strengths and gaps in services for trafficked youth and youth at risk of trafficking across Erie County. The assessment will allow the Institute to more effectively set priorities and ensure partners have a shared understanding of community needs.

##### **B. Project Description:**

The Proposer will complete both a thorough needs assessment, and comprehensive report of findings for the Institute.

## **VI. STATEMENT OF RIGHTS**

### **UNDERSTANDINGS**

**Please take notice**, by submission of a proposal in response to this request for proposals, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the Institute;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the Institute for the required services;
- by submitting a proposal, the Proposer agrees and understands that the Institute is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the Institute, its officers, employees or agents, shall not be binding against the Institute, its officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Executive Director.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the Institute reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities or informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the Institute and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the Institute deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the Institute for the expenses of preparation. The Institute assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The Institute is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

## **EVALUATION**

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The Institute reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer's experience in performing the proposed services.
- The Proposer's financial ability to provide the services.
- Evaluation of the Proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer's projected approach and plans to meet the requirements of this RFP.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer.
- Proposers **MUST** sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the Institute to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the Institute. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the Institute.

## **CONTRACT**

After selection of the successful Proposer, a formal written contract will be prepared by the Institute and will not be binding until signed by both parties.

The award period will be for a one-year term, contingent upon the Proposer's successful implementation of the needs assessment and report.

## **INDEMNIFICATION**

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the Institute:

"The Proposer agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Institute, the Proposer shall indemnify and hold harmless the Institute, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

## **INTELLECTUAL PROPERTY RIGHTS**

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the Institute:

All deliverables created under this Agreement by the Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer hereby assigns to the Institute all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the Institute to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the Institute, if required, in perfecting these rights. The Proposer shall provide the Institute with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the Institute for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the Institute’s continued use of the deliverable, or to modify or replace it. If the Institute determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the Institute. The Proposer may retain copies of such records for its own use.

## **NON-COLLUSION**

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Institute employee, officer or official.

## **CONFLICT OF INTEREST**

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the Institute. Further, all Proposers must disclose the name of any Institute employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the Institute. The existence of a conflict shall be grounds for termination of a contract.

## **COMPLIANCE WITH LAWS**

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

## **EFFECTIVE PERIOD OF PROPOSALS**

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the Institute have to accept or reject the proposal under the terms proposed). Such period shall not be less than one hundred eighty (180) days from the proposal date.

## **PROPOSAL CONTENT**

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. Your proposal should include 2 sections (A & B).

## **APPENDIX A: TECHNICAL AND ORGANIZATION**

**Technical Proposal:** This section shall describe the approach and plans for accomplishing the work outlined in the Scope of The Service section. All proposals must be **limited to fifteen pages**.

1. RFP Coversheet
2. Clearly define how the mission of your agency encourages the delivery of comprehensive needs assessment.
3. Describe your agency's organizational capacity to conduct a successful assessment of gaps and available services for trafficked and at risk youth across Erie County, and provide a comprehensive report of findings.
4. Clearly identify the staff associated with the project: job titles, number of staff in each title, education, training, and experience requirements for each position title. Specify their role in conducting the needs assessment and developing subsequent report.
5. Describe your agency's ability to implement and staff the program in a timely manner, including provision of services, effective April 1, 2019.
6. Provide an overview of the service delivery plan
7. Describe how your agency monitors and verifies the accuracy and sufficiency of its billing system to assure all claims made are proper and that adjustment is sought when issues are identified.
8. Provide any other information that you feel would distinguish your organization's approach to the delivery of the requested services, including any prior experiences and successes.
9. Include the signed **Schedule A Proposer Certification**.

**Organizational Support and Experience:** This section shall contain all pertinent information relating to your organization, personnel and experience that would substantiate your qualifications and capabilities to perform the services required by the scope of the RFP.

1. A brief history and description of your organization. Provide a copy of your organization's most recent organizational chart and a letter of support signed by the CEO and the Board President.
2. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).
3. Provide resumes for all program staff who will be involved in completing this project.
4. If applicable, period of time your organization has been providing services/ programs in the community.
5. Provide any additional information that would distinguish your organization in its service to the Institute.

## **APPENDIX B: BUDGET/TIME TASK PLAN PROPOSAL**

This section shall contain all information related to the project costs and proposed timeline for completion.

1. Proposed budget
  - a. The amount of funding requested from the Institute for this proposed service.
  - b. The proposed service units. For this service, the billable unit of service is defined as hourly units of service cost.
2. Proposed timeline
  - a. Include what steps will be begun, in progress, and completion dates for the proposed course of work.
3. A single copy of the most current information, as noted below. *Note: these materials cannot be returned.*
  - a. Most recent audit report prepared by an independent CPA, including agency management letter
  - b. Listing of Officers and Board of Directors
  - c. Evidence of current IRS determination as a 501©(3) organization, if applicable

**International Institute of Buffalo RFP COVERSHEET**

Name of Organization:	
Organizational Mailing Address:	
Executive Director:	
Executive Director's Phone Number:	
Executive Director's Email:	
Agency Contact Person:	
Contact Person's Phone Number:	
Contact Person's Email:	
Agency Website:	
Federal Employer ID# (FEIN):	
Is agency debarred/suspended from receiving funds/doing business with the Federal government?	
Please provide DUNS #, if available:	
Is agency a non-profit or unit of government?	
If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such:	
If non-profit, please provide roster of agency's volunteer board:	Please provide attachment
Copy of agency's most recent annual audit:	Please provide attachment
Name, title, and department of any employee or officer who was an employee or officer of the Institute within the 12 months immediately prior to this application:	



**SCHEDULE "A"**

**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the International Institute of Buffalo ("Institute"). Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the Institute for the required services. The undersigned agrees and understands that the Institute is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the Institute, its directors, officers, employees or agents unless an agreement is signed by the Executive Director.

It is understood and agreed that the Institute reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the Institute reserves all rights specified in the Request for Proposals (RFP).

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the Institute is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

---

*Proposer Agency Name*

By:

---

*Name and Title*