

CHAUTAUQUA COUNTY FINANCE DEPARTMENT
REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-4-26 DMHSS
Code Blue Emergency Shelters

PROPOSAL ISSUE DATE:	9/8/2026
QUESTIONS DUE BY:	9/17/2026
PROPOSAL DUE DATE:	9/29/2026
TIME:	3:30 PM

RESPOND TO:

ATTN: BRANDI McINTYRE, NIGP-CPP, PURCHASING AGENT

454 N. WORK STREET, FALCONER, NY 14733

PH. 716-661-8213

PAUL M. WENDEL, JR.
COUNTY EXECUTIVE

KITTY LYONS
DIRECTOR OF FINANCE

BECKY ANDERSON
PURCHASING MANAGER

BRANDI McINTYRE, NIGP-CPP
PURCHASING AGENT

NICOLE PATTISON
PURCHASING AGENT

TINA HUCKABONE
PURCHASING AGENT

Intent of Proposal

The County of Chautauqua, through its Department of Mental Hygiene and Social Services (DMHSS), Division of Social Services, is seeking proposals to provide emergency shelter in Dunkirk, NY and additional emergency shelter in Jamestown, NY during Code Blue Activation.

Per 18 NYCRR Social Services Law 304.1, a Code Blue alert must be called when temperatures are expected to fall below 32 degrees Fahrenheit with wind chill for at least two consecutive hours, based on the local forecast issued by the National Weather Service (<http://forecast.weather.gov/>) for the location within the district known to have the largest population of unsheltered homeless persons. The Code Blue season is October through May.

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

Background

The Chautauqua County Department of Mental Hygiene and Social Services, Division of Social Services, is seeking proposals from qualified agencies, organizations, and/or collaborative partnerships to provide emergency shelter to individuals experiencing homelessness in Jamestown and Dunkirk during Code Blue conditions.

Specification for Services

A. Code Blue Warming Center

The provider shall operate a safe, clean, well-maintained, and supervised Code Blue warming center in accordance with applicable state and local laws, regulations, administrative directives, guidelines, and building and fire codes.

B. Locations and Award

A Proposer may submit a proposal for both warming centers or for only one location and must clearly identify the location(s) proposed. The County reserves the right to award a contract for one or both locations based on proposals received, available funding, and County needs.

C. Activation and Hours of Operation

Code Blue shelter shall be provided when DMHSS determines Code Blue conditions are in effect. DMHSS will notify the selected provider of activation and deactivation through a 211 text alert, with activation notification sent by 10:00 a.m. each morning.

Upon activation, the provider must be prepared to open that evening and shall operate each night that Code Blue remains activated. The minimum required hours of operation are 5:30 p.m. through 7:30 a.m. Proposers may offer extended hours and should identify any additional services or hours proposed.

D. Capacity and Facility

The warming center must be capable of safely accommodating:

- **Dunkirk:** 10–20 participants
- **Jamestown:** 10-20 participants

Facilities must provide chairs or cots, restrooms, appropriate heat, potable water, emergency exits, fire safety measures, adequate lighting, accessibility, and sufficient space for safe operation. Proposers shall identify the maximum safe occupancy and proposed program capacity.

E. Services and Collaboration

Collaborative projects are permitted. Proposals offering additional services will receive consideration, including mental health, peer, substance use, transportation, meals, shower/laundry facilities, case management/outreach, and connections to transitional or permanent housing. Proposers shall identify the responsibilities of each participating agency or organization.

F. Staffing Plan

Each Proposer shall provide a staffing plan identifying minimum staffing by shift, supervisory and overnight coverage, staff qualifications, training, procedures for call-offs, backup staffing, and plans for extended or consecutive Code Blue periods. Sufficient staffing must be maintained throughout operations.

G. Safety and Security Plan

Each Proposer shall provide a written Safety and Security Plan addressing facility security, behavioral incidents and de-escalation, medical emergencies, overdose response, violence or threats, fire/evacuation procedures, emergency services, 911 and law enforcement involvement, and incident documentation.

Contracted security is not required; however, the provider must demonstrate how a safe environment will be maintained.

H. Low-Barrier Access

The provider must accept individuals referred by an authorized Code Blue agency unless the facility is at capacity or otherwise mutually agreed upon with DMHSS.

Proposers shall identify admission/exclusion criteria, behavioral expectations, removal/discharge procedures, and procedures for individuals presenting with mental health, substance use, behavioral health, or medical concerns, including coordination with DMHSS, emergency services, law enforcement, and outreach providers as appropriate.

I. Transportation and Coordination

Proposers shall describe transportation capabilities and responsibilities, including transportation to the warming center, coordination with law enforcement/outreach providers, transportation related to medical or behavioral emergencies, and transportation or discharge planning when the center closes.

The provider will work with local police and other appropriate personnel regarding individuals who refuse shelter and appear mentally ill or at risk for cold-related injury, and to ensure individuals experiencing homelessness receive appropriate assistance to protect their health and safety.

J. Overflow/Capacity Plan

Each Proposer shall provide a plan for situations when the facility reaches capacity, including monitoring capacity, immediate notification to DMHSS, documentation of turn-aways, and coordination with DMHSS and other available shelter or community resources for alternative arrangements.

K. Budget and Funding

A budget must be included using the State-approved format.

Code Blue reimbursement is limited to essential additional costs directly related to Code Blue shelter requirements that are not otherwise funded. Awards are contingent upon approved/allocated State funding.

Chautauqua County's total New York State allocation for program costs is \$518,000 for the 2026–2027 season, which covers Code Blue-related expenses, including sheltering at a warming center or other facility permitted under the Homeless Services Plan.

L. Reporting and Performance

The provider shall report the number of individuals housed each night to the designated DMHSS representative. Reports for program opening through March 31 are due by April 15; reports for April 1 through May 31 are due by June 15.

In addition to HMIS requirements, the provider shall maintain information regarding utilization, capacity-related turn-aways, significant incidents, emergency/law enforcement involvement, transportation, service referrals, and housing outcomes where applicable. All required client information shall be entered into HMIS.

M. Continuity of Operations

Each Proposer shall provide a continuity plan addressing staffing shortages, facility or utility emergencies, heating failures, severe weather, unusually high demand, evacuation or loss of facility access, supply/equipment shortages, and other circumstances that may interfere with operations. The plan shall include alternative procedures and DMHSS notification protocols.

N. Operational Readiness

Selected provider(s) must be fully operational and prepared to accept Code Blue activations by October 15, 2026, unless another date is established by DMHSS. The provider must demonstrate facility, staffing, emergency, communication, transportation, and documentation readiness before the Code Blue season.

O. County Monitoring

DMHSS may conduct announced or unannounced site visits and review applicable program records, census information, incident documentation, HMIS-related information, and other records necessary to monitor contract performance, subject to applicable confidentiality requirements.

DMHSS may require corrective action when deficiencies are identified.

P. Confidentiality

All individual identifying information received by or in the possession of either party in the course of the Agreement shall be kept confidential and shall not be disclosed except as permitted or required by the Agreement or applicable law.

Proposal Requirements

Proposals shall address, at a minimum:

1. Organization and relevant experience;
2. Location(s), facility, capacity, and readiness;
3. Hours and activation procedures;
4. Staffing plan;
5. Safety and security plan;
6. Low-barrier access and admission procedures;
7. Transportation and coordination;
8. Overflow/capacity plan;
9. Supportive services and housing connections;
10. Continuity of operations;
11. HMIS and reporting capabilities;
12. Operational readiness;
13. Budget using the State-approved format; and
14. Collaborative partners and responsibilities, if applicable.

Evaluation Criteria

The County will use the following 100-point weighted evaluation methodology for responsive proposals:

Evaluation Category	Points
Program Design / Code Blue Approach	25
Facility / Readiness / Capacity	20
Organizational Experience	15
Staffing / Security / Continuity	15
Supportive Services / Housing Connections	10
Budget / Cost	10
HMIS / Data / Performance	5
Total	100

The County will first determine whether proposals are complete and responsive. Responsive proposals will then be evaluated using the weighted criteria above.

The County may request clarification or additional information as necessary and reserves the right to award a contract for one or both locations based on the proposals received, evaluation results, available funding, and County needs. The County also reserves the right to reject any or all proposals and waive minor informalities or irregularities consistent with applicable law and funding requirements.

GENERAL TERMS AND CONDITIONS

SECTION 1: INSTRUCTIONS

- 1.1. RFP - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law. Chautauqua County Purchasing Policy rules in this case require selection of a contractor through a Request for Proposal process.
- 1.2. Chautauqua County encourages all qualified applicants, including Minority-Owned Business Enterprises, Women-Owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises, to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- 1.3. Chautauqua County is exempt from all Federal and State taxes.
- 1.4. Insurance shall be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. It is preferred that you attach samples or original certificates of insurance along with your proposal.
 - Within (5) five days receipt of the notice of award the proposer shall supply up-to-date certificates of insurance. Certificates may be e-mailed to the insurance department representative at the following address email wakamata@chqgov.com.
 - Failure to do so may be cause for the County to declare a proposal non-responsive, with the result that the award may go to the next highest scoring proposal.
- 1.5. A copy of the Chautauqua County Minimum Insurance Requirements is attached, along with a sample copy of the contract or agreement of service with terms and conditions.
- 1.6. The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

SECTION 2: SUBMISSION OF PROPOSALS:

Sealed proposals shall be submitted to Chautauqua County Purchasing Department, 454 N. Work Street, Falconer, NY by September 29, 2026 at 3:30p.m.

Please include the following information on the front of the sealed envelope:

Attention:	Brandi McIntyre, NIGP-CPP, Purchasing Agent
Proposal No:	RFP-4-26 DMHSS
Title of Proposal:	Code Blue Emergency Shelters

Please allow ample time to for delivery by mail or express mail. Even if timely mailed, any proposals, or unsolicited amendments to proposals, received after the due date and time specified on the cover page may not be considered in the review process. No faxed or e-mailed documents will be accepted. Chautauqua County takes no responsibility for any third party error in the delivery of the applications (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).

Copies of proposals shall be available in a Microsoft Word or PDF document by e-mail after all proposals have been opened and awarded.

- 2.1 No proposal will be considered which is not accompanied by pricing information for services to be rendered, and all proposals shall be signed by an authorized individual.
- 2.2 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (NYS Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 3: MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:

- 3.1 Questions about or requests for clarification of an item for this RFP must be submitted in writing to Brandi McIntyre, Purchasing Agent at mcintyrb@chqgov.com. Questions must be submitted prior than the date on the front of this solicitation. County responses will be submitted to all parties in the form of an Addendum to the original RFP, receipt of which must be acknowledged with each proposal submittal.
- 3.2 **Other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.**
- 3.3 A proposal that is in the possession of Chautauqua County may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received

PRIOR to the date and time of the proposal due date. Fax, email, telephone or verbal alterations will not be accepted. A proposal that is in the possession of Chautauqua County may be withdrawn by the proposer up to the time of the proposal due date. Failure of the successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Purchasing Manager.

SECTION 4: EVALUATION CRITERIA:

- 4.1 The County reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.
- 4.2 **Alternatives/Value-Added Considerations:** The Proposer may include items not specified in this RFP in their proposal in which the vendor feels can be pertinent to or an added benefit to the services requested. All such alternatives must be listed separately from the proposal and the cost thereof must be separated and itemized.
- 4.3 A contract may be awarded to the proposer whose proposal achieves the highest evaluation score by the evaluation committee based on the specified criteria, and not solely on the basis of price.
- 4.4 Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- 4.5 Evaluation will be performed to determine the proposers understanding of work to be performed, technical approach, potential for completing the work as specified herein, cost reasonableness, the probable cost to the County, and ranking with competing proposers.

SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:

- 5.1 The County requests that the following format be followed when submitting your proposal:
 - ✓ **The title page:** RFP Subject, name of proposer, address, telephone, email address, contact person and table of contents.
 - ✓ **Qualifications:** List of qualifications and experience to carry out the requested services. Qualification to do business in NYS, number of years in business and length of experience. Limit this to two (2) pages maximum.
 - ✓ **References:** Include at least two references from supervisors of previous projects.

Provide a list of municipal clients whom you have had past projects with that are of similar size and quality.

- ✓ Plan Implementation: This is the scope of services in terms of the proposer's plan to carry out the requested services. Limit of a total of 6 pages maximum.
- ✓ Cost Proposal Section: This shall include **all costs** associated with the proposer's plan to carry out the requested services as specified. Any cost proposal forms furnished by the County must be included in this section. Alternatives must be separated and itemized.
- ✓ Mandatory Documents: Please use the Response Checklist when submitting your proposal.

SECTION 6: PREPARATION OF PROPOSAL

- 6.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 6.2 Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk
- 6.3 The County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

SECTION 7: PROPOSER QUALIFICATIONS:

- 7.1 Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work.
- 7.2 The County shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the contract, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.

SECTION 8: AWARD AND CONTRACT INFORMATION:

- 8.1 The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 8.2 The proposer expressly warrants to the County that it has the ability and expertise to

perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.

- 8.3 Chautauqua County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so. Explanations of County decisions shall not be required except as otherwise provided by law.
- 8.4 The successful proposer will be required to enter into and sign an Agreement or an Agreement of Services (Contract) with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.
- 8.5 The successful proposer will not commence any work, which could be billed, until a valid Contract has been executed by both the proposer and the County.
- 8.6 The County intends to enter into a One (1) year contract with the awarded proposer, to begin October 15, 2026.
- 8.7 All data transmission (cloud-based technology solutions) and vendor electronic communications (email) shall only reside and traverse servers based in the United States.

AGREEMENT

Code Blue Services for Individuals

Without Minor Children

This Agreement is made as of [], by and between the following parties:

COUNTY: COUNTY OF CHAUTAUQUA, NEW YORK
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007
hereinafter called "County,"

-and-

DMHSS: CHAUTAUQUA COUNTY DEPARTMENT OF
MENTAL HYGIENE AND SOCIAL SERVICES
Division of Social Services
Hall R. Clothier Building
7 North Erie Street
Mayville, New York 14757-1027
Hereinafter called "DMHSS,"

-and-

CONTRACTOR: []
[]
[]
hereinafter called "Contractor."

WITNESSETH:

WHEREAS, DMHSS desires to enter into an agreement with a local agency or organization to provide Code Blue Emergency Housing services for single men and women who do not qualify for Temporary Housing Assistance (hereinafter called "THA") in Chautauqua County, and

WHEREAS, County is funded by New York State to provide emergency code blue housing to homeless individuals, and

WHEREAS, County issued RFP-[] DMHSS on [], for such services, and Contractor having submitted a proposal dated [], and

WHEREAS, Contractor is qualified and able to provide said services to eligible single individuals who qualify for Code Blue Emergency Housing in Chautauqua County,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services. Contractor shall maintain and staff a Warming Center located at [], New York, accommodating a minimum of [] participants and up to the maximum occupancy allowed by New York fire safety code for that space, during the cold weather period from October 15 through May 15 of each year, as enumerated in Contractor's proposal submitted to County on [], attached and incorporated into this document as Appendix B.

The Warming Center shall be open whenever a Code Blue alert is called, when temperatures are expected to fall below 32°F with wind chill for at least two consecutive hours, based on the local forecast issued by the National Weather Service (<http://forecast.weather.gov/>) for the city, town or village within the district that is known to have the largest population of unsheltered homeless persons. Contractor shall provide warmer center services for the duration of the Cold Blue alert, which at a minimum means until the temperature rises above 32°F with wind chill, but at least until 7:00 a.m. the next morning. 18 NYCRR 304.1, 26-LCM-14. Specific to Chautauqua County, Contractor agrees to keep the warming center open until at least 7:30 am the next morning.

Code Blue Services shall be provided to homeless men and women without minor children. Contractor agrees to refer the individual to DMHSS the following business day for an eligibility determination for THA. Contractor shall not reject any referral or forbid admittance to any qualifying individual under any circumstance, unless there is a dire health/safety concern for an individual, under which

circumstance appropriate emergency services should be immediately notified; the Contractor is at capacity; or upon mutual agreement between Contractor and DMHSS.

The rules of the Warming Center shall be posted in an open and obvious location in the Center. Contractor is required to provide interpretation services, if requested, pursuant to New York State Language Access Law and may contact DMHSS to request resources via County's contracted language service.

Contractor shall take all necessary steps to extend warming center hours to allow individuals experiencing homelessness to remain indoors, but at a minimum must allow individuals to remain in the warming center for the duration of the code blue alert, but at least until 7:30 a.m. the next morning.

The facility used as a warming center shall be safe, clean, well maintained, and supervised, pursuant to local and state laws, regulations, administrative directives, and guidelines, including local fire, building, and health codes. Facility may be subject to inspections by the Chautauqua County Health Department.

2. Staffing. Contractor shall hire well-qualified, properly vetted staff to operate and manage the warming center, which shall include appropriate personnel to maintain the safety and security of staff, participants, and the center during operation of code blue services. Contractor shall at all times while the center is in operation maintain a safe level of staff-to-participant ratio. Contractor shall have in place a written security policy and shall make said policy available for review by County upon request.

Nothing in this Agreement shall be construed as to prevent the County from contracting with multiple agencies or organizations for the provision of the same or similar cold blue services. Contractor shall maintain throughout the term of this Agreement a working relationship with other cold blue warming centers and homeless shelters in Chautauqua County and the surrounding areas to address overflow issues. Contractor shall have a written overflow policy in place for those nights where the warming center exceeds capacity, and shall arrange for a warm handoff to the other shelter(s) or housing situations.

3. Independent Contractors. Contractor and all staffing, sub-contractors, and security officers hired by Contractor for purposes of this Agreement are independent contractors and not employees, servants, or agents of County. Contractor shall have exclusive responsibility for the means, manner, time and methods of performing its obligations under this Agreement. Contractor and all staffing, sub-contractors, and security officers hired by Contractor for purposes of this Agreement shall not be entitled to any of the benefits afforded to County employees including, but not limited to, paid personal, sick, or vacation time, health insurance, and retirement benefits. Contractor shall not have an office in any County office building, nor shall it have an assigned phone or computer or assigned clerical support.

Pursuant to Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability,

predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. Reports. Contractor shall report the number of individuals housed each night for Code Blue and services provided to the designated Principal Social Welfare Examiner in charge of Code Blue at DMHSS as follows:

- October 15 through December 31 due by January 15,
- January 1 through February 28 due by March 15,
- March 1 through May 15 due by June 15

Contractor may be requested to provide data specific to the Homeless Management Information System (HMIS).

Contractor and DMHSS each agree to provide reports, documents, and other information that will enable the other party to perform its duties under this Agreement. All information exchanged between agencies is confidential and shall be used only for the intended purposes. Each party shall take appropriate measures to safeguard the confidentiality of such information to the extent required by any applicable state and federal laws and regulations including, but not limited to, the Federal Social Security Act, New York State Social Services Law §136, 18 NYCRR Part 357 et. seq., New York State Public Health Law Article 27 - F, and all applicable provisions of the New York State Mental Hygiene Law.

Contractor shall, as part of the Agreement, include specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as have AIDS or an HIV-related illness, or an HIV infection

or laboratory test performed on an individual for HIV related illness. All program staff to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR Part 405, and section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violation of state law and regulation. Any disclosure of confidential HIV-related information must be accompanied by a written statement as follows:

"The information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

All applicable records hereunder shall be kept for a period of six (6) years and shall be available upon request for audit purposes to the New York State Office of the Comptroller, New York State Office of Temporary and Disability Assistance, and DMHSS.

5. Payment. In consideration of the services to be performed by Contractor pursuant to this Agreement, County agrees to pay Contractor the maximum sum not to exceed [] for the term of this Agreement. The maximum amount allowable per Code Blue program year, running from October 1 through September 30, shall not exceed [] per year, pursuant to Contractor's budget attached and incorporated into this agreement as Appendix C. .

No other charges are permitted by Contractor when billing DMHSS, unless expressly authorized by this Agreement and DMHSS. The amounts listed in Appendix C shall not be exceeded or increased without consent in writing signed by all parties to this Agreement and based upon funding and aid availability.

Payment shall be made upon submission by Contractor to County of properly executed, itemized, and certified bills in a form and content approved by the Commissioner of Mental Hygiene and Social Services or duly authorized designee together with all records and documentation as are reasonably requested. Contractor shall submit all vouchers no later than thirty (30) days following Contractor's billing period. Vouchers not submitted within thirty (30) days following Contractor's billing period may be disallowed by County.

County may have additional Code Blue grant funds available to cover additional costs directly associated with providing code blue services. Contractor should identify any unanticipated or emergency needs which depart from the approved budget to the DMHSS Commissioner or designee as soon as practicable in a written notice with three independent estimates or quotes of costs, as applicable. Additional funding, if any, may be made available in the sole discretion of the DMHSS Commissioner or designee, up to the State Code Blue annual allotment to County. A request for County to cover unanticipated or emergency needs does not guarantee approval and payment by County.

In the event that an emergency need or unanticipated cost arises, pursuant to the terms of this Agreement, and DMHSS has funding available for that program year and approves the expense, DMHSS may request County Finance Department to add

money to this contract up to the annual state allotment without need for contract amendment.

6. Term. This Agreement shall be effective [], and shall terminate [], provided either party may terminate this Agreement upon sixty (60) days' advance written notice with accounts between the parties to be adjusted and prorated as of the termination date. Such notice shall be mailed by certified mail to the attention of the respective signatory of this Agreement. In the event of a violation of any of the terms of this Agreement, County may terminate this agreement immediately by written notice, with amounts adjusted prorated to termination date.

Contractor shall not incur any further obligations pursuant to this Agreement beyond the termination date, and shall provide County within thirty (30) days of termination with a full report of receipts and expenditure of funds, program activities, accomplishments, and abstracts.

This Agreement shall be deemed executory to the extent of funds provided to County by New York State and authorized by the County Legislature for the objects and purposes hereof. In the event of a reduction in funding, County reserves the right, by written notice, to immediately terminate this Agreement, in whole or in part, with accounts to between the parties to be prorated and adjusted as of such termination date.

7. Compliance with Laws. Contractor shall comply with all the provisions of laws in the County of Chautauqua, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at its expense, any and all permits, licenses and registrations required for the fulfillment of this Agreement, and more particularly the Labor Law, the Immigration and

Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

Contractor agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations adopted there under. A Business Associate Agreement may be made a part the resulting Agreement. Contractor warrants and represents that its practices, policies and procedures for patient/medical record confidentiality are in full compliance with the "Standards for Privacy of Individually Identifiable Health Information" set forth in 45 CFR 160 et seq. as amended, if applicable.

8. Confidentiality. Contactor agrees to comply with all applicable laws, rules, regulations, and Contract Documents regarding confidentiality and privacy, including but not limited to the provisions of HIPAA, and state privacy/confidentiality laws. Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to this Agreement, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of carrying out the purposes of this Agreement and in conformity with applicable provisions of State and Federal law. Contractor (i) has an affirmative obligation to

safeguard any such Confidential Information from unnecessary or unauthorized disclosure, and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall provide training to all staffing on confidentiality in accordance with this Agreement.

9. Non-Discrimination. Neither party shall discriminate or permit discrimination against any individual or group protected by the United States or New York State Constitutions, nor on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status.

10. Insurance. Contractor shall secure and maintain the insurance specified at <https://chggov.com/finance/insurancerequirements> incorporated by reference as though fully set forth herein, with County named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. Contractor shall file a certificate of insurance with County prior to performing pursuant to this Agreement or receiving any payment.

11. Workers' Compensation Benefits. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

12. Indemnification. Contractor shall be solely responsible and answerable in damages for any and all

accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by Contractor pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's performance or failure to perform the terms of this Agreement.

In the event that this Agreement is funded by federal or state funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's action or failure to act in accordance with this Agreement.

13. Prohibition on Purchase of Tropical Hardwoods. Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental Contractor or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of Contractor to meet with the approval of the State.

14. Assignment. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title or interest therein, or power to execute this Agreement, without the prior written consent of DMHSS.

15. Entire Agreement. This Agreement contains the sole and entire agreement between the parties relating to the services provided hereunder and shall supersede any and all other agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

16. Digital Signatures and Document Storage. Each party may affix a digital signature to this Agreement by electronic means. By affixing a digital signature the parties are affirming they have authority to enter into this Agreement, and that this Agreement executed by digital signature or other electronic means shall be legally binding and effective. Each party also agrees that this Agreement, and any document including or relating to this Agreement, may be imaged and stored electronically and may be introduced as evidence as original business records and neither party shall contest their admissibility.

17. Execution in Counterparts. This Agreement, and any amendment or modification, may be signed in counterparts, each one of which is considered an original, but all of which

CHAUTAUQUA COUNTY
RESPONSE CHECKLIST - PROPOSAL NO. RFP-4-26 DMHSS

Please note below a list of documents which must be submitted in full as part of this proposal. Failure to submit any of the documents as part of your proposal or failure to acknowledge any addendum in writing with your proposal may be cause for rejection of the proposal.

Submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposal) may also be cause for rejection.

Please check each item indicating your compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- ____ RESPONSE CHECKLIST
- ____ NON-COLLUSION CERTIFICATE
- ____ IRANIAN DIVESTMENT CERTIFICATE
- ____ FINANCIAL AFFIDAVIT
- ____ AFFIDAVIT OF A FOREIGN CORPORATION
- ____ CORPORATE ACKNOWLEDGEMENT CERTIFICATE
- ____ EXCLUSION CHECK
- ____ PRICING SUBMISSION SHEET (PROPOSAL FORM) IF INCLUDED OR VENDOR'S OWN SUBMISSION
- ____ REQUIRED FORMS AS LISTED IN RFP
- ____ ADDENDUM(S) ACKNOWLEDGE (IF APPLICABLE)
- ____ ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR SUBMITTED PROPOSAL
- ____ INSURANCE CERTIFICATES
- ____ CURRENT W-9 FORM

ENTITY NAME	TELEPHONE NUMBER
FED ID NO.	
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT NAME)	TITLE
AUTHORIZED SIGNATURE	DATE

PROPOSAL RESPONSE FORM

Proposal No. RFP-4-26 DMHSS

Proposal Title: Code Blue Emergency Shelters

VENDOR NAME: _____

COMPANY: _____

REPRESENTATIVE: _____

EMAIL: _____ **/PH.** _____

Below are two options, please indicate which one is applicable to your response and return to the contact below:

☐

We the above referenced Company will be preparing a proposal to submit for this project. I am returning this document to assure that I receive all further communication regarding the RFP including any addendums issued.

☐

We the above referenced Company will not be preparing a proposal to submit for this project for the following reasons listed below.
Please check where applicable:

_____ Project or scope not suited to our Company.

_____ Our items and/or materials do not meet your specifications.

_____ Insurance Requirements

_____ Bond Requirements too restrictive (when required)

_____ Scope of services are not clearly understood or applicable _____ too vague _____ too rigid

_____ Insufficient time allowed for preparation of proposal

_____ Other reason not listed above (or) elaborate on the checked marked reason above:

Please send your response to:

Brandi McIntyre, NIGP-CPP, Purchasing Agent

Phone: 716-661-8213

Email: mcintyrb@chqgov.com

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103-d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (d) The person signing this bid certifies that s/he has fully informed him/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing on the bidder's behalf.

Signature _____

Title _____

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 20____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that s/he resides at _____, New York: that s/he is the _____ of _____, the corporation described in and which executed the within instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.

Notary Public

IRANIAN DIVESTMENT CERTIFICATION

NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-G

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (see <https://ogs.ny.gov/iran-divestment-act-2012>).

Date: _____

Signature

Title

Company Name

On 1/13/12, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act. On 7/17/12, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.

EXCLUSION CHECKS CERTIFICATION

Chautauqua County reserves the right to conduct exclusion checks on those who respond to its solicitations and on those with whom it contracts to verify that the contractor and its employees, subcontractors, and agents have not been sanctioned, excluded, debarred, suspended, or the subject of adverse governmental action by law enforcement, regulatory authorities, or licensing entities. This may include a check for exclusion from Federal healthcare programs. By submitting this bid, you are: certifying that you are not prohibited from providing these services and/or goods as a result of being sanctioned, debarred, suspended, or excluded; agreeing that the County has the right to decline to enter into a contract with you in the event the County finds there to be a legal or funding source impediment to contracting with you; agreeing to provide written notice to the County immediately upon the occurrence of any sanction, exclusion, debarment, or suspension relating to your contract with the County; and agreeing that upon the occurrence of any such sanction, exclusion, debarment, or suspension, the County has the right to declare its contract with you to be terminated effective as of the moment of such occurrence or at such later date as is deemed by the County to be in the best interest of the County.

Date: _____

Signature

Title

Company Name

FINANCIAL AFFIDAVIT

STATE / COMMONWEALTH OF _____)
COUNTY OF _____) ss:

_____, being duly sworn, deposes and says that I have made a complete and thorough examination of the financial records of the bidder, _____; and that I have determined that said bidder is currently not in arrears in taxes or upon debt or contract to or with the County of Chautauqua, that said bidder has not defaulted as surety or otherwise upon a contract or obligation to the County of Chautauqua, and that said bidder is not disqualified to bid upon municipal or state contracts under any act of New York State Legislature.

Signature of above-named individual

Sworn to before this _____
day of _____, 20__

NOTARY PUBLIC

AFFIDAVIT OF A FOREIGN CORPORATION

STATE / COMMONWEALTH OF _____)
COUNTY OF _____) ss:

I, _____ as _____
of _____, a corporation
incorporated under the laws of _____ authorized to do business in the State of
New York, do hereby certify and affirm that the above named corporation has complied Article 13 of the
Business Corporations Law of the State of New York. As proof I submit a copy of:
[] A receipt of filing an application with the New York Secretary of State to conduct business in The
State of New York; **OR**
[] A copy of our application for authority to conduct business in the State of New York filed
with the Secretary of State on _____, 20____.
As said corporation has complied with Article 13 of the Business Corporations Law of the State of New
York, I hereby swear and affirm that the above-named corporation is authorized to conduct business in
the State of New York.

Under penalty of perjury, I declare that the facts presented herein are true and, to the best of my
knowledge and belief, are true, correct and complete.

In witness thereof, I set my hand and attach the corporate seal this
_____ day of _____, 20____.

Signature

Title

*Business Corporation Law of New York, Section 102(7):
“Foreign Corporation” means a corporation...formed under laws other than the statutes of (New
York)... “Authorized,” when used with respect to a foreign corporation, means having authority,
under Article 13 of the Business Corporation Law, to conduct business in New York State.*

AUTHORIZATION CERTIFICATE

Individual, Corporation, Partnership, or LLC Acknowledgement

STATE / COMMONWEALTH OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year 20____, before me personally appeared _____ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides in the Town of _____, County of _____, State / Commonwealth of _____, and that

[Mark an **X** in the appropriate box and complete the accompanying statement.]

☐ **(If an individual):** this person executed the foregoing instrument in his/her name and on his/her own behalf.

☐ **(If a corporation):** this person is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, this individual is authorized to execute the foregoing bid documents on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ **(If a partnership):** this person is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, this individual is authorized to execute the foregoing bid document(s) on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ **(If a limited liability company):** this person is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that, by authority of the Board of Directors or Members of said company, this individual is authorized to execute the foregoing bid document(s) on behalf of the company for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said company as the act and deed of said company.

Date

Signature

Printed Name

NOTARY PUBLIC

CHAUTAUQUA COUNTY MINIMUM INSURANCE REQUIREMENTS

INSURANCE SHALL BE PROCURED AND CERTIFICATES DELIVERED BEFORE COMMENCEMENT OF WORK OR DELIVERY OF MERCHANDISE OR EQUIPMENT.

This document shall be attached to and become part of the contract/agreement/service order. The contractor shall immediately forward to County, via facsimile to the County Department of Insurance (716) 753-4888 any notice of actual or pending termination, suspension or non-renewal of any of its policies. In the event the contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract and the contract/agreement/service order shall automatically and immediately terminate effective as of the moment of expiration, termination or suspension. The contractor agrees that County shall have unlimited access to its insurance company and policies.

Certificate Requirements The certificate must:

- A. be addressed to **CHAUTAUQUA COUNTY**, Department of Insurance, 3 N. Erie Street, Mayville, NY 14757-1007;
- B. specify all coverage required below and elsewhere in the contract. **Bid specifications or particular contracts, leases or agreements may require alternate coverages and limits, which must be evidenced on the Certificate in lieu of the coverages and limits specified below;**
- C. be issued by an insurer which has at as a minimum, BEST'S RATING of A- and be size category VII or higher;
- D. state "**CHAUTAUQUA COUNTY** shall be an additional insured, as well as a certificate holder, on a direct, primary and non-contributory basis including products and completed operations"
Note: Professional Liability, Worker's Compensation, and Disability Benefits Liability Insurance policies are not required to have the County as an additional insured, however County shall be named as certificate holder;
- E. include a waiver of subrogation for "**Construction and Maintenance**" and "**Property Leased to Others or Use of Facilities or Grounds**" coverage;
- F. state "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions"; and
- G. be delivered to the Chautauqua County, Department of Insurance, 3 North Erie Street, Mayville, New York 14757, Fax No. (716) 753-4888

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All/Purposes Public Entity Contracts
Commercial General Liability *	<i>\$1,000,000 per occurrence, \$2,000,000 aggregate</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>
- Premises & Operations	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Completed OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractors	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form PD	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X, C, U	INCLUDE		INCLUDE			
- Personal Injury			INCLUDE	INCLUDE		
- Liquor Law			INCLUDE			
- Host Liquor						INCLUDE
Auto Liability	\$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 Liability*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$ 5,000,000	\$1,000,000
NYS Disability Benefit **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Worker's Compensation **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Excess Liability	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Owners Contractors Protective	\$1,000,000					
Professional Liability		\$1,000,000				

*The comprehensive/commercial general liability limits can be met by one or more policies or in combination with an excess and/or umbrella liability policy. The COI must indicate if the coverage trigger is an 'occurrence' form or a 'claims-made' form.

** NYS Work Comp Board requires special certificates of insurance for these coverages. WC needs to be on C-105.2 (9-07) or U-26.3. Any business with a location in NYS must show DB on a DB-120.1(5-06) showing beginning and ending dates or DB-155. Self Employed vendors must use CE-200 to waive WC and DB. Form can be completed on NYS WCB website electronically.

Construction and Maintenance contractors shall carry insurance for a minimum of two years after completion of the work. The expiration date for any claims-made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products. All claims made policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

NOTE: Childcare providers minimum liability coverage is \$1,000,000 and must include sexual abuse coverage, with cancellation notice as provided for in the insurance policy. The naming of Chautauqua County as an additional insured on Day Care insurance is required.