ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)
TO PROVIDE
COMPREHENSIVE PSYCHIATRIC EMERGENCY PROGRAM (CPEP) DIVERSION SERVICES

RFP # 1727VF

Carrie Godfrey, Assistant Social Services Program Director
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") # 1727VF

TO PROVIDE CPEP DIVERSION SERVICES

I. INTRODUCTION

The County of Erie, New York (the "County") is currently seeking proposals from qualified agencies ("Proposer") interested in providing Comprehensive Psychiatric Emergency Program (CPEP) diversion 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 $100,000 is potentially available for the requested Comprehensive Psychiatric Emergency Program diversion services for 2018.

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 Erie County Department of Social Services (ECDSS) requirements. More than one provider may be selected for funding for 2018.

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.

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:	November 17, 2017
Proposals Due:	December 13, 2017
Selection Made by:	January 2018
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.

2. One original, four copies, and one electronic PDF copy of the 'Proposal to Provide Service' shall be submitted. Proposals MUST be signed using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.

3. One original, four copies and one electronic PDF copy of the 'Fiscal Application' shall be submitted separate from the 'Proposal to Provide Service'.

4. Submission of the proposals shall be directed to:

   Carrie Godfrey
   Erie County Department of Social Services
   95 Franklin Street, Room 867
   Buffalo, NY 14202
   Carrie.Godfrey@erie.gov

   All proposals must be delivered to the above office on or before December 13, 2017 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 Carrie Godfrey at the above address, or at Carrie.Godfrey@erie.gov no later than 4:00 pm on November 27, 2017. A list of questions and answers will be posted on the County website by December 1, 2017. 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. If requested, proposers must provide a list of at least three 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 related to the service in this RFP.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. Introduction:

Erie County is promoting the development of young children and seeking to decrease children psychiatric hospitalization. The purpose of this RFP is to solicit proposals from qualified agencies that are able to provide services to prevent unnecessary psychiatric emergency room visits and/or hospitalizations for children and adolescents.

B. Program Information:

Target Population:
Children and adolescents with Erie County DSS involvement and a developmental disability or severe learning disorder who are at risk of avoidable psychiatric emergency room visits and/or hospitalizations.

Project Description:

- Provide mobile trauma informed culturally competent child/family centered:
  - cross systems case management
  - psychiatric assessment and treatment planning
  - psychiatric medication management
  - medical evaluation and treatment
  - psychological assessment
  - non-traditional respite services
  - in-home behavior functional assessments and supports
  - in-home therapies
- Provide culturally appropriate services to individuals with special needs; i.e. disabilities, language and cultural barriers, etc.
- Provide interpretation and translation services to clients, when necessary, at no additional cost to the Department, and comply with Title VI and Erie County Department of Social Services Language Assistance Standards (OCR HHS IV.I.1.a,b,c). Costs may be included in budgeted direct operating costs.

C. Projected Outcomes

Performance Measures that will be used to capture information related to program success include:

GOAL AREA: Health
Children and youth are emotionally and physically healthy and receive the support they need to manage their behavioral health.

- Children and youth experience less functional impairment.
- Children and youth with both mental health and developmental disabilities are treated.

- Children and youth with behavioral health treatment need use emergency rooms at same rate as those without.
- Children and youth demonstrate reduced involvement in criminal justice system.
- Children and youth prescribed psychotropic medications are also receiving mental health treatment.

GOAL AREA: Home
Children and youth live in safe, stable, home or home-like settings that support their resilience and well-being

- Children and youth stay in their own homes.
- Children and youth have appropriate housing.
- Children and youth have fewer inpatient stays.
- Children and youth have shorter inpatient hospitalization stays.
- Children and youth are safe (measured by mortality rates).
- Children and youth are safe (measured by injury rates).

GOAL AREA: Purpose
Children and youth learn, work, and contribute meaningfully to their community

- Children and youth are successful in school.
- Youth complete high school.

GOAL AREA: Community

- Youth and families are linked to natural supports and community services.

GOAL AREA: Practice
Services are family-driven, youth-guided, integrated, developmentally appropriate, and culturally competent, and practice is evidence based

- Duplication of care and care plans is minimized.
- Services are integrated, flexible, and capable of meeting individualized needs, including the needs of the youths with the most complex needs.
- Services, supports, and practices are research or evidence-based.
- Services are culturally and linguistically competent.

GOAL AREA: System
A comprehensive continuum of effective services from prevention, early identification, and intervention through crisis intervention and inpatient, including available and accessible care coordination and peer support

- The system provides a comprehensive and accessible array of services for children, youth and families.
- The system is characterized by accessibility and equity in access to care for children, youth, and families.

D. Agency Experience and Qualifications

The successful Proposer will:

- Coordinate care with: Erie County Department of Social Services, Department of Mental Health, Department of Health, Juvenile Justice, Committees of Special Education, OPWDD, OMH, Primary Care and Mental Health Outpatient Providers, Hospital Systems, Various Law Enforcement Entities, and other relevant community based organizations;
- Attend and provide consultation and services to Erie County Open Arms Committee;
- Have the ability to manage funds from a government funding source, maintain billing systems, and achieve any reporting requirements;
- Maintain a skilled and appropriately educated workforce; and
- Maintain regular communication with ECDSS in a timely manner.

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 and experience of program staff.
- 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.

EVALUATION PROCESS

Applications scores will be based on RFP scoring committee assessments (40%), minority workforce/MWBE utilization (10%) and qualitative and quantitative performance reviews (50%). For agencies that do not hold a contract currently, the quantitative performance score will be based on submitted references and data from similar work.

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."

<u>and</u>

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.

(For Informational Purposes Only)

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__
_____

LAW-1-INS (Rev. 3/12)

County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext):	FAX A/C No:
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			DO NOT USE FOR WORKER'S COMP.			☐ WC STATUTORY LIMITS- ☐ OTHER-	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**		N/A	FORM C-105., U-26.3, SI-12			E.L. EACH ACCIDENT	$
	If yes describe under DESCRIPTION OF OPERATIONS below			OR CE-200 REQUIRED			E.L. DISEASE - EA EMPLOYEE	$
							E.L.DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	**CANCELLATION**
County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

RETURN TO: ECDSS SHARON SULLIVAN
95 Franklin St. ROOM 746
Buffalo, NY 14202

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	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
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.

PROPOSAL REQUIREMENTS

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 must be comprised of 2 sections (Appendices A & B), which must be submitted in separate envelopes. One original, four printed copies and one electronic copy of both appendices must be submitted.

An electronic version of Appendix A is available on the ECDSS website:
http://www2.erie.gov/socialservices/sites/www2.erie.gov.socialservices/files/uploads/RFP%20Appendix%20A%20-%20revised.docx

An electronic version of Appendix B is available on the ECDSS website:
http://www2.erie.gov/socialservices/sites/www2.erie.gov.socialservices/files/uploads/RFP%20Appendix%20B%20-%20Version%201%20-%20Sept.%202017.xlsx

By application, you certify that your agency can provide the following documentation at any time during the course of the selection process: (You do not need to provide it now, only if asked.)

- Proof of 501(c)(3) status, if applicable.
- Agency's most recent organizational chart and a letter of support signed by the CEO and the Board President.
- Resumes for all program staff, including administrators, program supervisors, direct service staff and aides.
- References or letters of testimony from other agencies for whom you have provided this or a similar service, with contact information.
- Currently funded programs must re-apply in order to be considered for continued funding.

Please **do not** include copies of supporting research, annual reports, exhibits, letters of support, attachments and other supporting material with your proposal. ECDSS reserves the right to disqualify proposals that do not adhere to the correct format.

Applications are expected to comply with stated guidelines including but not limited to desired program outcomes identified in the Request for Proposal (RFP). It will be the responsibility of the applicant to submit proposals consistent with the RFP requirements. By submitting an application, your agency asserts that the Request for Proposal document has been reviewed in its entirety and that, if selected, the agency will abide by the conditions for funding set forth therein.

For agencies that do not currently hold the contract, please submit references and data from similar work demonstrating the agency's ability to:

- review outcomes and meet performance measures
- maintain adequate staffing levels with trained staff
- meet required timeframes
- demonstrate leadership and proactive involvement in planning procedures
- communicate within the agency and with DSS
- understand laws and meet regulatory expectations

All fields must be completed. If not applicable, list "N/A". Incomplete proposals may be considered non-responsive.

AGENCY INFORMATION

Agency Name - List the official name of your organization.
Agency Name –List other name if used.
Telephone Number - List the main contact number for your agency.
Address - List the official mailing address of your agency; include city and ZIP code information.
Website - Provide your agency's website address (if applicable).
Leadership - List the name of your agency's Chief Executive Officer, Executive Director, or President.
E-mail - Provide the e-mail address for your agency's leader.
Federal Employer ID# (FEIN) - Please provide your agency's Employer Identification Number.
DUNS # - List your DUNS (data universal number system) Number assigned by Dun & Bradstreet, if applicable.
501(c)(3) not-for-profit entity ID # - If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such.
MBE/WBE - Indicate whether your agency is a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE).
Veteran-Owned Business - Indicate whether your agency is a Veteran-Owned Business.
Erie County Employees - 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.
Subcontractors - List all subcontractors that your agency does business with related to this service.

CONTACT PERSON INFORMATION

Name - Please list the name of the person who should be contacted regarding your proposal.
Telephone Number - Please list the phone number of the person who should be contacted regarding your proposal.
E-mail - Please provide the e-mail address for the person to be contacted regarding your proposal.

PROGRAM INFORMATION

Start of Program Operations
Describe your agency's ability to implement and staff the program in a timely manner, including provision of services, effective January 1, 2018.

Program Summary
Provide a brief summary description of the program including the agency and program name, population served, and key program features.

POPULATION SERVED

Description
Identify the target population, geographic areas to be served, and capacity for service.
Special Populations
Describe any specialized services and resources, including accommodation of those with special needs, language translation and cultural differences.
Process
Describe the criteria and process for serving referred individual(s), include intake and termination protocols.
Capacity
Indicate the proposed number of individuals or families to be served at a given time as well as the total number of individuals or families to be served in a year.

PROGRAM DESIGN

Availability
Provide information about your days and hours of service availability as well as time frames for intake and engagement.
Location(s) of Service
Provide information for all program locations including any satellite locations where you operate.
Collaboration
Discuss any partnerships or networks that are used to meet your program participant needs.
Program Difference
Provide any other information that you feel would distinguish your agency's approach to the delivery of the requested services, including any prior experiences and successes.

PROGRAM STAFFING

Program Staff
Describe program staff, including job titles, responsibilities, level of education/credentials, qualifications, experience and training that will be required for each position. Specify their role in providing the services and supervision protocols.

Personnel Demographics

List number of staff and indicate the number in each demographic group: White, African-American, Hispanic, Asian-American, Native-American, Other, Unknown. Also, break down total staff number by male, female, or identifies as other.

DEMOGRAPHIC GROUP		# STAFF IN DEMOGRAPHIC GROUP	
Total # Agency Staff			
a.	# White		Sum of a. – g. must equal total # of Agency Staff
b.	# African-American		
c.	# Hispanic		
d.	# Asian-American		
e.	# Native American		
f.	# Race- Other		
g.	# Race- Unknown		
h.	# Female		Sum of these must equal total # of Agency Staff
i.	# Male		
j.	# Identifies as Other		

PERFORMANCE MEASUREMENT

Performance Measures
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.
Data Collection
Describe how you collect program data, including specific procedures, tools and frequency.

BUDGET

Billing
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.

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. [ ] 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.

_____
Proposer Agency Name

By: _____
Name and Title

FINANCIAL INFORMATION

Payee Name of Agency (if different than Legal Name)
Financial Contact Person Name/Title
Street Address/City/State/Zip
Agency's Fiscal Year (Start date - End date)
Amount of Funding Request to ECDSS for this proposed contract
FY of Request (Start date - End date)

UNIT COST

Unit of Service for this proposal (eg: hour):	
Number of units to be served:	
Cost per unit of service for this proposal:	

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.

X Most recent Audit report prepared by an independent CPA

X Listing of Officers and Board of Directors

X Most recent Management Letter

V. CERTIFICATION

The undersigned certifies that he or she is a principal officer of the applicant agency 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 - RFP Fiscal Calculations

AGENCY: _____

FUNDING PERIOD: _____

RFP # and NAME: _____

The Budget Calculation pages request information in the following tables:
1) Summary Funding Request
2) Direct Program Expense Budget - County Funded
3) Administrative Overhead - County Funded
4) Agency In-Kind or Indirect Service Contributions
5) Revenue
6) Staffing Review - Program Related County Funded
7) Staffing Review - Administrative County Funded

Indicate in the following budget tables estimated program and administrative expense and revenue for the proposed fiscal year. Comparative current year funding information should be included if the agency is requesting a continuation of a program funded currently by the Department of Social Services.

1) SUMMARY FUNDING REQUEST

SUMMARY PROGRAM COST AND REVENUE	Current Contract	Proposed Budget
Total Direct Program Operating Expense		
Total Administrative Overhead Expense		
TOTAL COUNTY FUNDED PROGRAM EXPENDITURES		
In-Kind Agency Expenditures		
TOTAL PROGRAM EXPENDITURES		
REVENUE	**Current Contract**	**Proposed Budget**
County Funding		
Agency In-Kind Revenue		
TOTAL REVENUE (Should match total Program Expense)		

Agency In-Kind Revenue as % of Total Revenue		

Appendix B - RFP Fiscal Calculations

2) DIRECT PROGRAM EXPENSE BUDGET - County Funded

Indicate all expense items related to the direct provision of program services, including only **cash expenditures that will be provided with County funds**. Do not include Agency in-kind contributions.

DIRECT PROGRAM EXPENSE - County Funded	Current Contract	Proposed Budget
Direct Program Staffing (from Staffing Table 6)		
Total Salaries, Wages		
Total Fringe Benefits		
Subtotal Salary and Fringe Benefits		
Direct Operating Expense:		
Employee travel/mileage		
General program related supplies		
Postage		
Maintenance and repairs		
Phones		
Utilities		
Insurance (directly related to program)		
Lease/Rent Vehicle		
Equipment: (List items)		
Contracted Client Services: (List contracts)		
Contracted Services Not Client Related (List contracts)		
Other:		
Subtotal Direct Operating Expense		
TOTAL DIRECT PROGRAM COSTS		

Appendix B - RFP Fiscal Calculations

3) ADMINISTRATIVE OVERHEAD - County Funded

County funded Administrative Overhead cannot exceed 15% of the total Direct Service Program Budget and must be consistent with the requirements of NYS Executive Order 38.

Administrative Overhead - County Funded	Current Contract	Proposed Budget
Personal Services (From Staffing Table 7)		
Total Salaries, Wages		
Total Fringe Benefits		
Subtotal Administrative Salary and Fringe Benefits		
Administrative Operating Expense:		
Please itemize below:		
Staff Development		
Public Relations		
Audit, Legal, Cons. Fees		
Dues, Licenses, Permits		
Other:		
Subtotal Administrative Operating Expense		
Total Administrative Overhead		
Total Direct Program Costs (from table 2)		
Administrative Expense as Percent of Program Cost Not to Exceed 15%		

Appendix B - RFP Fiscal Calculations

4) AGENCY IN-KIND or INDIRECT SERVICE CONTRIBUTION

In-Kind donations, or indirect services, are defined as the provision of services by an agency for support of the program specified in this contract without charge to the county. Examples can be the use of space, equipment or the provision of staff time either program or administrative. The source of funds for these items may not be State, Federal or other County funded programs. In-Kind donations are not required but helps the Department of Social Services maximize revenue.

In-kind Donations (List type of in-kind or indirect service contributions specific to this proposal along with an estimated value)	Current Contract	Proposed Budget
Total In-Kind		

5) REVENUE

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

Revenue	Current Contract	Proposed Budget
Total Funds Requested from the County		
Source of Agency In-Kind services:		
Total Revenue		

Appendix B - RFP Fiscal Calculations

6) STAFFING REVIEW PROGRAM RELATED - COUNTY FUNDED

In the following columns list all proposed direct program related staff. Indicate full or part time employees and the percent of time involved in the proposal. 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.

Direct Program Related Staffing	Current Contract				Proposed Contract			
	# of Staff	% of Time	Annual Salary	Total Current Budget	# of Staff	% of Time	Annual Salary	Total Proposed Budget
Full Time Position Title:								
Part Time Position Title:								
	Total Salary:							

Direct Program Related Fringe	Rate	Total Current Budget	Rate	Total Proposed Budget
FICA				
Pension/Retirement				
Workers' Comp.				
State Disability Insurance				
Life Insurance				
Health Insurance				
Other:				
Total Fringe Benefit Cost:				
Fringe Benefits as percent of total salary:				

Please attach fringe benefit rate sheet and explanation if total fringe exceeds 35%

Appendix B - RFP Fiscal Calculations

7) STAFFING REVIEW ADMINISTRATIVE - COUNTY FUNDED

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 current 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 Staffing Detail	Current Contract				Proposed Contract			
	# of Staff	% of Time	Annual Salary	Total Current Budget	# of Staff	% of Time	Annual Salary	Total Proposed Budget
Full Time Position Title:								
Part Time Position Title:								
Total Salary:								

Administrative Fringe	Rate	Total Current Budget	Rate	Total Proposed Budget
FICA				
Pension/Retirement				
Workers' Comp.				
State Disability Insurance				
Life Insurance				
Health Insurance				
Other:				
Total Fringe Benefit Cost:				
Fringe Benefits as percent of total salary:				

Please attach fringe benefit rate sheet and detailed explanations if total fringe exceeds 35% of salary.