ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)
for
Emergency Services

for the purchase of prescriptions, food and ancillary household items

RFP # 1223VF

June 19, 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# 1223VF

EMERGENCY SERVICES

I. INTRODUCTION

The County of Erie, New York (the "County") is currently seeking proposals from qualified not-for-profit agencies interested in providing Emergency Services to applicants for assistance with the Erie County Department of Social Services. The purpose of this document is to present interested parties with information to prepare and submit a proposal to provide these services to individuals in Erie County who present at ECDSS with immediate needs which may include prescriptions, food, or other necessary personal or household items.

A maximum award of $160,000.00 is potentially available for allocation for Emergency Services for 2013.

Proposers are invited to respond to this request. A bidder's conference will be held on July 10, 2012 at 95 Franklin Street, room 805, Buffalo, NY from 11:30 am - 12:00 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 Emergency 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 maximum award of $160,000.00 is potentially available for allocation for Emergency Services for 2013.

Proposers are asked to identify their definition of a billable unit of service, as well as the number of units to be provided during the contract period, and the method used to calculate the number of units.

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 of 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 19, 2012	
Bidder's Conference:	July 10, 2012	from 11:30 am to 12:00 pm 95 Franklin Street, room 805 Buffalo, NY 14202
Proposals Due:	July 23, 2012	
Selection Made:	August, 2012	
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 on pp. 14-16.

2. A cover letter, contact information, and a letter of support signed by the CEO 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 23, 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 July 6 ,2012. A list of questions and answers will be posted on the County website by July 13, 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 on pp. 14-16. All **Appendix A 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 (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. Target Population:

Those requesting Emergency Services are low-income individuals who must meet eligibility guidelines set by the state and federal governments. These guidelines are based on the federal poverty level, and vary by program area, with the maximum being 200% of the federal poverty level.

B. Required Services:

ECDSS assists eligible individuals and families with food, cash, and medical benefits through the standard assistance programs of Temporary Assistance, Food Stamps, and Medicaid. There are times, however, when the need for assistance is immediate, and cannot wait for a case to be opened. In these situations, ECDSS staff may provide a referral to a community agency that will assist the client in meeting their emergency needs through vouchers or certificates to participating local vendors. The successful proposer, acting on behalf of the Erie County Department of Social Services, must provide these services to those individuals and families referred to them by ECDSS.

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

1. **Assessment -** Staff must be trained and competent in interviewing and assessing the needs of individuals, to determine how the emergency need can best be met.

2. **Providing vouchers for purchase of needed items -** Staff must accurately complete the voucher paperwork that applicants take to participating local vendors for the purchase of food or other needed items. Vouchers must correspond directly to the needs identified by the ECDSS staff member making the referral to the providing agency.

3. **Submitting proper paperwork to ECDSS for payment** – Successful proposer must keep accurate records of all vouchers/certificates given to ECDSS applicants, and submit the proper paperwork to ECDSS for billing on a regular basis, not less than monthly, as required by the contract.

C. Required Proposer Characteristics:

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

1. **Accessibility:** The successful proposer must be available and accessible to the public of Erie County, with hours of operation of at least 8:30 am through 5:00 pm, Monday through Friday, and a location convenient to individuals utilizing public transportation. The successful proposer must also be accessible to the staff of ECDSS, so that information can be easily exchanged.

2. **Capacity:** The successful proposer must demonstrate that they have the capacity to serve at least 30 clients per month.

3. **Qualified, Trained Staff:** The successful proposer will have trained staff members that possess effective interviewing skills that will assist them in assessing the applicant's actual needs.

4. **Network of Community Resources:** The successful proposer must have established and successful working relationships with an array of local vendors that have agreed to accept the emergency voucher/ certificate, and abide by the limits of its use.

5. **Accountability:** The successful proposer must have the resources in place to keep accurate records of services performed, and to bill the County according to the requirements and limits of the contract, no less than monthly. Monthly summary reports must be submitted as determined by ECDSS and outlined in the contract. All vouchers issued must correspond directly to the needs identified by the referring ECDSS worker.

6. **Reliability:** The successful proposer must assure ECDSS that the services ordered will be delivered as agreed, in a professional and prompt manner.

7. **Cultural Sensitivity:** The successful proposer must have a plan in place for training staff in the area of cultural sensitivity. Customers of ECDSS may include refugees, immigrants, and those from a variety of countries, having different cultures, languages, religions, and values. The successful proposer must also have a plan in place for communicating with clients with limited English proficiency.

8. **Confidentiality:** The successful proposer must assure ECDSS that any and all information obtained while providing services will be used only to assist customers in meeting their needs,

and for no other purpose. This information can and must be shared with the Erie County Department of Social Services, however, as the successful proposer will be acting *on behalf of* ECDSS. In any other context, the information must remain strictly confidential, in accordance with current state, federal, and local laws and regulations.

9. **Quality Assurance/Improvement:** The successful proposer must have an internal system of performance monitoring to ensure the quality of services being performed. The successful proposer will have a system in place to utilize data collected from this monitoring to improve program delivery methods as needed.

D. Performance Measures

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

Goals/ Desired Outcomes of Services Provided:

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

1. Each applicant that is referred to the proposer agency will receive vouchers/certificates to participating local vendors on the same day that they present at the proposer agency.

   TARGET: 100%

2. The amount of each voucher/certificate issued by the proposer agency will directly correspond to the immediate needs identified by the referring ECDSS staff member and no more.

   TARGET: 100%

3. All paperwork corresponding to the vouchers/certificates issued to applicants will be submitted to ECDSS on a regular basis, not less than monthly.

   TARGET: 100%

4. Each monthly report must contain the following information:

   a. The name of each individual served during the reporting period.
   b. The category and dollar amount of assistance provided for each individual served, i.e. "Prescriptions-$50," "Food Assistance- $30," etc.
   c. The total amount of the vouchers/certificates issued to each individual served during the reporting period.
   d. Attached invoices/vouchers correspond to the amounts listed in the report.

The data will be analyzed by ECDSS staff to ensure that the assistance provided was appropriate and reasonable for the need identified by the referring ECDSS worker. ECDSS reserves the right to question charges that appear excessive for the identified need.

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 emergency contact and response capacity
- Maintain regular communication with ECDSS in a timely manner
- 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. EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer's experience 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: 40 points
  2. Agency Experience and Business Practices: 40 points

  The Cost Effectiveness/Budget proposal will be scored separately, with a maximum of 20 points, and should be sent in a separate, sealed envelope when submitted.

Agency's Ability to Provide Requested Service — 40 Points

- Agency's hours of availability match the needs of ECDSS
- Ability to provide qualified, competent staff members
- Ability to handle the volume of requests for assistance
- Ability to utilize a broad array of community resources/vendors
- Agency's description of the Emergency Services proposed and how they relate to the needs of the target population
- Ability to offer services to a culturally diverse population in a sensitive manner, including people with limited English proficiency
- Agency's description of how it will achieve the goals outlined in this RFP
- Ability to staff and implement the program in its entirety by January 1, 2013

Agency's Experience — 10 Points

- Agency's history/experience providing services to people in crisis
- Agency's past experience in providing *this* service to citizens of Erie County

Agency's Business Practices — 30 Points

- Ability to be readily accessible to ECDSS via phone, fax, and email
- Ability to keep accurate records, bill appropriately, and submit required reports in a timely manner
- Agency's policy of maintaining confidentiality of information
- Ability to work effectively with ECDSS and other community resources
- Agency's method for training and screening its staff to ensure their competency
- Agency's internal plan for monitoring performance and improving quality of services

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) on the *Instructions for County of Erie Standard Insurance Certificate* found on 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."

<u>and</u>

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **"**

*** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

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

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

EFFECTIVE PERIOD OF PROPOSALS

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

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, its cover letter and 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 the Proposer'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 the Proposer's organization, personnel and experience that would substantiate the Proposer'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 Emergency Services and promotes the outcomes defined in this RFP.

2. Demonstrate how the funding provided to provide Emergency 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 by the Proposer 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:

   - target population and geographic areas to be served
   - proposer's specialized services and resources
   - relationship with participating local vendors
   - days and hours of service availability
   - accommodation of clients with special needs, including cultural differences and limited English proficiency
   - ways in which confidentiality will be ensured

6. Describe your agency's capacity for service.

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, and how the agency will monitor compliance. 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 Emergency Services.

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. Identity 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.

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 A**.

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.

6. 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
- Most Recent Management Letter
- Listing of Officers and Board of Directors
- Evidence of current IRS determination as a 501 (c) (3) organization

ERIE COUNTY, NEW YORK
2013 SOCIAL SERVICES
FUNDING APPLICATION

FOR RFP # AND NAME:

_____

APPENDIX B – FISCAL

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.

_X_ Most recent Audit report prepared by an independent CPA

_X_ Listing of Officers and Board of Directors

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

X 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
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.

PART 1: CASH EXPENDITURES DIRECT PROGRAM STAFF SALARIES & WAGES

(Include all Full and Part-Time Direct Client Service Staff and Supervisors)

POSITION TITLE	NUMBER IN POSITION	ANNUAL SALARY	PROPOSED CONTRACT %
TOTAL # AND SALARIES			

* **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*

- Narrative must include explanation of any staff increase or reference to such explanation as may be included in the Program Description.
- Any increase in salaries or fringes in excess of COLA must be explained.
- Cost allocation methodology for all direct staff assigned less than 100% of their time is required.

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:

Description of Goods or Services Being Donated	***Amount***
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____

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.

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

County of Erie Standard Insurance Certificate

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

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

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

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

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

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

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

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

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

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

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

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

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

X Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.

Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.