



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)
TO PROVIDE

Transportation Services

for the *Erie County Health Department*
Special Needs Division

RFP #2022-031VF

June 1, 2022

Gale Burstein, Commissioner
Department of Health
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP #2022-031VF

To Provide: TRANSPORTATION SERVICES

for the

Erie County Department of Health Special Needs Division

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified transportation companies interested in providing Transportation Services for the Erie County Department of Health’s Special Needs Division.

The New York State Laws of 1992, Chapter 428, and 1993, Chapter 231, established an Early Intervention Program for children ages birth through two (0-2) diagnosed with developmental delays and their families, including provision by the County of Erie for transportation services. Eligibility for the program is determined by the County as part of each child’s Individual Family Service Plan (I.F.S.P.)

The New York State Education Law of 1989, Section 4410, established a Preschool Education Program for children ages three through five (3-5) with developmental delays, including provision by the County of Erie for transportation services. Eligibility for the program is determined by Local School Districts as part of the child’s approved Individual Education Plan (I.E.P.)

The County is responsible to provide transportation services for children ages birth through age 5 attending Early Intervention or Preschool Programs who require transportation to service sites.

A Fact Sheet (Appendix A) is attached and outlines the location of service to which children may need transportation as well as the maximum enrollment at each service location.

Proposers interested in providing said service are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provide the best solution for the 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 or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

Issue RFP: June 20, 2022

Pre-Proposal Meeting: July 12, 2022 (see #7 below for more details)

Proposals Due: July 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.
2. One (1) original and five (5) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Mary Martin, Director of Special Needs Division
Erie County Department of Health
Edward A. Rath County Office Building
95 Franklin Street, Room 828
Buffalo, New York 14202

All proposals must be delivered to the above office on or before July 18, 2022 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 Mary Martin at Erie County Department of Health Special Needs Division, Edward A. Rath County Office Building, 95 Franklin Street Room 828, Buffalo, New York 14202 or Mary.Martin@erie.gov no later than 4:00 p.m. on July 5, 2022. Formal written responses will be distributed by the County on or before July 11, 2022. 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. Proposers are encouraged to attend an optional pre-proposal meeting which will be held via WebEx on July 12, 2022 at 10:00 am. Those wishing to participate in the WebEx must register ahead of time with Mary Martin at Mary.Martin@erie.gov to receive an invite/access code for the meeting.

All proposers submitting proposals must sign the certification on page 13 and must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name (“Transportation Services – Special Needs Division” RFP #2022-031VF) and Cost Proposal.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED & PROPOSAL CONTENTS

The contractor will provide transportation services for children ages birth through age 5 attending Early Intervention or Preschool Programs requiring transportation to service sites as follows:

1. Half day morning and half-day afternoon programs usually 2 ½-3 1/2 hours in duration. There are approximately 50 children at any given time that require this type of transportation service. Approximately 10% of the 50 children require wheelchair transportation service. In the current 21-22 school year there are 35 children on half day runs and none require a wheelchair.
2. Full day programs are usually 5 to 6 hours in duration. There are approximately 800 children at any given time that require this type of transportation service.

Approximately 10% of the 800 children require wheelchair transportation service. In the current 21-22 school year there are 520 children on full day runs with 31 requiring a wheelchair bus.

3. Service sites other than half day or full day programs including daytime, evening, and weekend transportation to a variety of service sites for a period of time ranging from less than one hour to several hours in duration. It is estimated that less than 50 children at any given time will require this type of transportation service here after referred to as “Negotiated Rate” Transportation Service. Approximately 10% of the 50 children require wheelchair transportation service. In the current 21-22 school year there are no children riding under a negotiated rate.

4. Transportation requirements will include, but are not limited to, children requiring basic car seats, children in wheelchairs, children with parents (attending parent child groups or specialized clinic visits), air conditioned buses, 1:1 aides, nurses riding with children, direct routes, out of county pick up or drop off locations, and special harness restraints.

Further detail is as follows:

Component #2 – Transportation Services

Scope of Services: The Transportation Company will be responsible for the following:

- (1) Providing children with CURB to DOOR transportation services including an attendant trained in basic first aid on each vehicle. Drivers and attendants will be expected to assist children from the curb or driveway of the parent/caregiver to the door of the service provider and return back from the door of the service provider to the curb or driveway of the parent or caregiver. Children shall be transported in a normal sitting position on a seat with a seat belt and/or harness or size appropriate care seat/infant carrier as approved by current State and Federal guidelines. The child must be appropriately secured in the car seat/infant carrier by the bus attendant and the car seat/infant carrier must be appropriately secured by the designated bus company personnel to the vehicle according to manufacturers’ guidelines. Children may only be discharged to an authorized adult or service provider. Wheelchair transportation equipment and services

shall be equal to, or exceed those required for school age children as established by the NYS Commissioner of Education. There are occasions when a child will be accompanied by an authorized adult (parent/caregiver/personal nurse).

- (2) Transporter(s) must provide transportation services **from the child's pick-up site within Erie County to the Erie County** service provider site. Rarely will a Transporter be required to transport outside of Erie County, but may be required to do so at negotiated rate.
- (3) The Transporter(s) shall be responsible for the transportation of a child from the pick up point to the site of the child's service provider, and, in most cases, a return trip back to a drop off point
- (4) The Transporter(s) is required to acquire and maintain during the duration of this contract copies of all laws, rules, and regulations of all agencies Federal, State, County, and local which are concerned with the operation and maintenance of services under this contract; including, but not limited to, the New York State Vehicle and Traffic Law, Article 19A; the New York State Commissioner of Education Regulations, Section 156.3; and the New York State Transportation Law, Article 7; all of which must be complied with where applicable, without exception, and are made a part of the contract by reference.
- (5) The Transporter(s) will provide and maintain a current list of all vehicles used to provide transportation services under this contract.
- (6) The Transporter(s) will immediately forward copies of DOT inspection reports (Operator's Profiles) to the Erie County Department of Health. Further the Transporter(s) will forward copies of the individual detailed inspection reports for all vehicles used to provide transportation services under this contract. Should a vehicle fail inspection the transporter will immediately forward to Erie County Department of Health the second report ensuring that necessary steps were taken to acquire passing status.
- (7) **The Transporter(s) shall ensure that children are attended by an authorized adult at all times. This includes the entire time the children are on the bus and during all pick-up/drop-offs from/to the authorized adult/agency provider.**
- (8) **The Transporter(s) will maintain immediate communication with busses at all times while children are being transported.**

REQUIRED PROPOSAL CONTENTS

- A. Pricing - Proposal Fee:** An individual child's "rate per day" shall be for the transportation of the child from the pick up point to the site of their service provider and, in most cases, a return trip back to a drop off point. Prices will remain firm for the first year of the contract. A price adjustment may be made at the end of each contract year, with a guaranteed five percent (5%) maximum limit per year on increases. Price increases can only be requested at the end of each contract year and will become effective on September 1 of the new year.

B. Vehicle Capacity:

Each bidder must have the necessary vehicles and equipment to provide transportation service for any designated child. Bidders must also have reasonable replacement vehicle capacity in the case of breakdowns and substitute drivers available in case of driver absence.

- **The Transporter(s) must be able to communicate with busses at all times during scheduled transportation times for students.** All vehicles must be equipped with operable two-way radios which must be operating at all times and capable of vehicle-to-station transmission. The Transporter must provide beepers and/or cell phones to busses when aware that routes will cause radios to be out of range. Transporter(s) must have a back up plan in place in the event that a bus is either out of range or the two-way radio ceases to work. This plan will be forwarded to Erie County upon request.
- **The Transporter(s) must equip all vehicles with working GPS and AVL systems to assist drivers in locating pick-up and drop-off points as well as to allow the Transporter(s) to locate busses at all times during scheduled routes.**
- Vehicles must be specifically equipped with appropriate sized seat belts, harnesses, or car seat/infant carriers as approved by current State and Federal guidelines and said harnesses or car seat/infant carriers must be installed in the vehicles per the manufacturer's directions in order to ensure each child's safety. **A list and product description of each type of restraint system to be utilized in the vehicles shall be forwarded to Erie County and Updated as needed.** No child shall be placed in the front seat of any vehicle which has an operable passenger side air bag.
- Vehicles must have current Department of Transportation inspections. The Transporter(s) must have a Department of Transportation permit to operate the service vehicle, which must comply with all Federal, State, County, and local laws and regulations governing the use of motor vehicles.

- Provisions regarding vehicles, drivers, and aides shall be equal to or exceed those required for school age children by the NYS Commissioner of Transportation, the NYS Commissioner of Education, and the NYS Department of Transportation.
- At the time of submission of bid for this contract, the Transporter(s) must furnish the County with a list of all vehicles which will be used to perform this contract. All such vehicles must be equipped with NYS Department of transportation inspection stickers/permits and must be approved at all times that they are in use.

The following specific information regarding these vehicles must be submitted to the County:

1. Type and Description
2. Seating Capacity
3. Year, Type of Fuel Used and Vehicle Mileage
4. Make and Operator's Vehicle Number
5. Name and Address of Registered Owner
6. NYS Motor Vehicle Registration Number
7. Locations and Telephone Numbers of Terminals from which vehicles will be dispatched
8. Proof of operating authority for each vehicle

C. Similar Engagements: Prospective bidders are required to submit to the County a company narrative which describes the years of experience and other governmental contracts for the transportation of children ages birth through five (0-5) with developmental delays and children ages five through twenty-one (5-21).

D. Evidence of any proposed MBE/WBE firm participation. If proposer is a Certified M/WBE Enterprise, include Erie County Certification Letter with proposal.

E. If proposer is a **Veteran Owned Business**, proposer should include letter indicating company's 51% or more Veteran-Owned.

- F. Proposers must sign “Schedule A – Certification & Fee” form
- G. **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 180 days from the proposal date
- H. **Copies:** One (1) original and five (5) copies of each proposal are required. Submit all copies to: Mary Martin, Director, Health Department Special Needs Division, no later than 4:00 p.m. on July 18, 2022
- I. **All proposers submitting proposals must sign the certification on page 13 and must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name (“Special Needs Transportation Services RFP#2022-031VF) and Cost Proposal.**

IV. MISCELLANEOUS INFORMATION

- a. **Evaluation Criteria:** A committee of representatives from the Erie County Health Department’s Special Needs Division will review the proposal against the following criteria. Note – the criteria are not necessarily listed in order of importance.
- Demonstration of ability to provide a sufficient number of vehicles including wheelchair buses and air- conditioned vehicles to meet the needs of ridership population. This should include a D.O.T. Operator's Profile Report demonstrating an acceptable passing grade for the entire fleet of vehicles of the prospective transporter.
 - Demonstration of an organizational plan to accomplish this work which should include:
 - a) the demonstration of an efficient routing system

b) a policy for timely communication with parents/ caregivers pertaining to route #s, pick up and drop off times and changes c) a written complaint procedure outlining the manner by which complaints from parents, agencies or the County are addressed.

c) demonstration of a GPS/tracking and communication system so that buses can be located in real time and communication can occur with drivers and aides

d) demonstration of a designated staff person to act as a liaison between parents, provider agencies and the County

- Demonstration of a minimum of annual staff training that includes, but is not limited to, basic first aid provided by a certified CPR trainer, the special needs of children with developmental delays and their families, basic behavior management strategies, emergency procedures to include an annual simulation exercise, and proper methods of securing equipment and children for safe transport.

- Demonstration of thorough background check for all employees that come in contact with children specifically:

- a) all employees must be cleared through the NYS Central Register of Child Abuse and Maltreatment (SCR) and

- b) all employees must pass a pre-hire drug screening and

- c) transporter will conduct random, periodic drug testing

- Demonstration of any additional policies and procedures that will protect the safety and welfare of the children transported under the contract (safety policies, staff training, etc...)

- 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;

Proposers MUST sign the Proposal Certification attached hereto as Schedule A;

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 above selection criteria are provided to assist proposers and are not meant to limit other considerations which may become apparent during the course of the selection process.*

Selection Criteria

All proposals timely received and complete will be evaluated and ranked by a three (3) to five (5) person selection committee. The evaluation is based on the written proposals using a numerical score sheet related to the questions posed in the proposal guidelines.

When the evaluations are complete, the respondents' proposals are ranked. The proposal receiving the best overall rating is ranked first.

- 2. **Time Period:** The engagement will extend two (2) years from the date of contract execution with the option for two additional 2 year period renewals.
- 3. **Erie County Contact Person:**

Ms. Mary Martin, Director, Special Needs Division, Erie County Department of Health, Edward A. Rath County Office Building, 95 Franklin Street Roo0m 828, Buffalo, New York 14202 (Tel.) 716-858-6360. Mary.Martin@erie.gov

CAVEATS

- A. Erie County Department Health reserves the right to reject any and all proposals.
- B. The Erie County Department of Health reserves the right to issue written notice to all participating firms of any change in the proposal submission schedule should the County determine in its sole discretion that such changes are necessary.
- C. Acceptance by the Erie County Department of Health of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract for services.

V. 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 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 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 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.

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, 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 FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

[The term of the contract shall be for a two (2) year period commencing upon contract execution by both parties. The County, in its sole discretion may extend the agreement beyond its initial term for up to one (1) additional 1-year period at the same prices and conditions.]

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 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, attorneys' 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 Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant 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 Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 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 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 page 13 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.

SCHEDULE "A"

PROPOSER CERTIFICATION & FEE

Transportation Services

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 in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Signature

Date

of Cases Able to Work on **Per Month**

SCHEDULE "B" – INSURANCE REQUIREMENTS

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I Insured Name Address Zip Phone No.	III Companies Affording Coverages A B C D
II Issuing Agency Address Zip Phone No.	

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Company Letter - from III above	Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
	1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury Property Damage OR <input type="checkbox"/> Combined Single Limit		
	2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury Property Damage OR <input type="checkbox"/> Combined Single Limit		
	3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
	5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional Insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the Insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 95 Franklin Street, Room 1634 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
---	--

FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. 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
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law					INCLUDE	see note below	
- Host Liquor							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.	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	see note below						see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	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

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.
 ** Snow removal contracts require evidence of broad form property damage.
 *** 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.
 **** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.
 V. In some circumstances 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.
 VI. 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.

APPENDIX A

EI/Preschool Program Site Addresses for the 2021-22 School Year

<u>Provider Agency</u>	<u>Site Addresses</u>	<u>Max. Enrollment</u>
Aspire	Aspire Center for Learning 4635 Union Road Cheektowaga, NY 14225	36
	East Aurora Community Nursery 606 Girard Avenue East Aurora, NY 14052	6
	Jewish Community Center 2640 No. Forest Getzville, NY 10486	6
	Watch Me Grow Day Care Center 2550 Union Road Cheektowaga, NY 14227	6
Bloom Creative Arts	Care-A-Lot Childcare 7821 Erie Road Derby, NY 14047	20
	Bloom Early Learning Center 3674 Commerce Place, Bldg B	44

	Hamburg, NY 14075	
	Care-A-Lot Childcare	10
	1885 Military Road	
	Buffalo, NY 14217	
	Care-A-Lot Childcare	18
	2475 Grand Island Blvd	
	Grand Island, NY 14072	
Buffalo Guidance Grp	475 Ellicott, Suite 105, 14203	20, half days
Buffalo Hearing & Speech	50 E. North St.	76
	Buffalo, NY 14203	
	445 Evans St.	24
	Williamsville, NY 14221	
	42 Sunset	18
	Angola, NY 14006	
	700 Sweet Home Road	52
	Amherst, NY 14226	
Bornhava	25 Chateau Terrace	56
	Amherst, NY 14226	

	Grace Academy	8
	1653 Kensington Ave. Buffalo, NY 14215	
	Buffalo State Childcare Center	8
	Bukham Campus School 1300 Elmwood Ave. Buffalo, NY 14222	
Buffalo Public Schools	Bennett Park Montessori 32	16
	342 Clinton Street Buffalo, NY 14204	
	Dr. George Blackman 54	16
	2358 Main Street Buffalo, NY 14214	
	Arthur O Eve 61	12
	453 Leroy Avenue Buffalo, NY 14215	
	Stanley Makowski 99	16
	1095 Jefferson Avenue Buffalo, NY 14208	
Cantalician Center	2049 George Urban Blvd.	70
	Depew, New York 14043	

Center for Handicapped Children	1085 Eggert Rd. Amherst, NY 14226	12
CAFL	875 Elmwood Ave	24 half day Part week
Gateway	10 Symphony Circle Buffalo, NY 14201	32
League for the Handicapped (dba The Children's League)	393 North Street Springville, NY 14141	120
OLV Human Services	St. John's Parkside 51 St. John's Parkside Buffalo, NY 14210	106
	Monarch 1025 Ridge Rd. Lackawanna, NY 14218	88
Summit	150 Stahl Rd. Getzville, NY 14068	62
Wee Can Preschool	40 Center Dr. Suite #1 Orchard Park, NY 14127	41