



**ERIE COUNTY**

**REQUEST FOR PROPOSAL (RFP)**

**TO PROVIDE**

**After-Hours Homeless Services**

**RFP # 1525VF**

**July 3, 2015**

**Judith Kolmetz, Coordinator of Quality Assurance**  
**Erie County Department of Social Services**

**EDWARD A. RATH COUNTY OFFICE BUILDING**  
**95 FRANKLIN STREET**  
**BUFFALO, NEW YORK 14202**

**COUNTY OF ERIE, NEW YORK**

**REQUEST FOR PROPOSALS (“RFP”) # 1525VF**

**to Provide AFTER HOURS SERVICES TO THE HOMELESS**

**I. INTRODUCTION**

The County of Erie, New York (the “County”) is currently seeking proposals from qualified agencies (“Proposer”) interested in providing After Hours Homeless Services. Proposers interested in providing this service are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs.

The County 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 County. The County 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 County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County 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 **\$95,000** is potentially available for the requested services for 2016.

The award is subject to annual contract renewal, contingent upon the Proposer’s successful performance of project objectives and the continued need and desire for such services as articulated by Erie County DSS. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose. All contract appropriations are subject to Legislative approval.

Future awards will be dependent on available funds and subject to the demonstrated fiscal and programmatic stability of the applicant agency, as well as their meeting all of the ECDSS requirements. More than one provider may be selected for funding for 2016.

*Note: By Executive Order from the NYS Governor and the Erie County Executive, administrative costs may not exceed 15% of the requested funds. Lower Administrative costs will be favored when rating proposals. Erie County seeks to move in the direction initiated by New York State to keep administrative costs at this level or below.*

**III. PROPOSAL TIMEFRAMES**

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

Issue RFP:	July 3, 2015	
Bidder’s Conference:	July 9, 2015	from 10:45 am to 11:15pm 95 Franklin Street, room 805 Buffalo, NY 14202

Proposals Due:	July 31, 2015
Selection Made:	August 2015
Contract Signed:	Following all necessary County 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 and five (5) copies 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 and one (1) copies of the Budget/Cost Proposal packet, separate from the Technical Proposal and Organizational Support and Experience sections. All Appendix B budget attachments must be completed and included in the cost proposal.
4. Submission of the proposals shall be directed to:

Judith Kolmetz  
Erie County Department of Social Services  
95 Franklin Street, Room 865  
Buffalo, NY 14202

All proposals must be delivered to the above office on or before July 31, 2015 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

5. Requests for clarification of this RFP must be written and submitted to Judith Kolmetz at the above address, or at Judith.Kolmetz@erie.gov no later than 4:00 pm on July 8, 2015. No communications of any kind will be binding against the county, except for the formal written responses to any request for clarification.
6. Proposers may be required to give an oral presentation to the County 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 County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
8. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.
9. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

10. Certified Minority Business Enterprise/ Women’s Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.
11. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.
12. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
13. All proposers must provide a list of at least 3 references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered.
14. All proposers must provide a list of all prime contractors and subcontractors that their agency does business with.

**V. SCOPE OF PROFESSIONAL SERVICES REQUIRED**

**A. Introduction:**

The Erie County Department of Social Services (ECDSS) is mandated by state and federal regulations to provide assistance to our county’s most vulnerable members. ECDSS responds to the needs of Erie County’s homeless population in a variety of ways. The challenge is meeting a need that does not recognize a Monday – Friday, 9-5 schedule. During non-business hours, ECDSS relies on community partner agencies to act on their behalf in arranging for emergency housing assistance to the homeless population of Erie County.

**B. Program Information:**

**Target Population:**

Those requesting emergency housing assistance are low-income individuals who lack a support network of family and friends that are able to provide them with short-term assistance. Eligible individuals fall below a poverty standard set by New York State and the federal government.

**Project Description:**

The services to be provided include but are not limited to:

1. **Assessment** - Staff must be trained and competent in interviewing and assessing the needs of individuals, to determine if an emergency situation exists. Staff must be able to explore all housing options with clients prior to placement.
2. **Eligibility Determination** - Staff must adhere to the ECDSS guidelines for providing housing services. Staff must refer to daily communications with ECDSS to verify whether each individual requesting service either:
  1. has already requested services with ECDSS
  2. is on a sanction or is otherwise not eligible for housing services
  3. has previously received After Hours services and has not appeared at ECDSS to complete the eligibility process

**ECDSS has the final authority to determine an individual’s eligibility for services.**

ECDSS reserves the right to refuse payment for individuals that appeared on a daily communication list as ineligible immediately prior to placement.

3. **Arranging for shelter/transportation** - Staff must contact local shelters to arrange for placement. If all shelters are full, staff must follow ECDSS protocol for placing clients in approved hotels. If necessary, staff must arrange transportation for clients.
4. **Completing the proper paperwork for placement** - Staff must complete necessary paperwork and guarantee payment to the shelter/hotel as appropriate. All assistance provided to clients of ECDSS must be properly documented.
5. **Advising client of need to report to ECDSS on the next business day** – Staff must be trained to advise applicant/recipient of their requirement to report to ECDSS, and what documentation they will need to bring with them.
6. **Reporting to ECDSS** – Staff must work with ECDSS to best serve the individuals in their care. This involves contact in the morning to follow-up with the previous night’s applicants, faxing copies of the previous night’s intake questionnaires to ECDSS, and contact in the afternoon to prepare for the evening/weekend/holiday ahead. ***Without proper documentation, ECDSS will not be able to make payment on a case.***

A monthly report will also be required of the awardee. This report will be provided to them. It will capture basic information about the individuals that are being served in the after-hours program.

7. **Case Management Services**- The successful proposing agency must provide case management services to the individuals served in the after-hours program. This involves meeting with them the following morning, primarily at ECDSS office, to assist with apartment searches, DSS applications, linkages to other community services, etc. ***Documentation of case management services provided to each individual served will be required on the monthly reports submitted to ECDSS.***

**C. Projected Outcomes:**

It is understood that although a number of factors may relate to a defined outcome, ECDSS is requiring that indicators for identified goals be included in the design of the service. The Erie County Department of Social Services has identified the following goals as being consistent with this Request for Proposals:

1. Each applicant that contacts the proposer agency will receive a timely and appropriate assessment of their emergency housing needs.

TARGET: 100%

2. Each applicant that contacts the proposer agency will be checked against the daily log sent to the proposer agency by ECDSS at the end of each business day to verify eligibility for After Hours Service.

TARGET: 100%

3. Each applicant that receives emergency housing services will be counseled on the need to report to the Erie County Department of Social Service first thing in the morning of the next business day.

TARGET: 100%

4. The proposer agency will send a copy of the intake information sheet for each recipient of emergency housing services to ECDSS the following morning.

TARGET: 100%

5. Each applicant that receives emergency housing services from the proposer agency will receive follow-up case management services the following business day.

TARGET: 100%

6. The proposer agency will send daily and monthly reports to ECDSS.

TARGET: 100%

Monthly reports must include:

- a. The name and general circumstance of each applicant requesting this service. Additional demographic information should be included, such as whether the applicant was a:
  - single woman
  - single man
  - a family with children
  - a couple without children
  - a teenager
- b. Whether each applicant was determined eligible to receive this service.
- c. Whether each applicant was denied service, and the reason for the denial.
- d. Whether each applicant was diverted from needing services
- e. Where each applicant was referred to:
  - a shelter
  - a hotel
  - an alternative arrangement (family, friends)
- f. A description of the case management follow-up services provided to each of the applicants.

#### **E. Agency Experience and Qualifications**

The successful proposer will demonstrate the following elements inherent in their delivery of services:

1. **Around-the-Clock Availability:** Emergencies can happen at any time of the day or night. Since this service is intended to provide coverage when ECDSS offices are closed, the successful proposer must provide service during the following time periods:

- |   |                      |               |
|---|----------------------|---------------|
| - | 4:00 p.m. – Midnight | Monday-Friday |
| - | Midnight- 8:00 a.m.  | Monday-Friday |
| - | Saturday and Sunday  | all hours     |
| - | All County Holidays  | all hours     |

They must also have staff that work with ECDSS during normal business hours to ensure that clients are linked to appropriate programs and services, with availability by telephone, e-mail, and fax.

2. **Qualified, Trained Staff:** the successful proposer will have staff members that are trained in handling housing emergencies. They will possess effective interviewing skills that will assist them in assessing the applicant's actual needs, to ensure a true crisis exists. They will be skillful in helping clients explore all other housing options, including family, friend, and community supports. Staff members must be knowledgeable of ECDSS programs and eligibility guidelines, and the successful proposer will employ case managers that follow-up with ECDSS and the applicant to ensure customers are linked with appropriate services *after* the emergency need is met.

3. **Regular Communication with ECDSS:** the successful proposer must have a dedicated staff person who is tasked with providing follow-up work with ECDSS for all clients served, as well as preparation work for the next after-hours session. Communication must be available by telephone, e-mail, and fax.
4. **Broad Network of Community Resources:** the successful proposer must have access to a broad array of local shelters, hotels, cab services, and utility companies that can be utilized to alleviate a customer's housing crisis until a more permanent solution can be determined.
5. **Ability to handle the volume of customers seeking assistance:** the successful proposer must have a sufficient number of staff members available at any given time to meet the demand for emergency assistance in a prompt manner, particularly if their business involves services other than those provided to ECDSS.
6. **Accountability:** the successful proposer must have the resources in place to keep accurate records of services performed, and to bill the County according to the requirements and limits of the contract.

ECDSS will require a **daily summary** and a **monthly report** of all individuals served.

Payment will not be processed for services rendered if ECDSS does not receive appropriate documentation regarding the services within the time frame designated in the contract.

**NOTE:** the successful proposer must abide by the rule that ECDSS has the final authority regarding who may be placed. ECDSS reserves the right to refuse payment for services rendered when ECDSS advised the After Hours agency previously that the individual placed was not eligible for services.

7. **Reliability:** the successful proposer must be able to assure ECDSS that the services ordered will be delivered as agreed, in a professional and prompt manner.
8. **Accessibility:** the successful proposer must be accessible to the staff of ECDSS, so that information can be easily exchanged. This involves access via phone, fax, and email, with timely responses to messages.

The successful proposer must also be accessible to the public, so that clients with emergencies can reach them easily. This includes having a plan to serve clients with limited English proficiency.

9. **Confidentiality:** the successful proposer must be able to assure ECDSS that any and all information obtained while providing services will be used only to assist individuals in meeting their needs, and for no other purpose. This information can and must be shared with the Erie County Department of Social Services, however, as the successful proposer will be acting *on behalf of* ECDSS. In any other context, the information must remain strictly confidential, in accordance with current state, federal, and local laws and regulations.
10. **Quality Assurance/Improvement:** the successful proposer must have an internal system of performance monitoring to ensure the quality of services being performed. The successful proposer will have a system in place to utilize data collected from this monitoring to improve program delivery methods as needed.

The successful Proposer will:

- Demonstrate the ability to provide the service, effective 1/1/16

## 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 County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County 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 County, its elected officials, officers, employees or agents, shall not be binding against the County, its elected officials, 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 Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County 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 County 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 County 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 County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;
- The County 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 County 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 County 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 County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## **CONTRACT**

After selection of the successful Proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR IF NECESSARY THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The award period will be for a one-year term, with the option to renew for two additional one-year terms, subject to annual contract renewal, contingent upon the Proposer’s successful implementation of the program, data collection, monitoring, goal attainment, and compliance with required reporting. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose.

## **INDEMNIFICATION AND INSURANCE**

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

“In addition to, and not in limitation of the insurance requirements contained herein the Proposer agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, 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.

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

## **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 County:

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 County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the County 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 County's continued use of the deliverable, or to modify or replace it. If the County 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 County. The Proposer may retain copies of such records for its own use.]

NOTE: All contracts executed by the Erie County Department of Social Services will be posted electronically on the Department's website.

## **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 the County of Erie, 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 County 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 County. Further, all Proposers must disclose the name of any County 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 County. 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.

## CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

### **“NOTICE**

**The data on pages \_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the Proposer’s competitive position.**

**The Proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”**

### **and**

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " **\* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

**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 County 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.

**APPENDIX A:**  
**PROPOSAL FORMAT AND 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 3 sections. Section 1 and 2 (below) should be submitted in one packet. **Section 3 (Budget/Cost Proposal) should be submitted in a separate envelope.**

- A. **Section 1 - Technical Proposal.** This section shall describe the approach and plans for accomplishing the work outlined in the Scope of The Service section.
- B. **Section 2 - 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.
- C. **Section 3 – Budget/Cost Proposal.** This section shall contain all information related to the project costs.

**Specific instructions** regarding the structure of each section are described below.

**Section 1 – Technical Proposal:** all proposals must be **limited to fifteen pages.**

- 1. Clearly define how the mission of your agency encourages the delivery of the proposed services.
- 2. Describe your agency’s organizational capacity to maintain a successful operation that is consistent with the outcomes of this RFP.
- 3. 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 providing the services and supervision protocols.
- 4. Describe your agency’s ability to implement and staff the program in a timely manner, including provision of services, effective January 1, 2016.
- 5. Provide an overview of the service delivery plan, including but not limited to:
  - target population and geographic areas to be served
  - specialized services and resources
  - plans to meet the needs outlined in the RFP
  - days and hours of service availability
  - time frames for intake and engagement
  - termination protocols
  - capacity for service
  - accommodation of those with special needs, including language translation and cultural differences
  - location(s) of service
- 6. Describe your proposed approach to program evaluation and reporting to ECDSS. Clearly define how this project will meet the performance targets associated with this RFP, including follow-up, as well as how you will monitor compliance, outcome based performance and implement a plan for quality improvement. Specify how poor performance will be addressed when requested by ECDSS or when the outcomes of the program fail to be achieved.
- 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.**
- 10. Include the signed **Erie County Equal Pay Certification** form.
- 11. Disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.

12. List all contractors and subcontractors that your agency does business with (not to include all vendors that supply your agency with goods, but other agencies or providers that are contracted to provide services to or on behalf of your agency).

**Section 2 - Organizational Support and Experience:**

1. A brief history and description of your organization. Provide a copy of your organization's most recent organizational chart.
2. Give the name and title of person(s) authorized to bind the Proposer, with their e-mail address, the main office address, and the telephone number (including area code).
3. Provide resumes for all program staff, including administrators, program supervisors, direct service staff and aides.
4. If applicable, period of time your organization has been providing services/ programs in the County community and date your organization was established as a 501(c)(3) not-for-profit entity.
5. List Federal Employee Identification Number and/or Not-for Profit 501(c)(3) numbers.
6. Provide 3 references from other agencies for whom you have provided this or a similar service, with contact information.
7. Provide any additional information that would distinguish your organization in its service to Erie County.

**Section 3- Budget/Cost Proposal:** all Proposers must use forms provided and **submit in a separate envelope.**

1. All Budget forms in this RFP as **Appendix B.**
  - a. The amount of funding requested from ECDSS for this proposed service.
  - b. The proposed number of service units. For this service, the billable unit of service is defined as the number of individuals served who present with an emergency need in a given month.
  - c. A clear distinction of administrative costs from direct service program costs. Include a description of in-kind goods or services dedicated to the goals and deliverables.

Administrative overhead may not exceed 15% of the total annual budget. Agencies that offer administrative overhead at a lower rate will have their proposals scored accordingly based on the criteria used above for awarding these contracts.

2. A single copy of the most current information, as noted below. *Note: these materials cannot be returned.*
  - Most recent Audit report prepared by an independent CPA, including agency management letter
  - Listing of Officers and Board of Directors
  - Evidence of current IRS determination as a 501(c)(3) organization, if applicable

**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 County of Erie (the "County") and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County 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 County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County 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 County reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance Certificate (example on pp. 25-26 of this RFP), and that it will be complete and acceptable to Erie County.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County 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.

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*Proposer Agency Name*

By:

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*Name and Title*

## Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

\_\_\_\_\_  
Signature

### Verification

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

A)

\_\_\_\_\_, being duly sworn, states he or she is the owner of (or a partner in) \_\_\_\_\_, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

\_\_\_\_\_, being duly sworn, states that he or she is the Name of Corporate Officer \_\_\_\_\_, of \_\_\_\_\_, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_

**ERIE COUNTY, NEW YORK  
2016 SOCIAL SERVICES FUNDING APPLICATION  
APPENDIX B – FISCAL**

**FOR RFP #: 1525VF**

**I. GENERAL INFORMATION**

- a) Legal Name of Organization \_\_\_\_\_
- b) Other Name (if used) \_\_\_\_\_
- c) Address of Organization \_\_\_\_\_  
Street \_\_\_\_\_  
City/State/Zip \_\_\_\_\_
- d) Contact Person \_\_\_\_\_  
Name/Title \_\_\_\_\_
- Address \_\_\_\_\_  
Street \_\_\_\_\_  
City/State/Zip \_\_\_\_\_
- Phone Number \_\_\_\_\_
- 
- 

**II. FINANCIAL INFORMATION**

- a) Payee Name of Organization  
(if different than Legal Name) \_\_\_\_\_
- b) Financial Contact Person \_\_\_\_\_  
Name/Title \_\_\_\_\_
- Address \_\_\_\_\_  
Street \_\_\_\_\_  
City/State/Zip \_\_\_\_\_
- c) Organization's Fiscal Year \_\_\_\_\_  
Start date - End date \_\_\_\_\_
- d) Federal Employee Identification Number \_\_\_\_\_
- e) Not-For-Profit Number \_\_\_\_\_
- f) Amount of Funding Request to ECDSS  
for this proposed contract \$ \_\_\_\_\_
- g) FY of Request \_\_\_\_\_  
Start date - End date \_\_\_\_\_

**APPENDIX B – FISCAL**

**III. SUPPLEMENTARY APPLICATION INFORMATION**

Provide a separate envelope or folder which includes one copy of the most current information as noted below. These materials cannot be returned.

- Most recent Audit report prepared by an independent CPA
- Listing of Officers and Board of Directors
- Most recent Management Letter

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**IV. CERTIFICATION**

The undersigned certifies that he or she is a principal officer of the applicant organization and has knowledge of, and certifies that the information contained herein is complete and accurate.

Furthermore, the undersigned certifies that the applicant sponsored programs, services and activities are available to the general public, advertised as such, and not subject to discrimination based on sex, race, creed, religion or national heritage.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME/TITLE

## Appendix B - Fiscal Calculations

AGENCY: \_\_\_\_\_

FUNDING PERIOD: \_\_\_\_\_

RFP # and NAME: \_\_\_\_\_

The Fiscal Calculation pages request information in the following tables:

- 1) Summary Funding Request - To be completed from information provided in tables 2-7.
- 2) Direct Program Operating Expense
- 3) Administrative Overhead
- 4) Revenue
- 5) Rate Calculation (If applicable)
- 6) Detailed Direct Program Staffing Expense
- 7) Detailed Administrative Staffing Expense

The budget is an accounting of cash expenditures only. It must not include any in-kind contributions or donations, or the cash value thereof; however, cash donations must be included in this cash expenditure budget.

Budget and financial information will be utilized to evaluate the cost effectiveness of your RFP and for comparison to other agency responses. Please note that final awarded contracts may request more detailed information.

This form as an Excel file is available upon request in the DSS Fiscal Management Office to Necole Ervin at 858-6099, or via e-mail at [necole.ervin@erie.gov](mailto:necole.ervin@erie.gov).

### 1) SUMMARY FUNDING REQUEST (Derived from the detailed information in tables 2-7.)

Indicate in the columns below a summary of the total program budget requested for this RFP. Comparative prior year funding information should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

PROGRAM COST	Current Contract	Proposed Budget
<b>Total Direct Salary and Fringe Benefits</b>		
<b>Total Direct Operating Expense</b>		
<b>Total Administrative Overhead</b>		
<b>TOTAL PROGRAM COSTS</b>		
REVENUE	Current Contract	Proposed Budget
<b>County Funding</b>		
<b>In-kind Donations</b>		
<b>Donated Funds</b>		
<b>Other Revenue</b>		
<b>Other Revenue</b>		
<b>TOTAL REVENUE</b>		
<b>NET (Revenue minus Expense)</b>		

**2) DIRECT PROGRAM RELATED EXPENSE**

Indicate all expense items related to the direct provision of client services, **cash expenditures only**. It must not include any in kind contributions or donations, or the cash value thereof; however, cash donations must be included in this cash expenditure budget.

<b>DIRECT PROGRAM EXPENSE</b>	<b>Current Contract</b>	<b>Proposed Budget</b>
<b>Direct Program Staffing (Staffing Table 6)</b>		
Salaries, Wages		
Total Fringe Benefits		
<b>Subtotal Salary and Fringe Benefits</b>		
<b>Direct Operating Expense</b>		
Employee travel/mileage		
Employee Training		
Maintenance and repairs		
General program related supplies		
Maintenance and repairs		
Phones		
Utilities		
Equipment: (List items)		
Contracted Client Services: (List contracts)		
Contracted Services Not Client Related (List contracts)		
Other:		
<b>Subtotal Direct Operating Expense</b>		
<b>TOTAL DIRECT PROGRAM COSTS</b>		

### 3) ADMINISTRATIVE OVERHEAD

Administrative Overhead cannot exceed 15% of the total Direct Service Program Budget. Detail cash expenditures only.

<b>Administrative Overhead</b>	<b>Current Contract</b>	<b>Proposed Budget</b>
<b>Staffing</b>		
Salaries, Wages		
Total Fringe Benefits		
<b>Subtotal Administrative Salary and Fringe Benefits</b>		
<b>Administrative Operating Expense</b>		
Employee travel/mileage		
Employee Training		
Maintenance and repairs		
General program related supplies		
Phones		
Utilities		
Equipment (List items)		
Contracted Services Not Client related (List contracts)		
Other:		
<b>Subtotal Administrative Operating Expense</b>		
<b>Total Administrative Overhead</b>		
<b>Total Direct Program Costs</b>		
<b>Administrative Expense as Percent of Program Cost</b>		

**4) REVENUE**

Detail below all revenue sources directly related to the total proposed program.

<b>Revenue</b>	<b>Current Contract</b>	<b>Proposed Budget</b>
Total Funds Requested from the County		
In-kind Donations (List in-kind donations specific to this proposal:)		
Total In-Kind:		
Cash Donated Funds -(Indicate Source):		
Total Cash Donated Funds:		
Other Funding Source:		
Total Other Sources:		
<b>Total Revenue</b>		

**5) RATE CALCULATION (If applicable)**

Detail below all revenue sources directly related to the total program expense.

<b>Rate Calculation</b>	<b>Current Contract</b>	<b>Proposed Budget</b>
A. Total Program Cash Expenditures (Direct plus Admin. Overhead)		
B. Flex Funds (Applies to traditional and specialized preventive services and may not apply for all contracts.)		
C. Cash Donated Funds		
D. Amount payable through this proposal (A+B-C)		
E. In-kind Donations		
F. Total Donated, Cash and In-kind (C+E)		
G. Number of Proposed Units of Service		
H. Hourly Unit of Service Cost ((D-B)/G)		



**7) STAFFING REVIEW - Administrative**

In the following columns list all administrative staff. Indicate full or part time employees. Include all Full and Part-Time Executive, Administrative Support and Clerical Staff who do not provide Direct Client Service and Service Supervision. Comparative prior year staffing levels should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

Administrative Staff	Current Contract			Proposal		
	% of Time	Current Salary	Current Period Cost	% of Time	Proposed Salary	Total Proposed Cost
Full Time Position Title:						
Part Time Position Title:						
<b>Total Salary:</b>						
<b>Total Fringe Benefit Cost:</b>						
<b>Fringe Benefits as percent of total salary:</b>						

Attach a separate worksheet showing details for all fringe benefit categories only if the fringe benefit totals exceed 35% of total salary. Detail fringe benefit information will be required in final contract documents.



**INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE**

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.
- II. **CERTIFICATES OF INSURANCE**
  - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."
  - B. Coverage must comply with all specifications of the contract.
  - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.  
Locations of operation shall be "All locations in Erie County, New York."  
  
For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
- XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.