



ERIE COUNTY
REQUEST FOR PROPOSAL (RFP)
for
Intensive Preventive Services

RFP # 1510VF

April 17, 2015

**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#
INTENSIVE PREVENTIVE 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 Intensive Preventive Services. The purpose of this document is to present interested parties with information to prepare and submit a proposal to provide Intensive Preventive Services in Erie County. Intensive Preventive Services is an umbrella term that incorporates two distinct types of intervention:

Intensive Home-Based Preventive Services is a crisis intervention model of service provided to high risk families with children at imminent risk of out-of-home placement if intensive intervention is not provided. The goal of this service is to remove the risk of harm to the child instead of removing the child. These services give families the chance to learn new behaviors and help them make better choices for their children. Child safety is promoted through small caseloads, program intensity, and 24 hour service availability.

Intensive Home-Based Reunification Services are short-term intensive services designed to reunite families when children are likely to remain in out-of-home placements for longer than six months without this intervention. Reunification services are closely tied to intensive family preservation services. The values and beliefs underlying intensive reunification services are the same as those for intensive family preservation services.

These values are:

- Safety of the child is the primary concern.
- It is best for children to be raised in their own families whenever possible.
- Providing services in partnership with the family is preferable.
- All people have the potential to change.
- The quality of services provided is monitored and the provider of services held accountable for the outcome of those services.
- Services are more effective when barriers to that service are identified and resolved.
- Services should be culturally sensitive and relevant.

A total of \$1,257,800 is potentially available for allocation for Independent Living Services for 2016.

Proposers are invited to respond to this request. A bidder’s conference will be held on April 28, 2015 at 95 Franklin Street, room 805, Buffalo, NY from 10:40 am – 11:15am 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.

II. FUNDING AND BUDGET

A total of \$1,257,800 is potentially available for allocation for Independent Living Services for 2016.

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 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.

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

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 15% of the requested funds, and 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:

April 17, 2015

Proposals Due: May 15, 2015
Bidder's Conference: April 28, 2015 at 10:40 am- 11:10 am
95 Franklin Street, room 805
Buffalo, NY 14202
Selection Made: June, 2015
Contract Signed: Following all necessary County approvals

IV. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Specific instructions for the proposal format and content are outlined in **Appendix A** found on pp. 18-20.
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 16. 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 May 15, 2015 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

5. Requests for clarification of this RFP must be written and submitted to Judith Kolmetz at the above address, or at Judith.Kolmetz@erie.gov no later than 4:00 pm on April 24, 2015. A list of questions and answers will be posted on the County website by April 29, 2015. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
6. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
7. No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
8. 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. 18-20. All **Appendix B budget attachments** must be completed and included in the cost proposal.

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 (page 17 of this RFP). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
10. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.
11. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.
12. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
13. All proposers must provide at least 5 references.
14. All proposers must provide a list of all subcontractors that their agency does business with.
15. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP on pp. 29-30. 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:

The Intensive Preventive Program is designed to strengthen the family and break the cycle of family dysfunction by preventing foster care, residential and other forms of out-of-home placement. The program goals include keeping children safe from abuse and neglect; improving family functioning; increasing social support; increasing parenting skills; improving school and job attendance and performance; improving household living conditions; establishing daily routines; helping clients become self-directed, and enhancing motivation for change while decreasing family violence. The program is designed for the most seriously troubled families.

B. Program Characteristics:

The basic standards that apply to Intensive Preventive Services include:

1. Services and staff must be available 24 hours a day, 7 days a week, including evenings and weekends.

2. Staff must have small caseloads (2-4 families).
3. A worker must see the family within 24 hours of referral.
4. Services are primarily delivered in the home.
5. An active practitioner provides face-to-face counseling, active treatment, and intervention 10-15 hours per week.
6. Services are time-limited: 30 days with a possible extension of 30 additional days, or 60 days with a possible extension of 20 additional days for families experiencing alcohol or substance abuse (ASA) issues.
7. CONNECTIONS is the sole record of services provided.
8. Compliance with all applicable regulations and contract requirements is expected.

1. **Target Population:**

The target population for Intensive Preventive Services includes:

- a. Children and families for whom a Child Protective Service (CPS) investigation has been initiated, with a child at imminent risk of placement, or
- b. Multi-problem families who are at risk of imminent separation because of the potential removal of at least one child from the family. At least one of the parents or legal guardians must agree to attempt participation in services.

Children served can be any age from newborn up until the age of 18.

2. **Service Strategies:**

It is expected that the services provided by the successful proposer will incorporate the following strategies:

- a. Intensive provision of casework services for multi-problem and/or severely dysfunctional families that is provided in the family's home or community, where the problems are occurring.
- b. Availability to clients 24 hours a day, 7 days per week, which allows close monitoring of potentially dangerous situations and the ability to defuse the potential for violence.
- c. Sessions are to be scheduled at the family's convenience and at times when there are the greatest opportunities for learning and practicing new skills, specifically at times in the family's day when problems needing to be resolved most often occur, such as early morning, meal times, and bedtimes.
- d. Develop and assess service treatment plans based on families' strengths and needs.
- e. Include services that recognize problem behaviors as skill deficits which can be overcome, in most cases, with sufficient motivation, effort, and effective treatment.
- f. Teach productive behavior to replace maladaptive behavior.
- g. Teach individualized problem-solving skills that can be used by family members to respond to and manage crisis and problem situations.
- h. Teach families basic skills such as using public transportation systems, budgeting, and where necessary, dealing with the social services system.

- i. Educate families in areas more commonly associated with counseling, such as child development, parenting skills, anger management skills, communications, and assertiveness.
- j. Utilize a range of research-based interventions, including crisis intervention, motivational interviewing, parent education, skill building, and cognitive/behavioral therapy.
- k. Provide concrete assistance to the family including providing transportation, assistance with cleaning and moving, ensuring appropriate sleeping arrangements, locating food, clothing, etc. when needed and training the family to assume these responsibilities. Assist with learning to communicate assertively with landlords to obtain needed home repairs.
- l. Provide emergency assistance on behalf of the family for the purposes of preventing placement, such as rental deposits, utility deposits, paying back utility bills, repairing cars to enable employment, purchase needed clothing, etc. These funds should be accessible only after all other available resources have been exhausted.
- m. Develop strategies that will be used to facilitate client's successful use of non-home-based community resources following termination.
- n. Provide families with assistance in enrolling children in school.
- o. Linkage and referral to services such as Traditional Preventive, Family Voices Network, daycare and other related services.
- p. Daily updates to case manager, with documentation in CONNECTIONS.

3. **Capacity:**

ECDSS is seeking a Proposer or Proposers who will provide quality service to the greatest number of eligible families. Proposal must address the number of families that will be served at any given time, and over the term of the contract.

The successful Proposer will demonstrate the ability to prioritize their workload to assure availability of Intensive Preventive Services to the most emergent needs/referrals.

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 using the ECDSS Dashboard evaluation reporting instrument
- Quarterly fiscal report

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

These following measures are captured on the ECDSS Dashboard (Replication) reporting tool, and are automatically calculated via the formulas embedded in the system.

	Definition	Measurement/ Target
A	Number of families served during the reporting period (defined as all cases open at any point, for any length of time, with your agency during the current period).	Percentage of families not having a new indicated report of child abuse or neglect = A-D/A Target: 100%
B	Number of children served (with preventive services) during the current reporting period.	
C	Number of indicated reports of abuse or maltreatment during current reporting period that were regarding an incident that occurred during the time the preventive services case has been open with your agency.	
D	Number of families with an indicated report of abuse or maltreatment during current reporting period that were regarding an incident that occurred during the time the case has been open with your agency.	
E	Number of children receiving preventive services with legal removal during the reporting period.	Children remaining home during the service period = (F- E)/F Target: 100%
F	Number of children receiving preventive services who are living with their family at the beginning of current reporting period.	
G	Number of children in foster care whose family is receiving preventive services during current reporting period.	Percentage of children returned home from foster care during current reporting period = H/G Target: 100%
H	Number of children discharged from foster care at any point during the current reporting period.	
I	Number of families without children in DSS custody at the beginning of the current reporting period.	Percentage of families who remain intact with no out-of-home placements during reporting period = I-J/ # of families receiving preventive services during reporting period. Target: 100%
J	Number of families with children newly placed in DSS custody during the current reporting period.	
K	<ul style="list-style-type: none"> - Number of families with current length of stay of 0-5.9 months - Number of families with current length of stay of 6-11.9 months - Number of families with current length of stay over 12 months 	Length of stay Target: less than 6 months* *NOTE: Intensive Preventive Services are time-limited to 1-3 months.

L	Number of families with new indicated report (for an incident that occurred while case was open with preventive services to 6 months post case close) within 6 months of case close.	Percentage of families without NEW indicated report of abuse/neglect at 6 month post case close time frame= (M-L)/M Target: 100%
M	Number of families at the 6 month post case close time frame during current reporting period.	
N	Number of families retaining legal and physical custody of their children 6 months post case close.	Percentage of families retaining legal and physical custody of their children 6 months post case close = N/M Target: 100%
O	Number of families with an identified original discharge from DSS custody date within the current reporting period.	
P	Number of families with release of child from DSS custody within 10 days of the original identified discharge date.	
Q	Number of families with health and safety goals in their service plan.	Percentage of families achieving the health and safety goals established in the service plan = R/Q Target: 100%
R	Number of families with substantial change and/or goal achieved for health and safety goals in their service plan.	
S	Total number of home visits conducted during the current reporting period.	Percentage of cases (open over 3 months) with 2 home visits per month as per standard of practice* = (U-T)/V Target: 100% *NOTE: Intensive Preventive Services require more frequent face-to-face involvement with the family.
	Number of cases open for less than the full 3 months of the current reporting period.	
U	Total number of cases open (for any length of time) during the current reporting period.	
V	Number of cases receiving minimum of 6 home visits during current reporting period.	
W	Total number of safety assessments completed.	Number of home visits meeting safety assessment (standard is to be done at every home visit)= compare W and S Target: 100%
X	Number of cases referred to your agency during the current reporting period.	Percentage of cases referred and accepted= Y/X Target: 100%
Y	Number of cases accepted by your agency during the current reporting period.	
Z	Number of cases rejected by your agency during the current reporting period.	Percentage of cases referred and rejected = Z/X Target: 0
Aa	Average caseload per worker for the current reporting period.	
Ab	Average number of days from the date of case referral to date of first home visit.	
Ac	Minimum number of days from the date of case referral to date of first home visit.	
Ad	Maximum number of days from the date of case referral to date of first home visit.	

VI. APPLICANT REQUIREMENTS

The successful Proposer will:

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

1. Proposed Services to be Provided
2. Agency’s Qualifications
3. Agency’s Expertise
4. Agency’s Experience

NOTE: The Cost Effectiveness/Budget proposal will be scored separately, 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, 2016 and terminating December 31, 2016.

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 on page 36. 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.

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

NON-COLLUSION

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

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

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

“NOTICE

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

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

and

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

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

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

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than one hundred eighty (180) days from the proposal date.

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, 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

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__

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 Intensive Preventive Services in the context of other preventive services.
2. Demonstrate how the funding provided to operate Intensive Preventive Services will be used to develop your agency's organizational capacity. Organizational capacity refers to the ability of your agency and 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 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, 2016.
5. Provide an overview of your agency's service delivery plan, including but not limited to:
 - target population and geographic areas to be served
 - 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
 - plans to meet the needs of at-risk families and keep children safe from harm
6. Describe your agency's capacity for service, addressing the total number of families to be served during the contract period, as well as the total number of families to receive service at any given time. Address how your agency will prioritize the workload to accommodate the most emergent needs and referrals.

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 16).
10. Include the signed **Erie County Equal Pay Certification** form (page 17).

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 number of 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 an eligible hour of direct service to families and children.
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** (pp. 21-28).

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 15% of the total annual budget. Agencies that offer administrative overhead at a lower rate will have their proposals scored accordingly based on the criteria used above for awarding these contracts.
5. Provide a budget narrative that provides the basis for your budget.

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

FOR RFP #:

I. GENERAL INFORMATION

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

II. FINANCIAL INFORMATION

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

III. SUPPLEMENTARY APPLICATION INFORMATION

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

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

IV. CERTIFICATION

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

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

SIGNATURE

DATE

NAME/TITLE

Appendix B - Fiscal Calculations

AGENCY: _____

FUNDING PERIOD: _____

RFP # and NAME: _____

The Fiscal Calculation pages request information in the following tables:

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

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

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

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

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

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

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

2) DIRECT PROGRAM RELATED EXPENSE

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

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

3) ADMINISTRATIVE OVERHEAD

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

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

4) REVENUE

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

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

5) RATE CALCULATION (If applicable)

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

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

6) STAFFING REVIEW - PROGRAM RELATED

In the following columns list all proposed direct program related staff. Indicate full or part time employees. 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			Proposal		
	% of Time	Current Salary	Current Period Cost	% of Time	Proposed Salary	Total Proposed Cost
Full Time Position Title:						
Total Salary:						
Total Fringe Benefit Cost:						
Fringe Benefits as percent of total salary:						
<p>Attach a separate worksheet showing details for all fringe benefit categories only if the fringe benefit totals exceed 35% of total salary. Detail fringe benefit information will be required in final contract documents.</p>						

7) STAFFING REVIEW - Administrative

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

Administrative Staff	Current Contract			Proposal		
	% of Time	Current Salary	Current Period Cost	% of Time	Proposed Salary	Total Proposed Cost
Full Time Position Title:						
Part Time Position Title:						
Total Salary:						
Total Fringe Benefit Cost:						
Fringe Benefits as percent of total salary:						
<p>Attach a separate worksheet showing details for all fringe benefit categories only if the fringe benefit totals exceed 35% of total salary. Detail fringe benefit information will be required in final contract documents.</p>						



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

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

CERTIFICATE HOLDER County of Erie 95 Franklin St Buffalo NY, 14202	CANCELLATION 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 & 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.