



**City of Albany, New York  
Albany Police Department**

**REQUEST FOR PROPOSALS  
FOR  
PARTICIPATION IN A  
*Juvenile Justice Mobile Response Team***

RFP No. 2012-04  
March 28, 2012

**SECTION 1: PURPOSE**

- 1.1 The City of Albany hereby requests proposals from qualified agencies or teams of agencies to collaborate on a Juvenile Justice Mobile Response Team in the City of Albany, New York. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

**SECTION 2: PROJECT DESCRIPTION**

- 2.1 The City of Albany Police Department (APD) is seeking proposals from interested and qualified community-based organizations to collaborate with the Albany County Probation Department in the creation of a Juvenile Justice Mobile Response Team (JJMRT) to be available Monday through Friday (including Holidays) from 9:00am to 1:00am to assess and evaluate individuals charged with Juvenile Delinquency at the point of arrest. The full JJMRT will consist of an Albany County Probation Officer, acting as team leader, working along with professionals from community-based organizations who are trained and certified in providing the Youth Assessment and Screening Instrument (YASI) and the Risk Assessment Instrument (RAI) to screen all youth in police custody who may be charged with Juvenile Delinquency. The screening will allow the JJMRT to make recommendations to help the Albany Police Department determine; pre-arrest diversion, referral to interventions and services to reduce recidivism, arrest and intake diversion, arrest and referral to Family Court, and pre-arraignment placement in detention.

**SECTION 3: RECEIPT OF PROPOSALS**

- 3.1 Ten (10) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed – Juvenile Justice Mobile Response Team, Albany, New York" no later than **Wednesday, April 18, 2012 by 3:00 p.m.** at the following address:

Attn: Michelina C. Wojton,  
Assistant Corporation Counsel  
Corporation Counsel's Office  
City Hall, Room 106  
24 Eagle Street  
Albany, New York 12207

- 3.2 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 3.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any agency or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 3.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 3.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.
- 3.6 The City of Albany reserves the right to award the work, in whole or in part, to one or more agencies and individuals.
- 3.7 The City of Albany reserves the right not to award any or all of the work detailed in this document.
- 3.8 Any award of the work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

#### **SECTION 4: QUALIFICATIONS OF PROPOSER**

- 4.1 Each proposer shall provide a statement of qualifications including:
  - a. A brief history and description of the Agency(s) submitting the proposal.
  - b. Identification of the professional staff members from the Agency(s) who will be assigned to this project if the proposal is selected. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this project if the proposal is selected.
  - c. At least three (3) references, including contact names, addresses, and telephone numbers.
  - d. A signed cover letter from a person within the Agency(s) who is authorized to make representations on behalf of the Agency(s) and to bind the Agency(s).
  - e. A comprehensive description of the experience of the Agency(s) in similar projects and specific experience in working with youth, the Albany Police Department, and the Albany County Probation Department.
  - f. Any additional information which would serve to distinguish the Agency(s) from other agencies submitting proposals such as examples of work on projects similar to the project contemplated by this RFP, any special expertise or experience of the Agency(s), etc.

- 4.2 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data subsequently requested by the City of Albany for this purpose.

## **SECTION 5: SCOPE OF SERVICES**

The Agency(s) shall provide the following services:

### 5.1 Provide JJMRT Staffing/Personnel

- a. The selected Agency and/or team of Agencies will be held out to be Independent Contractors under the terms of the contract with the City and will be responsible for providing all personnel necessary to provide all of the services requested herein. The selected proposer(s) shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Contract for the services to be performed.
- b. The selected proposer(s) shall renew licenses or certifications pursuant to applicable local, state and federal laws or rules. Proposer(s) shall submit along with their proposal copies of all current licenses or certificates required for the delivery of services requested herein.
- c. The Agency(s) shall provide the following staff to provide services under the terms and conditions of this Contact:
  - o At least two (2) Mobile Response Team Screeners with the following minimum qualifications:
    - Shall possess a high school diploma or its equivalent and two (2) years experience working with youth.
    - Screeners are responsible for conducting screening activities using forms and procedures provided by APD, and Screeners shall communicate with other response team members regarding recommendations for the youth's outcome.

### 5.2 Provide Point of Contact/Team Liaison

- a. Proposer(s) shall ensure the provision of a team liaison whose duties shall include, but not be limited to:
  - o Acting as the point of contact for initiating JJMRT assembly
  - o An identified liaison for coordination with the Albany Police Department Youth Aide regarding information and reporting

### 5.3 Provide JJMRT Screening

- a. When a call is made to the selected proposer(s), the selected proposer(s) shall provide at least two (2) screeners to respond to the referral source within 30 minutes by personal appearance.
- b. The Screeners, along with an Albany County Probation Officer as the Team Leader, shall conduct a face-to-face interview with the youth and his/her parent(s)/legal guardian(s) and gather information through completion of the Youth Assessment and Screening Instrument (YASI) and the Risk Assessment Instrument (RAI) to assess risk levels and service needs in order to develop a recommendation to the Albany Police Department regarding arrest determination
- c. Screeners shall complete this screening process and provide recommendations within three (3) hours of the initial call for JJMRT assembly. When screening exceeds three (3) hours, the Screeners shall maintain documentation of the reason(s) for the extended time.
- d. The Screeners shall contact the victim(s) and the complainant or arresting officer by telephone in order to solicit their input and recommendations or document the attempted contact. Contacts shall be made or attempted by the Screeners prior to the submission of a recommendation to the Albany Police Department
- e. Through screening of the youth with the YASI and RAI, the selected Proposer shall recommend whether the youth meets criteria for:
  - o Pre-arrest diversion;
  - o Referral to a community-based agency for services;

- Referral to the Albany County Probation Department;
  - Referral to Family Court;
  - Release to his/her parent(s)/legal guardian(s)/responsible adult(s).
- f. The completed YASI and RAI assessments shall be delivered to the Albany Police Department within 48 hours.

#### 5.4 Provide Data

- a. Proposer(s) shall provide appropriate data and information to program research partner, The State University of New York at Albany.

### **SECTION 6: WORK PROPOSAL**

- 6.1 Address the Scope of Services referenced in Section 5 above, including a detailed work plan and project approach.

### **SECTION 7: COST PROPOSAL**

- 7.1 Provide the proposed total not to exceed cost for providing all of the services set forth in Section 5. Proposer shall also submit a schedule of hourly fees for all personnel assigned to this engagement and itemize any and all additional costs.
- 7.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. However, please note that the proposer will not be reimbursed for mileage expenses, tolls, telephone expenses, or fringe benefits. The proposal must provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.
- 7.3 The selected proposer shall submit itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the City of Albany in order to process payment and meet reporting and payment requirements of the DCJS Front End Juvenile Justice System Reform Grant.

### **SECTION 8: CONTRACT**

- 8.1 The selected proposer(s) will be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement is available upon request. The contract period for the services contemplated by this RFP will be one (1) year commencing on or about **May 1, 2012**. The City shall have the option to extend the agreement for two (2) additional one-year periods, upon budget approval. The City will also have the right to terminate the agreement, with or without cause, upon thirty (30) days written notice.

### **SECTION 9: PROPOSAL EVALUATION**

- 9.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 9.2 Proposals shall be examined and evaluated by the City of Albany to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:
- \* Proposer's demonstrated capabilities, professional qualifications, and related experience.
  - \* The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
  - \* Total proposed cost.
  - \* Completeness of the proposal.

- 9.3 The selection of a proposal will not be based solely on a monetary evaluation. There will also be an evaluation of each proposer's understanding of the work required and approach to this project with considerable weight being given to experience in the areas required and the track record of each proposer.
- 9.4 Proposals that include multiple agency collaborations may be given preferential consideration.

#### **SECTION 10: ALTERNATIVES**

- 10.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

#### **SECTION 11: INDEMNIFICATION**

- 11.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

#### **SECTION 12: RFP CLARIFICATION**

- 12.1 All inquiries with respect to this Request for Proposals shall be directed to Assistant Chief Brendan Cox, City of Albany Police Department at the following address:

Attn: Det. Lt. Brian Hogan  
City of Albany  
Police Department  
165 Henry Johnson Boulevard  
Albany, New York 12210  
Tel.: (518) 462-8013  
Fax: (518) 434-5528

- 12.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced in Section 12.1 above. Replies will be issued by addenda mailed (via U.S. postal service, personal delivery, or e-mail) to the party submitting the inquiry(ies) and all questions and answers will be posted on the City's website at <http://www.albanyny.org/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda and posted on the City's website will be binding. Oral or other interpretations or clarifications will be without legal effect.

#### **SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS**

- 13.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 13.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal. Thereafter, that proposer may be disqualified from further proposal on the work.

## SECTION 14: INSURANCE AND SECURITY REQUIREMENTS

14.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than three million dollars (\$3,000,000.00) per occurrence.
- (c) **Errors and Omissions Insurance:** A policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
- (d) **Automobile Liability Insurance:** A policy or policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting there from, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.
- (e) **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000.

14.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:

- (a) The City of Albany is named as an additional insured on a primary and non-contributing basis.
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany.
- (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany is given sixty (60) days written notice to the contrary.

14.3 No work shall commence under the contract until the selected proposer has delivered to the City of Albany or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the City, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

## SECTION 15: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT

15.1 Each proposer shall complete and submit with its, his, or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on the two (2) pages that follow this page.

**NON-COLLUSIVE PROPOSAL CERTIFICATE**  
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and 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 penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the 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;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) 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 bid for the purpose of restricting competition.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name and title)  
(printed name and title)

\_\_\_\_\_  
(name of firm)

**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he/she is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_