



ERIE COUNTY
REQUEST FOR PROPOSAL (RFP)
for
Independent Living Services

RFP # 1219VF

June 6, 2012

Judith Kolmetz, Assistant Coordinator of Quality Assurance
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK

REQUEST FOR PROPOSALS (“RFP”)

RFP# 1219VF

INDEPENDENT LIVING SERVICES

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking proposals from qualified not-for-profit agencies (“Proposer”) interested in providing Independent Living Services. The purpose of this document is to present interested parties with information to prepare and submit a proposal to provide Alternative Planned Permanent Living Arrangement Independent Living Services (APPLA-IL) in Erie County. These services will be provided to youth between the ages of 14-21 in the custody of the Erie County Department of Social Services (ECDSS), or those youth residing in Erie County who were discharged from foster care with an APPLA-IL goal. In addition, this Independent Living Services RFP seeks proposals from agencies targeting high-risk youth who are at risk of dropping out of high school. This specialized focus with evidence of best practices and impact is a requirement for receipt of funding in this target area.

A total of \$800,000.00 is potentially available for allocation for Independent Living Services for 2013.

Proposers are invited to respond to this request. A bidder’s conference will be held on June 11, 2012 at 95 Franklin Street, room 805, Buffalo, NY from 12:00 pm – 12:30 pm for interested parties to received additional clarification about these requested services. It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs. This document will inform the service delivery network of basic requirements that Erie County uses as part of its standard contract process.

All applicants, including those agencies currently under contract with the Erie County Department of Social Services for Independent Living Services, must participate in this selection process in order to be considered for continued funding.

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.

The Erie County Department of Social Services has identified the following goals as being consistent with this Request for Proposals:

A. Educational/ Vocational Skills

These services must include means for at-risk youth in danger of dropping out of school to overcome obstacles to their successful attainment of education and/or employment. It must connect youth to the required programs, activities, and services that will make that possible. The program must provide ongoing work and personal supports that ensure that the youth has every opportunity to succeed.

B. Independent Living / Life Skills

These services are designed to assist the adolescent gain the skills required to live a healthy, productive, and responsible life as a self-sufficient adult. Services should address all the preparatory requirements of independent adulthood and recognize the evolving and changing developmental needs of the adolescent.

II. FUNDING AND BUDGET

A total of \$800,000.00 is potentially available for allocation for Independent Living Services for 2013. A portion of available funds may be directed to programs targeting high-risk youth in danger of dropping out of school.

Proposers are asked to identify the number of billable units of service to be provided during the contract period, and the method used to calculate the number of units. A unit of service is defined as hours of direct, face-to-face contact by the participant with the service, by collaterals with the service, and by case conference and record keeping/documentation activities.

The selection committee will make a recommendation to the Commissioner of ECDSS, and in turn this recommendation will be made to the Erie County Executive. All contract appropriations are subject to Legislative approval.

The award period will be for a three-year term, subject to annual contract renewal, contingent upon the Proposer's successful development of a Quality Improvement Plan, data collection, monitoring, 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.

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 2013.

The County will look favorably upon proposals which include a provision for donated funds in this RFP. Proposals are required to include a description of the exact in-kind goods or services, and the value of those services, dedicated to the goals and deliverables of the proposal. This may be volunteer time, reduced cost space, allocated overhead not charged, cash received by contractor and applied to program and not channeling through DSS, materials, clothing or other items of value provided by bidding Proposer to client group and program contracted for.

Note: Administrative costs may not exceed 20% of the requested funds, and 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:	June 6, 2012
Bidder's Conference:	June 11, 2012 at 12:00 pm – 12:30 pm 95 Franklin Street, room 805 Buffalo, NY 14202
Proposals Due:	July 2, 2012
Selection Made:	Early August, 2012
Contract Signed:	Following all necessary County approvals Approximately September, 2012

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** found on pp. 14-16.
2. A cover letter, contact information, and a letter of support signed by the CED and the Board President must accompany the proposal.
3. One (1) original and five (5) copies of the technical proposal shall be submitted. Proposals **MUST** be signed using the attached **Schedule A: Proposer Certification** found on page 13. Unsigned proposals will be rejected. One (1) original and one (1) copy of the Budget/Cost Proposal packet shall be submitted as described in item #8, below.
4. Submission of the proposals shall be directed to:

Judith Kolmetz, Assistant Coordinator of Quality Assurance
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 2, 2012 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 June 15, 2012. A list of questions and answers will be posted on the County website by June 22, 2012. **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. All Proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the agency's name, due date of proposal, proposal name, and RFP #. Specific instructions for the content of the cost proposal are outlined in Appendix A, found on pp. 14-16. All **Appendix B budget attachments** must be completed and included in the cost proposal.
9. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP on pp. 26-27. This document is for informational purposes only and is not to be completed by the Proposer during the RFP submission.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. Introduction:

Most adolescents make a successful transition to adulthood with the support and guidance from their families. Youth in foster care, however, often lack the support, guidance, and training to learn the skills necessary to function independently. Independent Living Services are designed to help foster youth and young adults formerly in foster care obtain life skills and education so that they can live independently and become active and productive citizens.

The following are examples of the kinds of services that fall under the scope of this RFP:

- assistance with obtaining a high school diploma
- career exploration
- vocational and computer training
- preparation for post-secondary education
- counseling
- job placement and retention
- training in daily living skills
- training in budgeting and personal financial management
- substance abuse prevention
- preventive health programs
- mentoring
- housing assistance
- case management

B. Program Characteristics:

Services should be provided according to the developmental needs and differing stages of independence of the youth. They should not be viewed as a single event, but rather as a series of activities over time to support the youth in attaining a level of self-sufficiency that allows for a productive adult life.

Services provided should be based on the awarded agency's Independent Living skills assessment of the youth. Youth receiving APPLA-IL services must directly participate in designing their program activities, accept personal responsibility for achieving independence, and have opportunities to learn from experiences and failures.

1. **Target Population:**

The target population for all Independent Living services is youth between the ages of 14 and 21 who are in foster care, or who were discharged from foster care with a goal of APPLA-LI. Under very specific circumstances and with appropriate referrals, these services may also be offered to at-risk youth in the community at large. At-risk youth in danger of dropping out of school include youth who are behind a grade level or over the normal age for the current grade, youth with poor school attendance, youth with poor grades in core subjects, youth with low standardized test scores, youth who exhibit disruptive behavior and/or have been suspended, and those with involvement in the juvenile justice system and/or child protective services.

Youth will participate in formulating a transitional living plan beginning no later than age 17 ½, or within six months of leaving care. It is expected that youth will receive comprehensive services and support to complete the goals identified in their service plan for as long as needed until the age of 21.

NOTE: Youth 18-20 leaving foster care or who have left foster care but who are requesting independent living services must participate on a voluntary basis and sign an agreement with the service provider for case management services. This agreement outlines services to be provided, and must be available as long as the youth is in need of services and willing to participate until the age of 21. The plan must address how the young adult will assume responsibility once the assistance ends.

2. **Required Services:**

APPLA-IL services within Erie County must be collaborative and include, but are not limited to, two components: Academic & Vocational Support Services, and/or Casework/Living Skills Services. *Agencies may submit a proposal for one or both components.* Each component must be clearly and separately identified in the written proposal.

a. **ACADEMIC & VOCATIONAL SUPPORT SERVICES**

1.) **Educational Services**

These services are designed to assist the youth with successful completion of high school through tutoring and study skill development, as well as assistance with exploring options for post-secondary education.

2.) **Vocational and Employment Services**

These services are designed to assist the youth with obtaining employment and learning the appropriate behaviors and attitudes that lead to job retention. This should include career exploration, interviewing and resume writing techniques, effective job search techniques, internships, summer job opportunities, etc.

b. **CASEWORK SERVICES**

1.) **Health Services**

These services are designed to assist the youth live a healthy life. This should include assistance with obtaining the youth's medical history, learning how to access the health care system and public health insurance, guidance in hygiene, medical and dental care, mental health issues, and pregnancy and STD prevention/care.

2.) **Housing Services**

These services are designed to assist the youth secure safe and affordable housing. This should include services that educate the youth about renting, interacting with landlords and utility companies, applying for subsidized housing, creating a household budget, and avoiding homelessness.

3.) **Life and Social Skills Services**

These services are designed to assist the youth develop skills in problem-solving, time management, communication and interpersonal interactions, goal-setting, and accessing community resources such as public assistance, HEAP, the library, public transportation, the laundromat, etc. Training in managing personal finances, obtaining vital records, driving and information re: vehicle ownership and maintenance, and information regarding filing income taxes must be included.

4.) **Youth Development**

These services are designed to expand the range of life experiences of the young person, encouraging them to develop the social, cultural, spiritual, and recreational aspects of their lives. These services should introduce the youth to positive social and recreational activities and volunteer/leadership opportunities in their community. Services should assist youth with forming meaningful and lasting relationships with adults, families, and peers.

3. **Capacity:**

ECDSS is seeking a Proposer(s) who will provide quality service to the greatest number of eligible youth. Proposal must address the number of youth that will be served by each component of services offered.

C. **Performance Outcomes**

ECDSS is committed to establishing a system of Outcomes Based Contracting. Contract agencies will be required to develop and submit a Self-Monitoring Plan to ECDSS.

This Plan will require agencies to:

- Establish a Quality Improvement Plan
- Initiate Data Collection
- Evaluate Data
- Develop and Implement a Process Improvement Plan
- Provide required fiscal and program reports

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 following reports are required on a quarterly basis:

- Quarterly program report
- Quarterly fiscal report

NOTE: Other reporting duties will be detailed in the Agreement for Services executed annually with Erie County.

The following outcomes are the minimum required; applicants may provide additional measures or outcomes.

1. **Academic and Vocational Component**

- a. The number of youth served during report period.
- b. Outcomes reflecting meaningful improvement in academic performance and engagement.
Youth served remain in school and show meaningful improvement in test scores and grades in core subjects. **Target: 100%**
- c. Outcomes reflecting increased preparation for present or future employment.
Youth served will take a career aptitude test and be able to demonstrate an improvement in job readiness skills. **Target: 100%**
- d. Outcomes reflecting the timeliness of the provided service.
Referred youth will have a face-to-face contact with the service provider within 10 days of the referral. **Target: 100%**
- e. Outcomes reflecting satisfaction with provided services.
Youth served will rate the services “satisfactory” or above on a customer satisfaction survey. **Target: 100%**

2. **Casework/ Life Skills Component**

- a. The number of youth served during report period.
- b. Outcomes reflecting knowledge and engagement in health care services and healthy behaviors.
Youth served will show an understanding of the health care system and the importance of good hygiene, nutrition, and medical/dental prevention and care. Target: 100%
- c. Outcomes reflecting knowledge and understanding of housing and shelter-related issues.
Youth served will receive services related to finding safe and affordable housing. Target: 100%
Youth aging out of services will have a safe and affordable place to live. Target: 100%
- d. Outcomes reflecting an increased knowledge of life skills needed to live self-sufficiently.
Youth served will demonstrate improvement in life skills as outlined in above description of services. Target: 100%
- e. Outcomes reflecting the timeliness of the provided service.
Referred youth will have a face-to-face contact with the service provider within 10 days of the referral. Target: 100%
- f. Outcomes reflecting satisfaction with provided services.
Youth served will rate the services “satisfactory” or above on a customer satisfaction survey. Target: 100%

VI. APPLICANT REQUIREMENTS

The successful Proposer will:

- Demonstrate the ability to provide the service, effective 1/1/13,
- Be a current 501(c)(3) not-for-profit entity, with the ability to manage funds from a government funding source, maintain billing systems, and achieve all reporting requirements,
- Have a 24 hour/7 day a week telephone/contact and response capacity,
- Utilize CONNECTIONS as the primary case record system,
- Maintain regular communication with ECDSS in a timely manner, for a coordinated delivery system to youth,
- Utilize a Quality Improvement Program,
- Maintain a skilled and appropriately educated workforce

VII. 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 Erie County, Erie County's elected officials, officers, employees or agents, shall not be binding against Erie County, Erie County 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 Office of the Erie County Attorney and/or if necessary, the Erie County Fiscal Stability Authority.

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 and 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 provide the requested services;
- 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 an 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.

VIII. EXPERIENCE AND QUALIFICATIONS

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 to perform the proposed services.
- The Proposer's financial ability to provide the services.
- 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 commitment to complete the required ECDSS reports and program outcomes, as well as the required fiscal reports.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer.
- The agency CEO 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.
- The evaluation process is designed to award the Proposer with the best combination of attributes based on the evaluation criteria. A score shall be calculated for each criterion for each proposal. The total of the scores for all criteria in each proposal will be known as the Proposer's final score.

All Proposals will be scored by a review panel of professionals, using the following criteria and possible points:

1. Proposed Program Characteristics: 30 points
2. Program Outcomes and Quality Improvement Plan: 25 points
3. Agency Experience and Qualifications: 30 points

NOTE: The Cost Effectiveness/Budget proposal will be scored separately, with a maximum of 15 points, and should be sent in a separate, sealed envelope when submitted.

IX. 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 Office of the County Attorney, and/or if necessary, the Erie County Fiscal Stability Authority. 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 term of the contract shall be for a period commencing January 1, 2013 and terminating December 31, 2013.

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 described in the Vendor Classification “C”(Professional Services) of the *Instructions for County of Erie Standard Insurance Certificate* found of page 27. 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 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.

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.

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 (included on pp. 26-27 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 Name

By: _____
Name and Title

PROPOSAL FORMAT AND CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and its attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. The proposal should include 3 sections. Section 1 and 2 (detailed below) should be submitted in one packet. **Section 3:(Budget/Cost Proposal) should be submitted in a separate, sealed, envelope.**

- A. **Section 1 - Technical Proposal.** This section shall describe your agency's approach and plans for accomplishing the work outlined in the Scope of Professional Services Required.
- 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 agency's qualifications and capabilities to perform the services required by the scope of the RFP.
- C. **Section 3- Budget Attachments.** 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 Independent Living Services and promotes the outcomes defined in this RFP.
2. Demonstrate how the funding provided to operate Independent Living Services will be used to develop your agency's organizational capacity. Organizational capacity refers to the ability of the Proposer and its staff to maintain a successful operation consistent with the outcomes of this RFP.
3. Clearly identify the staff associated with the project: job titles, the number of staff in each title, education, training, and experience requirements established for each position title, each staff person's role in providing 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, 2013.
5. Provide an overview of your agency's service delivery plan, including but not limited to:
 - Which component(s) of Independent Living Services your agency is proposing to provide
 - target population and geographic areas to be served
 - Proposer's specialized services and resources
 - days and hours of service availability
 - time frames for intake and engagement with the family
 - accommodation of clients with special needs, including cultural differences and limited English proficiency
 - termination protocols
 - specific strategies and program activities to address the needs of the target population and to achieve the desired outcomes outlined in this RFP
6. Describe your agency's capacity for service, addressing the total number of youth to be served during the contract period, as well as the total number of youth to receive service at any given time.

7. Describe your agency's 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 with families and how the agency will monitor compliance and outcome-based performance. Describe how the agency will implement a plan for quality improvement. Each Proposer must address how poor performance will be addressed when requested by ECDSS or when the outcomes of the program fail to be achieved.
8. Provide any other information that you feel would distinguish your organization's approach to the delivery of Intensive Preventive Services. Include any successes you have had in working with this population, and prior experience in working with ECDSS Child Welfare staff and programs.
9. Include the signed **Schedule A Proposer Certification** (page 13).

Section 2 - Organizational Support and Experience:

1. A brief history and description of your organization. Provide a copy of your organization's most recent annual financial report.
2. Identify your organization's professional staff members who would be directly involved in the County engagement, the experience each possesses, and the location of the office from which each will work.
3. Provide resumes for all program staff, including administrators, program supervisors, direct service staff, and aides.
4. Give the name and title of person(s) authorized to bind the Proposer, the main office address, and the telephone number (including area code).
5. Identify the period of time your organization has been providing services and programs in the community, and the date your organization was established as a 501(c)(3) not-for-profit entity.
6. Provide a copy of your Program's organizational chart.
7. List your agency's Federal Employee Identification Number, and your 501(c)(3) number.
8. Provide any additional information that would distinguish your organization in its service to Erie County.
9. Provide with the proposal, **a separate envelope or folder** which includes 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 501 (c) (3) organization

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

1. The amount of funding requested from ECDSS for this proposed contract.
2. Your agency's definition of billable units of service, the number of units to be provided during the contract period, and the method used to calculate the number of units.

3. Provide a line item budget for your proposed program, clearly distinguishing administrative costs from direct service program costs. Include a description of in-kind goods or services dedicated to the goals and deliverables. Budget forms are provided in this RFP as **Appendix B**.

Administrative:

1. Designate all involved personnel costs, both direct service and administrative full-time equivalency (FTE's) and fringe benefit rates.
2. Provide specific administrative salaries being proposed for allocation to this service.
3. Designate all OTPS (other than personal services) costs, travel, supplies, insurance, and other essential program costs.
4. Administrative overhead may not exceed 20% 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.
5. Provide a budget narrative that provides the basis for your budget.

**ERIE COUNTY, NEW YORK
2013 SOCIAL SERVICES
FUNDING APPLICATION**

FOR RFP # AND NAME:

APPENDIX B – FISCAL

**PREVENTIVE SERVICES FOR
CHILDREN AND FAMILIES**

I. GENERAL INFORMATION

a) Legal Name of Organization

b) Other Name (if used)

c) Address of Organization

_____ (STREET)

_____ (STATE/ZIP)

d) Contact Person/Address

_____ (NAME/TITLE)

_____ (STREET)

_____ (STATE/ZIP)

Phone Number _____

II. FINANCIAL INFORMATION

a) Payee Name of Organization (if different than Legal Name)

b) Financial Contact Person

_____ (NAME/TITLE)

_____ (STREET)

_____ (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)

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

Not-For-Profit Documentation: Evidence of current IRS determination as a 501(c)(3) organization

Most recent Management Letter

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

**PREVENTIVE SERVICES FOR CHILDREN AND FAMILIES
APPENDIX B
PART 1: CASH EXPENDITURES DIRECT PROGRAM COSTS**

PROPOSER _____ PERIOD _____

RFP # and NAME _____

This 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.

The columns entitled Agency and Cost Center/Program shall be used if the budget is derived from the agency's general budget or from a cost center of which the **proposed** contract is a part.

Cost allocation methodologies for each line item must be included with application.

The component columns shall be used if two or more categories of service with different rates are purchased.

The combined total of Administration and Operational Costs (Section B, line 17 plus Section C, line 16 below) should not exceed 20 percent of the proposed Total Cash Expenditures (Section D) for any ECDSS component.

If there are exceptional circumstances that require the combined total of Administration and Operational Costs to exceed 20 percent of Total Cash Expenditures, this must be clearly identified and explained, and a written request for a waiver from this limit must be submitted as part of the application in an attachment entitled "Administration and Operational Cost Limit Waiver Request and Justification".

	TOTAL AGENCY BUDGET	COST CENTER PROGRAM
A. DIRECT PROGRAM COSTS		
1. Salaries, Wages (From pp. 2)		
2. Social Security (FICA)		
3. Pension / Retirement		
4. Worker's Comp.		
5. State Disability Insurance		
6. Life Insurance		
7. Health Insurance		
8. SUB TOTAL SALARY & FRINGE		
9. Worker Mileage, etc.		
10. Contracted Client Services		
11. Other Direct Program		
12. TOTAL DIRECT PROGRAM COSTS		

NOTE: Should ECDSS contract with the Proposer for this service, all information on the Appendix B Part 1 is to be included in the quarterly 2013 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Identify contractors or consultants in A10 and describe services.
- Item A11, Other Direct Program. Itemize and describe.

APPENDIX B
PART 1: CASH EXPENDITURES ADMINISTRATIVE COSTS

	TOTAL AGENCY BUDGET	COST CENTER PROGRAM
B. ADMINISTRATION		
1. Salaries, Wages (From pp. 4)		
2. Social Security (FICA)		
3. Pension / Retirement		
4. Worker's Comp.		
5. State Disability Insurance		
6. Life Insurance		
7. Health Insurance		
8. SUB TOTAL SALARY & FRINGE		
9. Staff Development		
10. Publications		
11. Conferences		
12. Research		
13. Public Relations		
14. Audit, Legal, Cons. Fees		
15. Dues, Licenses, Permits		
16. Other Admin. Expense		
17. TOTAL ADMINISTRATIVE COSTS		

NOTE: Should ECDSS contract with the Proposer for this service, all information on the Appendix B Part 1 is to be included in the quarterly 2013 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Describe relevance of Item B11 (conferences) to program objectives.
- Item B16 (other admin. expense) is to include any other administrative costs not accounted for on other lines. Itemize and describe.
- As noted above, cost allocation methodology for all Administration (B) line-item costs is required.

APPENDIX B

PART 1: CASH EXPENDITURES SALARIES & WAGES OF AGENCY ADMINISTRATIVE STAFF

(Include all Proposed Program Full and Part-Time Executive, Administrative Support and Clerical Staff who do not provide Direct Client Service and Service Supervision)

POSITION TITLE	NUMBER	ANNUAL SALARY	CONTRACT %
TOTAL ADMIN. STAFF COSTS			

* **NOTE:** Should ECDSS contract with the Proposer for this service, all information contained in this table is to be included on the quarterly personnel report for DSS Preventive Services and all information on the Appendix B Part 1 is to be included in the quarterly 2013 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Cost allocation for all administrative staff assigned less than 100% of their time is required.

APPENDIX B
PART 1: CASH EXPENDITURES OPERATIONAL COSTS AND TOTAL COSTS

	AGENCY	COST CENTER PROGRAM
C. OPERATIONAL COSTS		
1 Purchased Services (Non-Client)		
2 Property (Lease/Mortgage)		
3 Supplies, Printing		
4 Postage		
5 Equipment		
6 Lease/Rent Equipment		
7 Lease/Rent Vehicles		
8 Purchase, Vehicles		
9 Repairs, Maintenance		
10 Telephone		
11 Other Utilities		
12 Insurance		
13 Interest		
14 Taxes		
15 Other Charges		
16 TOTAL OPERATIONAL COSTS		

D. TOTAL CASH EXPENDITURES (A12 + B17 + C16)		
--	--	--

NOTE: Should ECDSS contract with the Proposer for this service, all information on the Appendix B Part 1 is to be included in the quarterly 2013 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Description of purchased services required. (C1)
- Identification of equipment items purchased over \$250 required. (C5)
- Amortization plan for items costing over \$1000 required. (C6)
- Vehicle purchase/lease (C7 & C8) - Describe the relevance to program objectives of any vehicle purchased or leased that is **proposed** to be charged, in part or in full, to a proposed contract.
- C15 Detail of all other charges must be provided.
- As noted above, cost allocation methodology for all operational line-item costs (c) is required.

**APPENDIX B
PART 2: REVENUES**

A. In-Kind Donations Specific to this Proposal:

<u>Description of Goods or Services Being Donated</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

A. TOTAL VALUE OF IN-KIND DONATIONS: \$ _____

B. TOTAL VALUE OF CASH DONATED FUNDS: _____

APPENDIX B
PART 3: BUDGET SUMMARY AND RATE CALCULATION

COMPUTATION OF RATE

	TOTAL CONTRACT
A. Total Cash Expenditures (Part I, Section D, pg. 7)	
B. Flex Funds (*NOTE: applies to Traditional and Specialized Preventive Services and may not apply to other services)	
C. Cash Donated Funds (Part 2, Section B, pg. 8)	
D. Amount Payable through this Proposal (A +B - C)	
E. In-Kind Donation (Part 2, Section A, pg. 8)	
F. Total Donated Funds, cash and in-kind (C + E)	
G. Number of Proposed Units of Service for this Program	
H. HOURLY UNIT OF SERVICE COST: (D – B) / G	

NOTE: Donated Funds (F above) represent _____ % of total value of contract.

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, 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.