



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE **Comprehensive Cancer Prevention Outreach Implementation**

RFP # 1927VF

May 13, 2019

**Gale. R. Burstein MD, MPH, FAAP, Commissioner
Department of Health
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP# 1927VF

COMPREHENSIVE CANCER PREVENTION OUTREACH IMPLEMENTATION

KEY DATES:

Release Date:	May 13 , 2019
Questions Due:	May 23, 2019
Responses Posted:	May 30, 2019
Proposals Due:	June 6, 2019
ECDOH Contact:	Michelle Wysocki Erie County Department of Health 95 Franklin St, Room 950, Buffalo, NY 14202 Michelle.wysocki@erie.gov

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified organizations interested in providing COMPREHENSIVE CANCER PREVENTION OUTREACH IMPLEMENTATION. Funding for this RFP has been appropriated by the Erie County Legislature. Qualified proposers interested in providing this resource 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.

A. BACKGROUND

In July 2018, the New York State Department of Health, as part of Governor Cuomo’s Cancer Research Initiative, announced four study areas identified across New York State with elevated rates of cancer based on Cancer Registry data from 2011-2015. One such area is located in East Buffalo/West Cheektowaga, with higher than expected incidence of six cancers: colorectal, prostate, kidney, esophageal, lung and oral. Data gathering and analysis is continuing by the NYSDOH with final reports and recommendations expected in 2019. The Erie County Department of Health has been awarded funding to select a well-qualified applicant to facilitate cancer prevention outreach in this community.

B. FUNDING

Total one-time funding of \$250,000 is available, but may not be limited to a single project. The County will make the final determination as to whether multiple projects will be funded, with an emphasis on making the largest possible impact.

C. ELIGIBILITY

Applicants must demonstrate substantive experience working with both diverse communities and with healthcare providers in large scale health education, wellness and prevention initiatives.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, 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. The County reserves the right 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. PROFESSIONAL SERVICES REQUIRED

A. TARGET POPULATION

Intended beneficiaries of the funding fall into two broad categories

- (1) Community individuals residing near or within an area of East Buffalo/West Cheektowaga, roughly bounded by the Kensington Expressway/Rte.33 to the north and west, Walden Ave. to the south and the NYS Thruway/Rte. 90 to the east. Area map found in Appendix “2”.
- (2) Health care providers, health related agencies and organizations primarily serving residents of the above.

B. SCOPE OF SERVICES

Develop, implement and evaluate a comprehensive outreach plan, utilizing multi-focal public health marketing efforts and broad networking abilities to reach all neighborhoods of the identified communities.

Proposed projects will include all of the following:

1. Develop and disseminate evidence-based, culturally competent messaging to increase cancer prevention awareness with a focus on those at elevated incidence in the area.
2. Develop and disseminate health care provider resources and academic detailing
3. Promote screening resources and access to high-quality health care services
4. Incorporate community voices and collaboration
5. Integrate New York State Department of Health study recommendations upon release

C. TECHNICAL PROPOSAL

Provide detailed narrative to address the following topics.

1. Organizational Structure and Professional Qualifications, not to exceed one (1) page

Describe how the organizational, management and administrative structure are best-suited to lead the project and meet the deliverable goals. Include listing of applicable organizational or professional licensures/accreditations.

2. Capacity and Experience, not to exceed two (2) pages

Describe the proposer organization's capacity and experience in the identified neighborhoods, unique qualifications working in diverse communities, educational promotion activities and work with health care systems and providers.

3. Proposal Narrative, not to exceed five (5) pages

Fully describe educational and promotion activities, strategic partnerships, medical professional engagement and innovative outreach campaigns to meet the full Scope of Services. Describe any proposed consultant or sub-contracting partners to achieve goals. Include project monitoring and quantitative evaluation expectations.

D. BUDGET

Application must include a detailed budget that includes all positions, projected salaries and proposed sub-contracts, if applicable, in a Budget document not to exceed one (1) page with an accompanying Budget Narrative not to exceed one (1) additional page.

E. PROPOSAL IMPLEMENTATION

It is expected that the successful applicant(s) will begin providing the proposed services, resources, or programming within 30 days of contract execution. Exceptions will be made if the project can only operate during certain time of the years, for instance when school is in session.

III. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

Issue RFP: **May 13, 2019**

- The RFP and related attachments can be found and download at the Erie County Department of Purchasing website at: <http://www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids>.

Emailed Questions Due: **4:00 p.m., May 23, 2019**

- All questions should be emailed to Michelle.Wysocki@erie.gov by **4:00 p.m., May 23, 2019**. Be sure to include “RFP” and the RFP number as the subject line in your email. No individual responses will be sent in response to emailed questions. Responses to these questions will be posted on the Department of Purchasing website at: <http://www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids>. Only emailed questions received by **May 23, 2019, at 4:00 p.m.** will be provided with a written response.

Responses to questions to be posted on the Erie County Department of Purchasing website: **By close of business May 30, 2019**

Proposals Due: **June 6, 2019, by 4:00 p.m.**

- We recognize that the response timeframe may be a short turn around; respondents are encouraged to begin RFP proposal development prior to the submission of any questions and, prior to all questions being answered.

Awards Announced: **Week of June 17, 2019**

Initiation of RFP Services/Transitions: Upon execution of contract between award agency or agencies and Erie County.

B. APPLICATION 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. A eleven point Font or larger; standard 8.5 inch by 11 inch paper; single sided; and, margins no smaller than 0.75 inches are to be used for all materials (excepting for the Fonts, margins and paper size used on County provided forms). All documents are to include page numbers.

Proposals are to be packaged and ordered in the following manner:

- a. Agency Cover Sheet (Appendix “1”)
- b. Proposer certification (Schedule “A”)
- c. Proposal Narrative
- d. Non-Collusion certification (Schedule “C”)
- e. Equal Pay Certification (Schedule “D”)
- f. If Applicable, Certification letter indicating Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE)
- g. If Applicable, Certification letter that proposer company is 51% or more Veteran owned
- h. If Applicable, disclosure of employees or officers who are currently a county employee or officer, or have been within one year prior to the date of response to this RFP (a form is not provided).
- i. Budget and Justification [Submit in separate sealed envelope]

2. One (1) original and five (5) copies shall be submitted in a SEALED package or packages. Proposals are not to be submitted in ring binders. Flat binders are acceptable.

Submission of the proposals shall be directed to:

Michelle Wysocki
Erie County Department of Health
Erie County Edward A. Rath Building
95 Franklin Street Room 950
Buffalo, New York, 14202

3. **All proposals must be delivered to the above office on or before June 6th, 2019, 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. To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.**
4. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE DEPARTMENT OF HEALTH FORMAL RESPONSES TO QUESTIONS, IF ANY, ADDRESSED ON THE WEB.
5. 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.
6. 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 (Schedule "D"). 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, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a proposer is not qualified to participate in future county contracts.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal. Such a letter will not be considered against page limitations. No form is provided with this RFP.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned. Such a letter will not be considered against the page limitations. No form is provided with this RFP.
9. 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.
10. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP (Schedule "B"). This document is for informational purposes only, and is **not to be submitted by the Proposer** for the purposes of this RFP.

11. 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.

C. 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:

- Proposer's demonstrated experience and capability to perform the proposed services.
- Evaluation of the professional qualifications, background and/or resume(s) of individuals/agencies involved in providing services.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- Evaluation of the proposer's budget 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.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

D. CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie 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 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.**

IV. 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 of Erie 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 of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie 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 of Erie, 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, the Erie County Fiscal Stability Authority, 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 of Erie 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 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

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 Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant 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 Consultant or third parties under the direction or control of the Consultant; 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 insurance coverage described in Schedule “B”.

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 Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant 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 Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to 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 Consultant 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 Consultant 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 Consultant 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 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 of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent 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 180 days from the proposal date.

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 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 of Erie for the required services. The undersigned agrees and understands that the County of Erie 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 of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie 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 of Erie reserves all rights specified in the Request for Proposals.

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

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I Insured Name _____ Address _____ Zip _____ Phone No. _____	III Companies Affording Coverages A _____ B _____ C _____ D _____
II Issuing Agency Name _____ Address _____ Zip _____ Phone No. _____	

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Company Letter - from III above	Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
	1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury Property Damage <p style="text-align: center;">OR</p> <input type="checkbox"/> Combined Single Limit		
	2. Automobile Liability <input type="checkbox"/> Comprehensive Form <p style="text-align: center;">OR</p> <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury Property Damage <p style="text-align: center;">OR</p> <input type="checkbox"/> Combined Single Limit		
	3. Excess Liability <input type="checkbox"/> Umbrella Form <p style="text-align: center;">OR</p> <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
	5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
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FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. 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
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							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.	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	see note below						see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	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

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.
 ** Snow removal contracts require evidence of broad form property damage.
 *** 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.
 **** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.
 V. In some circumstances 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.
 VI. 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.

SCHEDULE "C"

NON-COLLUSION

NON-COLLUSION CERTIFICATE

The undersigned respondent acknowledges and agrees that the attached response and offer submitted by respondent is submitted in connection with the proposal to provide RFP Issuer with a Contract. 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:

The prices set forth within this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

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 opening, directly or indirectly, to any other proposer or to any competitor; and

No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit, a proposal for the purpose of restricting competition.

FIRM NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

Subscribed and sworn to before me
this ___ day of _____, 2018

Notary Public

SCHEDULE "D"

EQUAL PAY

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”). 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 proposer is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

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__

APPENDIX 1: Agency Cover Sheet

Comprehensive Cancer Prevention Outreach Implementation

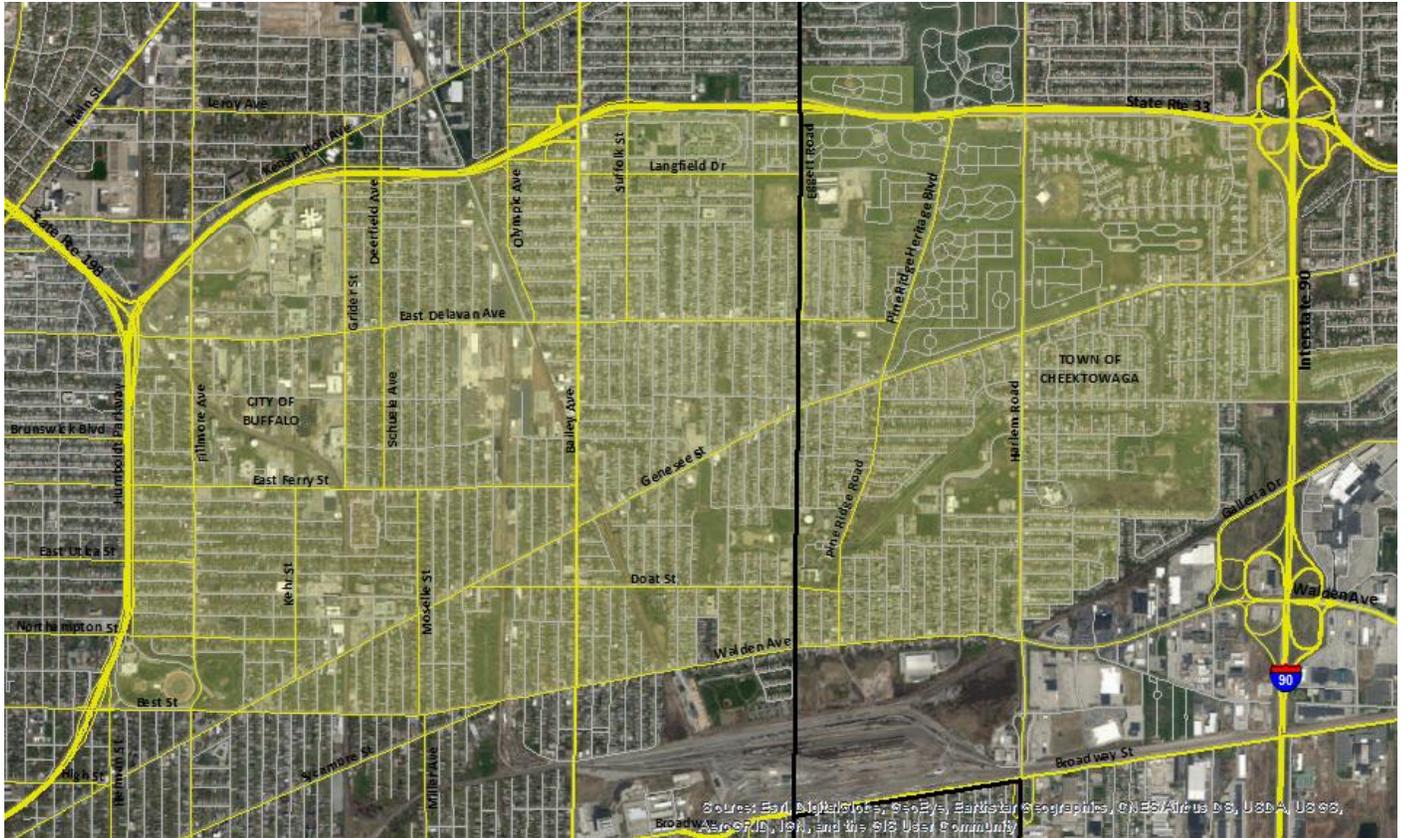
ERIE COUNTY DEPARTMENT OF HEALTH RFP # 1927VF <u>AGENCY COVER SHEET FORM - APPLICANT INFORMATION</u> Please refer to the instructions within the RFP for completing Appendix 2 (This is to be the top sheet for the entire application package.)	
Organization Name	
Mailing Address	
Primary RFP Contact	
Alternate RFP Contact	
Leadership	

Chief Executive Officer Signature (as identified above)

date

APPENDIX 2

Neighborhood Area Map



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