

ERIE COUNTY

**REQUEST FOR PROPOSAL (RFP) TO PROVIDE
ON DEMAND RIDE-SHARE
TRANSPORTATION SERVICES-PILOT
PROGRAM**

RFP # 2022-028VF

[05/09/2022]

**Erie County Department of Senior Services
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NY 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)
RFP # 2022-028VF

TO PROVIDE DEMAND RIDE-SHARE TRANSPORTATION SERVICES

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified vendors interested in providing ON-DEMAND RIDE-SHARE TRANSPORTATION SERVICES for the Erie County Department of Senior Services. The Department strives to reach and provide transportation services to all Erie County residents over the age of 60, their caregivers and to disabled residents under the age of 60 who need transportation services. The Department and its programs are funded and supported by various local, state and federal funding streams, most of which have specific funds set aside for transportation services.

Transportation services are available to persons of all income levels and levels of independence. The Department is interested in working with a proposer to improve upon the transportation services for current clients and those who will use it in the future by giving them another option to gain access to rides on nights and weekends. It is our belief that some clients who no longer can drive themselves may use these newly available times to visit with friends or loved ones, thus potentially decreasing social isolation which is one on the Social Determinants of Health. As such, the mission of the Department of Senior Services of Erie County is to promote the well-being of all older adults through coordinated and cost-effective services which will enhance their independence, dignity, and quality of life.

II. CURRENT EFFORT

The Department seeks to provide transportation to the residents of Erie County in a consistent pattern through the most appropriate channels for all ages and tendencies of older adults, caregivers and others in need of support. Rides being provided currently have an order priority: medical, nutrition/food shopping, education/employment, social services, social activities and personal shopping/errands.

- A. Currently, the Department uses a mixed model for scheduling and dispatching. For example, each agency/municipality that participates in the Going Places Van Service operates independently of each other in terms of the days of the week they have van

service, the number of vans they have on those days, the daily service hours of the vans, client eligibility to be served, and how they are compensated from the Department.

- B. The Department is faced with the challenge of serving all residents of the County with the current fragmented transportation system. This applies to both the Department's transportation system, as well as the region as a whole. There are areas that are not being served currently by the Going Places Van service and the Department's 3rd party contract agencies. With the potential in having over 300,000 older adults, 70,000 more than 2021, adding new ride options to the Department's transportation system will be crucial to meet demands of the future.

III. FUTURE STATE

While the Department is focused on providing transportation to the residents of Erie County to meet their current needs, it is our intent to position ourselves for future demographic growth and service success. As current funding streams decline or remain flat funded, it will become more difficult to serve our clients in a timely manner. We believe we need to broaden the offerings in the types of transportation we offer, and the manner in which it is delivered is key to meet future transportation demand.

Erie County Department of Senior Services defines ON-DEMAND as having transportation services available 24 hours a day, especially in matters where a client may have an urgent need to get specific location with very short notice. For this ON-DEMAND service, we expect the proposer to have representatives available 24 hours a day in order to ensure that clients can be assisted before, during and after the trip has given.

Erie County Department of Senior Services defines RIDE-SHARING as a service delivery method in which a driver owns their own vehicle and is working under the supervision of an agency that coordinates and assigns rides in real time to available drivers that best suit the needs of the individual client.

By broadening the method and types of transportation services we offer, it will allow our clients to have more flexibility in using the services at a time that is convenient for them. This flexibility would help to alleviate some of the burden on the Going Places system during the day if specific rides were used through the on-demand feature outside of peak times, especially if it the trip is far outside the normal area of operations for the van(s) in that area.

IV. PROPOSALS

Proposers interested in providing services to the Department are invited to respond to this request.

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

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, 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. The County reserves the right 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 protected by New York State and Federal laws.

V. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

Issue RFP: 05/09/2022

Pre-Proposal web conference call: 05/16/2022

Erie County Senior Services ON-DEMAND RIDE-SHARE
CONFERNCE CALL INFO

3:00 pm EST – 4:30 pm EST

Join from the meeting link

<https://erie.webex.com/join/ryan.gadzo>

Join by meeting number

Meeting number (access code): 967 114 302

Tap to join from a mobile device (attendees only)

+1716-858-2250,,967114302## United States Toll (Buffalo)

+1-415-655-0003,,967114302## United States Toll

Join by phone

+1 716-858-2250 United States Toll (Buffalo)

+1-415-655-0003 United States Toll

Access code: 967 114 302

Proposals Due: **05/23/2022**

Selection Made: **06/01/2022**

Contract Signed: Following all necessary County approvals

Questions regarding this RFP may be submitted to Angela.Marinucci@erie.gov up to May 18, 2022.

B. 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. Proposals shall be not more than fifteen (15) pages.
- 2.** Cost proposals must be submitted separately from proposal in a sealed envelope and as an individual electronic document.
- 3.** Four (4) originals must be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected. One (1) copy of the proposal shall be submitted electronically to Erin.Mahoney@erie.gov.
- 4.** Submissions of the proposals shall be directed to:

Commissioner Angela Marinucci
Erie County Department of Senior Services

95 Franklin Street, 13th Floor
Buffalo, NY 4202

All proposals must be delivered to the above office on or before, 2021 by 4:00 pm. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

5. 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. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
9. If Proposer is a Veteran Owned Business, Proposer should include letter indicating company is 51% or more Veteran-Owned.
10. By submitting this proposal, Proposer understands and agrees there must be compliance with federal, state and local laws in regard to privacy practices and safeguards. Therefore, proposals must include Proposer's privacy practices and procedures i.e. client confidentiality policy. Proposer's practices and procedures must thoroughly address possible breach situations.
11. The proposing agency, company or entity must be based in the United States.

All Proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proper name, due date of proposal, proposal name "PROVIDE EVENING AND WEEKEND ON DEMAND TRANSPORTATION SERVICES RFP#" and Cost Proposal.

VI. SCOPE OF PROFESSIONAL SERVICES REQUIRED

Background:

The Erie County Department of Senior Services provides an array of services to support the older adults, disabled individuals and caregivers of Erie County. Transportation services are a growing need for the demographic in which we serve. With more people needing assistance, and the fragmented network of transportation in the region, the Department is looking for assistance in meeting the needs of residents by expanding the time in which they can receive rides. The budget for this campaign is approximately \$120,000 over a 1-year time frame for the pilot program.

Successful Proposal:

The Department is interested in developing a sustainable, countywide transportation system capable of serving Erie County's older adults, their caregiver, and residents who may be disabled and under 60 years of age now and in the future. The preferred solution will include a cohesive plan using best practices to improve the transportation system of the Department by incorporating an on-demand curb-to-curb services.

The successful proposal will:

1. Provide a 12-month plan with a start date of April 1st, 2022.
2. Provide detailed accounts on how proposer will be able to serve clients 24 hours a day during the pilot program. This may include the number of drivers and vehicles currently operating in Erie County.
3. Provide services throughout Erie County, including all rural, suburban and urban areas.
4. A plan, or previous experience, to incorporate any technology needed for pilot program with current technology and scheduling software being used by the Department.
5. Approaches to identify plans to meet current and future demands for service, once pilot programs end.
6. Must provide customer assistance before, during and after the ride is complete. This may include assisting client to make sure on-demand vehicle suits the individual's needs (i.e. more leg room, larger trunk area for assistive device or wheelchair, etc.).
7. Must provide references and examples of program success for similar organizations.

VII. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal 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 of Erie 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 of Erie for the required services;
- By submitting a proposal, the Proposer agrees and understands that the County of Erie 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 of Erie, 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 the both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, 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 of Erie 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 in proposals received after notification to proposers affected;
- To select any proposal as the basis for the 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 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 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:

- Proposer's demonstrated capability to provide the services across Erie County;
- Proposer's demonstrated capability to provides services for all clients, ambulatory, those with assistive devices and standard size wheelchairs;
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services;
- Proposer's experience to perform the proposed services;
- Proposer's ability to serve the demographic targeted by the Department;
- Proposer's plan to position the Department for future success in a transportation services;
- Proposer's process to vet drivers, including but not limited to driving history and background check;
- 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;
- Proposer MUST sign the Proposal Certificate attached hereto as Schedule "A". Unsigned proposals will be rejected;
- Proposer may be required to give an oral presentation to the County to clarify or elaborate on 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 of Erie 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 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 one (1) 12 month period commencing , 2022 and terminating , 2023 [The County in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional 12 month periods at same price and conditions].

INDEMNIFICATION AND INSURANCE

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

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

- (a) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant 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, attorney’s fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; 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 insurance coverage described in Schedule "B".

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 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 of 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 of Erie. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent 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 the contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSALS

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 State Freedom of Information Law shall:

- a) Insert the following notice on the front page of its proposals:

“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 terms proposed). Such period shall not be less than 180 days from 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 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 of Erie for the required services. The undersigned agrees and understands that the County of Erie 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 of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie 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 of Erie reserves all rights specified in the Request for Proposals,

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or I any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____

Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

SCHEDULE "G"

EQUAL PAY CERTIFICATION

In order to comply with Executive Order 13 date 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"). 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 ground for determining that a bidder is not qualified in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five (5) years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five (5) years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

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 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 mad 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_____.

EXHIBIT "A"

Active Clients

2021: There are 6483 clients eligible for service.

Served Clients for Last 5 years

2016: 2063 individuals served

2017: 1958 individuals served

2018: 2299 individuals served

2019: 2271 individuals served

2020: 1689 individuals served (COVID LIMITATIONS)

2021: 1421 individuals served (COVID/3rd PARTY LIMITATIONS)

Units of Service for Last 5 years

2016: 66,211 one way rides given

2017: 61,551 one way rides given

2018: 63,492 one way rides given

2019: 64,058 one way rides given

2020: 42,582 one way rides given (COVID LIMITATIONS)

2021: 43,514 one way rides given (COVID/3rd PARTY LIMITATIONS)

Funding Available for Transportation Services for Last 5 years

2016: \$940,354

2017: \$920,008

2018: \$1,092,962

2019: \$1,360,379

2020: \$1,210,282

2021: \$