



# **ERIE COUNTY**

REQUEST FOR PROPOSAL  
(RFP) TO PROVIDE:

*Employee Assistance Program Services*

RFP # 2026-033VF

**APRIL 13, 2026**

ERIE COUNTY DEPARTMENT OF PERSONNEL  
BRIAN C. BRAY, COMMISSIONER

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

## I. INTRODUCTION

Erie County, New York (hereinafter, the "County"), invites proposals from qualified firms (hereinafter, the "Proposer," "Provider," "Servicer," "Company," or "Contractor") to provide comprehensive Employee Assistance Program ("EAP") services for Erie County employees and their eligible family members (hereinafter, the "Services"). Firms with demonstrated expertise in delivering EAP services, including confidential counseling, crisis intervention, work-life support, and related employee wellness resources, are encouraged to present their capabilities and approach to fulfill the scope of work outlined in this Request for Proposals ("RFP").

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

This RFP specifically addresses the need for comprehensive management and administration of the following Employee Assistance Program services:

- **Confidential Counseling Services:** Provision of short-term assessment, counseling, referral, and follow-up for employees and their eligible dependents to address personal, family, behavioral health, or work-related concerns.
- **24/7 Access and Crisis Intervention:** Immediate telephonic and electronic access to qualified professionals; on-site response and support for critical incidents; and coordination of crisis intervention services.
- **Work-Life Services:** Access to resources addressing financial counseling, legal consultation, childcare and eldercare referrals, wellness coaching, and related life management support services.
- **Management Consultation and Training:** Consultation with supervisors and managers concerning employee performance, workplace conflict, substance use, absenteeism, and related issues; provision of supervisor training regarding referral processes and effective use of the EAP.
- **Promotion, Outreach, and Utilization Reporting:** Development and implementation of strategies to promote and sustain program awareness; provision of educational seminars and informational materials; and delivery of periodic utilization reports and trend analyses to the County, ensuring the protection of participant confidentiality in accordance with applicable law.

It is the intent of this RFP to allow other political subdivisions and public entities within Erie County (including but not limited to towns, villages, and school districts) to participate in the resulting contract. While this RFP is being led by Erie County, any participating entity will be responsible for its own legislative approval, participation agreements, and direct billing with the Contractor. Participation by other entities is optional and shall not create any financial or administrative obligation for Erie County.

The County may, at its sole discretion, award one or more contracts under this RFP, based on the needs of the County and the specific skills and expertise of the Proposers. At the discretion of the County, individual contracts issued under this RFP may be renewed for up to an additional three to five years. ***Minority and Women-Owned Businesses are encouraged to participate in this solicitation.***

- A. Erie County reserves the right to reject any proposals in whole or in part and to waive any informality in the request for proposal. No late proposals will be accepted. It is the sole responsibility of the vendors to ensure that proposals are delivered to the Assistant Superintendent for Administration by the designated date and hour.
- B. The submitted proposal materials shall be the documents upon which the County will make its initial judgment regarding a Company's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- C. Those submitting Proposals do so entirely at their own expense. There is no expressed or implied obligation by the County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or participating in any selection interviews.
- D. Submission of any Proposal indicates acceptance of all terms & conditions contained in the RFP unless clearly and specifically noted otherwise in the Proposal.
- E. Erie County reserves the right to reject any Proposals, in whole or in part, submitted in response to this RFP.
- F. Erie County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive, or conditional Proposals.
- G. Proposers are reminded that changes to the RFP, in the form of written addenda, are often issued between the issue date and three (3) days before the opening/closing of the solicitation. All addenda must be signed by the offeror and submitted with their proposal. Erie County may, at any time, by written notification to all vendors, change any portion of the RFP described and detailed herein.
- H. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the RFP. Proposers are cautioned that the organization of their response, as well as thoroughness, is critical to the Erie County evaluation process. The RFP forms must be completed legibly and in their entirety, and all required supplemental information must be furnished and presented in an organized, comprehensive, and easy-to-follow manner.
- I. 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

Issue RFP: April 13, 2026

Letter of Intent to Propose April 24, 2026  
Letters of Intent should be submitted to Deputy  
Commissioner Jason Hurley at Jason.Hurley@erie.gov.

RFP Informational Meeting: April 29, 2026  
from 10 a.m. to 11 a.m.

RFP Informational Meeting will be held via WebEx. Register for the Informational Meeting by contacting Jason.Hurley@erie.gov by April 27, 2026.

Proposals Due: May 8, 2026  
at 4:00 pm

Selection Made by: June 12, 2026

Contract Signed: Following all necessary County approvals.

Requests for clarification of this RFP must be written and submitted to Deputy Commissioner Jason Hurley at Jason.Hurley@erie.gov. Questions may be submitted until 4:00 pm EST on April 29, 2026. Formal written responses will be distributed by the County on May 1, 2026, and will be available at <https://www3.erie.gov/purchasing/requests-proposals-construction-bids>.

### 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 limited to forty-two (42) pages.
2. One (1) original and three (3) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected. One (1) electronic copy of the proposal shall also be submitted electronically to Brian.Bray@erie.gov
3. Submission of the proposals shall be directed to:

Jason Hurley  
Deputy Commissioner  
Erie County Department of Personnel  
95 Franklin Street, Room 604  
Buffalo, NY 14202

All proposals must be delivered to the above office on or before May 8, 2026 by 4:00 p.m. EST. Proposals received after the above date and time will not be considered.

Delivery is the sole responsibility of the proposer. The County is under no obligation to return proposals.

4. 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. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

**All proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name "Third Party Administrator for Employee Benefits Program RFP #2026-033VF" and Cost Proposal.**

### **III. BACKGROUND INFORMATION**

Erie County, New York is a large public-sector employer with a workforce of approximately 5,500 employees serving across numerous departments, divisions, and facilities, including the Erie County Library System. The County is committed to supporting the health, well-being, and productivity of its employees and their eligible family members. Employee wellness is recognized as a critical factor in maintaining effective public service delivery, organizational performance, and long-term workforce stability.

The County has maintained an Employee Assistance Program (EAP) for many years to provide confidential support services for employees and their families facing personal, behavioral health, or work-related challenges. The current contract for these services will expire on December 31, 2026. Accordingly, the County is issuing this Request for Proposals (RFP) to identify and select a qualified vendor to administer a comprehensive EAP beginning January 1, 2027.

Health insurance benefits for County employees are provided through the Labor Management Health Fund (LMHF), with medical coverage administered by Univera Healthcare. While the EAP is a standalone program, it must operate in coordination with LMHF and Univera for referral purposes. Employees who require services beyond the short-term, solution-focused support offered by the EAP must be appropriately referred to providers within the LMHF/Univera network or other covered resources.

The County seeks an experienced EAP provider capable of delivering high-quality, confidential, and culturally competent services.

## IV. SCOPE OF PROFESSIONAL SERVICES REQUIRED

The Contractor shall provide a comprehensive, fully managed Employee Assistance Program (“EAP”) for Erie County government employees, Buffalo & Erie County Library System employees, and their eligible family members (“Participants”). The scope of services shall include, but not be limited to, the following:

### A. Confidential Counseling Services

- Provide short-term, solution-focused counseling to Participants addressing personal, family, behavioral health, and work-related concerns.
- Ensure access to a sufficient number of licensed and credentialed professionals across disciplines (e.g., social workers, psychologists, marriage and family therapists, substance use counselors) to meet participant needs.
- Maintain an established referral network for specialized or long-term care, including coordination with health insurance providers and community resources.
- Guarantee confidentiality of all participant information in accordance with applicable federal and state laws, including HIPAA and New York State confidentiality requirements.

### B. 24/7 Access and Crisis Intervention

- Provide Participants with immediate access to a toll-free hotline, available 24 hours a day, 7 days a week, 365 days a year. This may be accomplished through the Contractor’s own hotline service or through a reliable, contracted third-party hotline provider.
- Provide electronic access to services via a secure web portal, mobile application, or other digital platform.
- Deliver on-site crisis intervention and critical incident response at County or Library worksites within a timeframe agreed upon by the County.
- Post-Crisis Follow-Up: Following any critical incident, the Contractor shall develop and implement a structured post-crisis support plan, which may include:
  - Follow-up counseling sessions for directly impacted employees.
  - Group debriefings or facilitated discussions for teams affected by the incident.
  - Management consultation to address ongoing workplace impacts, such as morale, productivity, or conflict.
  - Monitoring of participant needs over a defined period (e.g., 30–90 days), with referrals to additional resources as appropriate.

- Provision of written summaries to the County (aggregate and non-identifiable) regarding response activities and recommendations for organizational support.

#### C. Work-Life Services

- Offer financial counseling, legal consultation, childcare and eldercare referral, and other life management resources.
- Provide access to wellness coaching, stress management, nutrition, hydration, boundary-setting, tobacco cessation, and related self-care resources to strengthen employee resilience
- Maintain up-to-date databases of community and professional resources accessible to Participants.

#### D. Management Consultation, Training, and Mediation

- Provide consultation to supervisors and managers regarding employee performance, workplace conflict, absenteeism, substance use, and related issues.
- Offer education and best practices on communication strategies for addressing performance issues and supporting employees in distress.
- Deliver training programs for supervisors and managers on recognizing employee concerns, EAP referral processes, and cultivating supportive and respectful workplaces
- Conduct educational seminars and workshops for employees on topics such as stress management, resilience, and building supportive workplace relationships.
- Workplace Mediation: Provide impartial mediation services to address interpersonal conflicts or disputes within the workplace. Mediation shall:
  - Be confidential and conducted by trained mediators.
  - Aim to resolve conflicts constructively, improve communication, and preserve working relationships.
  - Include recommendations to management for fostering long-term workplace harmony when appropriate.
- Mandatory Referrals: The Contractor shall develop, document, and implement a formal Mandatory Referral Process to be followed by Erie County departments and the Erie County Library System when an employee is directed to the EAP as a condition of continued employment, discipline, or corrective action. The Mandatory Referral Process shall:
  - Establish clear referral forms, procedures, and lines of communication between County management and the EAP provider.

- Define timelines for intake and assessment of referred employees.
- Specify the nature of compliance reporting to management, limited to confirmation of attendance, participation, and completion, while maintaining confidentiality of clinical content.
- Provide guidance to managers and HR staff on appropriate referral circumstances, limitations, and follow-up.
- Include training for supervisors and HR staff on how to initiate mandatory referrals in accordance with the established process.
- Be reviewed with County Personnel staff prior to implementation and updated periodically as needed.

#### E. Promotion, Outreach, and Utilization Reporting

- Develop and implement strategies to promote awareness and utilization of the EAP across all County departments and the Library System.
- Provide promotional and educational materials, including, at a minimum:
  - Quarterly In-Person Training: Deliver one (1) in-person training session per calendar quarter, lasting at least one hour, for supervisors and managers. Training shall focus on:
    - Recognizing signs that an employee may be experiencing personal, behavioral, or work-related issues.
    - Understanding appropriate referral processes to the EAP.
    - Encouraging employees to access services in a supportive and non-stigmatizing manner.
  - New Employee Orientation Video: Produce and provide a professional-quality, approximately ten (10) minute video summarizing the scope of EAP services, available resources, and instructions for access. The video will be used as part of new employee orientation.
  - Managerial Handbook: Develop and distribute a written handbook for supervisors and managers detailing EAP services, referral procedures, guidance on handling employee issues, and best practices for fostering workplace wellness.
  - Employee Brochures: Supply brochures and other accessible materials, in print and digital formats, describing the EAP's services, access methods, and confidentiality assurances, for distribution to all employees.

- Customized Website: Design, implement, and maintain a secure, customized website that serves as a self-service portal specifically for Erie County employees and their eligible family members. The website shall:
  - Clearly describe all available EAP services, eligibility, and access methods.
  - Provide secure, confidential contact options (e.g., request forms, chat, or links to hotline access).
  - Offer downloadable resources, including brochures, handbooks, and self-help guides.
  - Include information tailored to Erie County and Erie County Library System staff, including promotional materials, orientation video, and upcoming manager training dates.
  - Be ADA-compliant and mobile-friendly to ensure accessibility.
- Deliver quarterly utilization reports, annual program evaluations, and trend analyses to the County. Reports must protect participant confidentiality and include aggregate data only.
- Recommend program enhancements based on utilization trends, employee feedback, and evolving workforce needs.

#### F. Program Administration and Quality Assurance

- Designate a dedicated account manager responsible for coordination with the County's Department of Personnel.
- Establish performance standards, including access to counseling within a defined number of business days, timely crisis response, and participant satisfaction benchmarks.
- Provide regular program reviews with County representatives to assess performance, address concerns, and implement improvements.
- Maintain appropriate professional liability insurance, licensing, and certifications for all professionals engaged in service delivery.

#### G. Extension of Services to Other Municipalities (Piggy-backing)

- **Option to Extend:** The Contractor agrees to extend the terms, conditions, and pricing of the resulting contract to other political subdivisions and public authorities within Erie County and New York State.
- **Separate Agreements:** Any municipality choosing to "opt-in" must enter into its own separate agreement with the Contractor. The County of Erie will not be a party to such agreements and will have no liability for payments or performance thereunder.

- **Legislative Approval:** Per New York State procurement guidelines, any entity wishing to utilize this contract is responsible for obtaining the necessary authorization from its own governing body.
- **Reporting:** The Contractor shall maintain separate utilization data for any participating municipality and shall not include such data in Erie County's aggregate reports unless specifically requested.

## V. PROPOSER'S MINIMUM QUALIFICATIONS

To be considered for award, each Proposer must demonstrate that it meets the following minimum qualifications. Failure to meet these qualifications will result in disqualification of the proposal.

### A. Organizational Experience

The Proposer must have at least five (5) consecutive years of experience within the past seven (7) years in the administration and delivery of Employee Assistance Program (EAP) services to large employers (defined as a workforce of 1,000 or more employees).

The Proposer must demonstrate experience providing services to public sector or unionized workforces, including familiarity with collective bargaining agreements, civil service requirements, and mandated referrals.

### B. Organizational Experience

The Proposer must employ or subcontract with professionals who are duly licensed, certified, or credentialed in their respective disciplines under New York State law (e.g., Licensed Clinical Social Workers, Licensed Mental Health Counselors, Psychologists, Substance Use Disorder Counselors).

The Proposer must maintain all applicable accreditations, certifications, and professional liability insurance coverage to deliver counseling and related services in New York State.

### C. Mandatory Referral Administration

The Proposer must demonstrate prior experience developing and administering a formal Mandatory Referral Process, including intake procedures, compliance reporting, and confidentiality safeguards.

### D. References

The Proposer must provide at least three (3) references from organizations with 1,000 or more employees for which the Proposer has provided EAP services within the past five (5) years. At least one (1) reference must be from a government or unionized employer.

## VI. PROPOSAL SUBMISSION FORMAT

Proposers are to make written proposals that present the Proposer's qualifications and understanding of the work to be performed. Proposers shall address each of the specific evaluation criteria listed below, in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

Proposals shall be submitted in two separate parts:

1. Technical Proposal (Narrative) – addressing Sections A through C below.
2. Cost Proposal (Budget) – addressing Section D below.

The Technical Proposal (Narrative) shall not exceed twenty (20) pages, excluding required attachments (sample materials, resumes, organizational chart, and transition plan). The Cost Proposal (Budget) shall be submitted in a separate sealed envelope (if hard copy) or a separate clearly-labeled file (if electronic submission).

### A. Executive Summary

Proposers must include an Executive Summary with the proposal that includes the following information:

- Proposer's Name.
- Statement confirming that the Proposer is submitting a proposal to provide comprehensive Employee Assistance Program (EAP) services, inclusive of confidential counseling, crisis intervention, work-life support, management consultation, workplace mediation, promotion/outreach, and utilization reporting.
- Contact person name, title, and full contact information.

### B. Description of Proposed Services

- A brief history and description of the organization, including number of years of experience providing Employee Assistance Program services. Identify the key strengths or competitive advantage your agency possesses that will generate superior performance and service to Erie County. Describe the major attributes that differentiate your company from competitors.
- Description of staff training practices, including training related to cultural competency, confidentiality, trauma-informed care, and crisis response.
- A list of accounts that your firm currently administers, including the size of the largest account, the type of employer (public, private, unionized), and the scope of services provided.
- Provide a concise narrative describing how the requested services will be fulfilled, unique features offered by the firm, resources that will be made available to the County, and the type of resources and efforts that will be required of the County to furnish. Also, describe any additional services that your firm intends to provide

beyond what is described in the RFP that would result in enhanced program effectiveness or participant satisfaction.

- Submit copies of sample communication materials, intake forms, promotional brochures, utilization reports, managerial handbooks, and any other materials typically provided to client organizations and employees.
- Provide sample training outlines, workshop descriptions, crisis intervention protocols, and examples of post-crisis follow-up materials.
- Provide a transition plan that your firm will put in place at the inception of the contract, including communications, training, and participant engagement strategies, as well as a transition plan upon termination of the contract.

#### C. Staff Qualifications

- Credentials, qualifications, and experience of the Proposer and proposed staff to be assigned to Erie County's account.
- Submit resumes and qualification highlights of key individuals that will serve as the County's designated account management team if an award is made to the firm.
- Provide an organizational chart that highlights individuals that will be assigned to this contract and their relationship and longevity with the firm.
- Highlight specific experience and knowledge in providing EAP services, crisis intervention, workplace mediation, mandatory referral processes, and manager training.

#### D. Cost of Services

The County intends to award this contract on a flat-rate basis, billed quarterly, for comprehensive Employee Assistance Program (EAP) services as defined in this RFP. Proposers shall structure their cost proposals accordingly.

- Flat Annual Rate: Proposers must submit a fixed annual rate that covers all services required under this RFP.
- Quarterly Billing: The annual rate shall be billed in four (4) equal quarterly installments.
- Pricing for All Contract Years: Proposers must specify the flat annual contract cost for each year of the initial contract term, as well as for each renewal period, if applicable.
- Optional Services: Proposers may identify optional or value-added services not required under this RFP, along with associated flat-rate costs. Such services will not be considered in the evaluation unless expressly requested by the County.
- Prohibited Charges: No contingency fees, per-participant charges, minimum participation requirements, or other variable charges will be accepted.

- Tiered or Scalable Pricing: Given that this contract may be extended to other municipalities, Proposers are encouraged to provide a "Per Employee Per Year" (PEPY) or tiered flat-rate pricing structure. This will allow smaller entities to accurately calculate their costs based on their specific headcount while maintaining the "Best Value" pricing established through this County RFP.

## VII. STATEMENT OF RIGHTS

### A. 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, to 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 an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays, which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time-stamped before the deadline.

#### B. 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:

- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- Experience and performance history of the Proposer and its staff in providing similar services.
- Quality of the Proposer's references and the relevance of those references to the services requested in this RFP.
- Overall cost-effectiveness and value of the proposal to Erie County, including but not limited to the total proposed cost, cost per participant, and any offered enhancements or value-added services.

- Degree to which the Proposer’s proposed solution meets or exceeds the requirements set forth in the RFP, including innovation and creativity in addressing Erie County’s needs.
- Strength and feasibility of the Proposer’s implementation plan, including timelines, milestones, and the Proposer’s ability to mobilize resources quickly and efficiently.
- Quality and comprehensiveness of the Proposer’s quality assurance and customer service protocols to ensure high-quality, accurate, and reliable services to Erie County and its participants.
- The Proposer’s financial stability and capacity to deliver the proposed services for the duration of the contract.
- Compliance with any local, state, or federal regulations and standards applicable to the provision of the services being proposed.
- The extent to which the Proposer’s proposal demonstrates an understanding of Erie County’s objectives, challenges, and the scope of services required.

C. Evaluation Process

Each proposal will undergo an initial administrative review for completeness. In order for a proposal to be evaluated, it must include all required documents. Upon completion of the administrative review, and at the sole discretion of the Commissioner, the Department will request any missing documentation from the Proposer, and will review all documents for completeness upon receipt of the missing documents. All required documents for a complete proposal, as set forth in this RFP, must be submitted and be completed to the satisfaction of the Department within forty-eight (48) hours of request in order for the proposal to be deemed responsive and eligible for Contract award.

Complete proposals will be judged by a scoring committee. The scoring committee will consist of Department of Personnel employees and experienced individuals from outside the Department. The proposal should be written so as to clearly articulate the services provided to someone not familiar with service delivery.

The proposals will be scored based on the overall proposal, population and goals, program plan, performance measurement, trauma informed, program staffing, accessibility plans, infrastructure, collaboration, experience, MWBE/SDVOB participation, compliance with RFP requirements and fiscal components.

D. 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 a three (3) year period commencing January 1, 2025, and terminating July 19, 2023. The County, in its sole discretion, may extend the agreement beyond its initial term for up to two (2) additional one (1)-year periods at the same prices and conditions.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 1-15 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.

#### K. 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.

#### L. Cooperative Contract Administration

The County of Erie reserves the right to assign the right to purchase EAP services under this contract to other Erie County municipalities. Such "piggy-backing" shall be in accordance with New York State General Municipal Law. The County makes no guarantee as to the volume of business or the number of other entities that may choose to utilize this contract.

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

\_\_\_\_\_  
*Proposer Name*

By: \_\_\_\_\_  
*Name and Title*

# IX. SCHEDULE "B": STANDARD INSURANCE PROVISIONS

## 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.

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

**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.

Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
			Check the Box	Occurrence	Aggregate
<b>Company Letter - from III above</b> <b>1. General Liability</b> <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 <input type="checkbox"/> Property Damage  OR <input type="checkbox"/> Combined Single Limit		
<b>2. Automobile Liability</b> <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 <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
<b>3. Excess Liability</b> <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 \$ _____		
<b>4. Worker's Compensation &amp; Employer's Liability Disability Benefits</b>			Statutory  Statutory		
<b>5. Other</b> <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.

<b>VIII. Name and Address of Certificate Holder &amp; Recipient of Notice:</b> County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 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 Addl 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.