



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)

TO PROVIDE

SUBSIDIZED EMPLOYMENT SERVICES

RFP # 1515VF

May 6, 2015

Carrie Godfrey, Assistant Social Services Program Director
Erie County Department of Social Services

EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK

REQUEST FOR PROPOSALS (“RFP”) # 1515VF

TO PROVIDE SUBSIDIZED EMPLOYMENT SERVICES

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking proposals from qualified agencies (“Proposer”) interested in providing Subsidized Employment Services. Proposers interested in providing this service are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs.

The County reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer, and to award negotiated contracts to one or more Proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. FUNDING AND BUDGET

A total of \$600,000 is potentially available for the requested Subsidized Employment Services for 2016. \$275,000 is allocated as per Program Performance Benchmarks and \$325,000 is to be utilized for payment of subsidized wages.

The award is subject to annual contract renewal, contingent upon the Proposer’s successful performance of project objectives and the continued need and desire for such services as articulated by Erie County DSS. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose. All contract appropriations are subject to Legislative approval.

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

Note: By Executive Order from the NYS Governor and the Erie County Executive, administrative costs may not exceed 15% of the requested funds. Lower Administrative costs will be favored when rating proposals. Erie County seeks to move in the direction initiated by New York State to keep administrative costs at this level or below.

III. PROPOSAL TIMEFRAMES

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

Issue RFP:	May 6, 2015	
Bidder’s Conference:	May 20, 2015	from 11:00 am to 12:00 pm

Proposals Due: June 5, 2015
Selection Made: July 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**.
2. 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**. 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 #7, below.
3. Submission of the proposals shall be directed to:

Carrie Godfrey, Assistant Social Services Program Director
Erie County Department of Social Services
95 Franklin Street, Room 868
Buffalo, NY 14202

All proposals must be delivered to the above office on or before June 5, 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.

4. Requests for clarification of this RFP must be written and submitted to Carrie Godfrey at the above address, or at Carrie.Godfrey@erie.gov no later than 4:00 pm on May 15, 2015. A list of questions and answers will be posted on the County website by May 25, 2015. No communications of any kind will be binding against the county, except for the formal written responses to any request for clarification.
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
6. 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.
7. 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 #. All **Appendix B budget attachments** must be completed and included in the cost proposal.
8. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.
9. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose

reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

10. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.
11. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.
12. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
13. All proposers must provide at least 5 references.
14. All proposers must provide a list of all subcontractors that their agency does business with.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. Introduction:

The goal of the Erie County Department of Social Services (ECDSS) is to provide the citizens of Erie County with assistance needed to achieve self-sufficiency. To that end, ECDSS is committed to providing Employment and Training opportunities to its customers in receipt of Temporary Assistance to Needy Families (TANF) and Safety Net Family Assistance (SNF).

B. Program Information:

Target Population:

The target population for this RFP is employable TANF recipients.

Project Description: The purpose of this RFP is to solicit proposals from qualified community agencies that are able to provide subsidized employment services to TANF and Safety Net Family recipients who are deemed by ECDSS to be "employable" through the assessment process. The majority of the participants will be "sanctioned" ECDSS clients who qualify for Temporary Assistance but are not satisfying the requirements for receiving eligibility services. Applicant agencies may request to provide services that deliver a continuum of employment services that are designed to assist, develop, monitor, and evaluate participants as they demonstrate their ability to become successfully employed. Development of these skills are a necessary prerequisite to the applicant agency's intent to link the participant with unsubsidized employment, following the eight (8) week subsidized program.

The successful bidder, acting on behalf of the Erie County Department of Social Services, must provide the following services to those individuals referred to them by ECDSS:

These services include, but are not limited to,

- Employment services, subsidized by ECDSS, within fourteen (14) days of receiving the ECDSS referral.
- Referred participants who fail to accept the offer of subsidized employment, or who subsequently lose their subsidized employment through non-compliance are to be immediately reported to ECDSS within twenty-four (24) hours via faxed communication, and may result in case closure of their benefits. All issues of non-compliance are to be addressed with the participants by the agency and communicated to ECDSS in a timely manner.
- The agency selected to provide these services will become the "employer of record," providing full-time thirty (30) hours per week, minimum wage subsidized employment at

various worksites for a period of eight (8) weeks. This program is intended to be a “tryout” employment model.

- Case management and job development services are to be provided to participants during the eight (8) week period that the participant is engaged in the program.
- The agency will be expected to monitor and report to ECDSS daily attendance and punctuality of the participants at their worksites.
- Barriers to employment, such as transportation, child care, language translation services, etc. are to be addressed by the selected agency. NOTE: Transportation assistance will be provided to participants through ECDSS in the form of bus passes, but the contracted agency should monitor any problems that arise with transportation and address, as needed. Additionally, the agency will assist the participants with various community supports that may be needed to maintain successful employment; i.e. housing, tax credits, health insurance, training, etc.
- Participants who are successful with this program will be assisted with obtaining unsubsidized employment, after completing the eight (8) weeks of subsidized placement.
- All supportive services to participants will cease to be the responsibility of the agency selected, upon transition to unsubsidized employment OR upon referral of the participant back to ECDSS.

C. Projected Outcomes

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

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 Proposal:

1. To assist participants with developing the necessary skills to gain and maintain employment.
2. To successfully address all participants’ barriers or potential barriers to employment.
3. To assist all participants in obtaining available and appropriate community work supports.
4. To transition participants who demonstrate job proficiency and job-keeping skills into unsubsidized positions with private and public sector employers, following their subsidized employment.
5. To have participants meet Federal employment requirements relative to receiving Temporary Assistance benefits.

It is expected that the applicant agencies for Subsidized Employment Services will report to ECDSS, on a monthly basis, at minimum, the following data:

- Number of referred participants
- Number of participants who engage with the program
- Number of participants who complete the program
- Number of participants who are non-compliant with the program and are referred back to ECDSS
- Number of participants who are successfully transitioned to unsubsidized employment
- Number of participants who maintain unsubsidized employment for a minimum of 30 (thirty) days
- Barriers which have prevented participants from completing the program, with percentages of participants’ experiencing these barriers

Units of Service and related Program Performance Benchmarks are as follows:

PHASE #	PHASE DESCRIPTION	MAXIMUM # PARTICIPANTS	COST/ PARTICIPANT	MAXIMUM PHASE ALLOCATION
I	Referral	500	\$250.00	\$125,000.00
II	Subsidy Assignment/Case Management	260	\$250.00	\$65,000.00
III	Unsubsidized Job Placement	100	\$450.00	\$45,000.00
IV	30 Day Job Retention	80	\$500.00	\$40,000.00
		TOTAL Performance Allocation		\$275,000.00

E. Agency Experience and Qualifications

The successful proposer must be able to meet and explain how they will meet the following requirements:

1. Establish a Quality Improvement Plan
2. Initiate Data Collection
3. Evaluate Data
4. Develop and Implement a Process Improvement Plan
5. Provide required fiscal and program reports

The successful Proposer will:

- Demonstrate the ability to provide the service, effective January 1, 2016.
- 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
- Maintain regular communication with ECDSS in a timely manner
- Utilize a Quality Improvement Program
- Maintain a skilled and appropriately educated workforce
- Complete criminal background checks on each employee associated with providing direct services to the participants

VI. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities or informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;

- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

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

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer's experience in performing the proposed services.
- The Proposer's financial ability to provide the services.
- Evaluation of the Proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer's projected approach and plans to meet the requirements of this RFP.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful Proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR IF NECESSARY THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The award period will be for a one-year term, with the option to renew for four additional one-year terms, subject to annual contract renewal, contingent upon the Proposer's successful implementation of the program, data collection, monitoring, goal attainment, and compliance with required reporting. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose.

INDEMNIFICATION AND INSURANCE

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Proposer agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

All deliverables created under this Agreement by the Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Proposer may retain copies of such records for its own use.]

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

NON-COLLUSION

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH LAWS

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

CONTENTS OF PROPOSAL

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

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

“NOTICE

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

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

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 Agency Name

By:

Name and Title

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.

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__

**APPENDIX A:
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 (Appendix B Budget/Cost Proposal Documents) must 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. It consists of the Appendix B Budget Forms.

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 the mission of your agency.
- 2. Demonstrate how the funding awarded to provide requested 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, 2016.
- 5. Provide an overview of your agency's service delivery plan, including but not limited to Proposer philosophy, target population and geographic areas to be served, internal Proposer training, specialized Proposer services and resources, additional Proposer services that could be extended to this population.
- 6. Describe your agency's capacity for service, addressing the estimated total number of individuals that may be served by your agency's program.
- 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 the requested services.
- 9. Include the signed **Schedule A Proposer Certification.**

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 references or letters testimony from other agencies for whom you have provided this or a similar service, with contact information.
9. Provide any additional information that would distinguish your organization in its service to Erie County.

Section 3 – Budget/Cost Proposal: use the budget forms provided and **submit in a separate, sealed envelope.**

1. Complete the amount of Funding Request to ECDSS for this proposed contract.
2. List your 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 have been attached to this RFP as Appendix B.

Administrative

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

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

FOR RFP #: 1515VF

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 _____
- Address _____
Street _____
City/State/Zip _____
- 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)		

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:						
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.						