

REQUEST FOR PROPOSAL
SHOPPER SERVICES PROGRAM
for the
Broome County Office for Aging
RFP-2026-050
September 30, 2026



NEW YORK STATE, COUNTY OF BROOME

Jason T. Garnar, County Executive

OFFICE FOR AGING

Mary Turbush, Director

INSTRUCTIONS TO RESPONDENTS

IMPORTANT NOTICE – RFP/RFQ DISTRIBUTION

The County of Broome officially distributes solicitation documents through the Empire State Purchasing Group <https://www.bidnetdirect.com/new-york/broome-county> Copies from any other source are not considered official copies. Only those proposers who obtain solicitation documents from the Empire State Purchasing Group are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Empire State Purchasing Group, it is recommended that you obtain an official copy by registering with this service.

1. **Invitation** - Broome County, New York is inviting sealed proposals from qualified individuals for **Shopper Services Program** detailed in the accompanying Request for Proposal (RFP). Proposals will be *received* until **2:00 p.m.** local time on **Wednesday, October 21, 2026**. Any proposal received after the time and date specified will not be considered.
2. **Submittal of Proposals – ONE (1) ORIGINAL, ONE (1) COPY, ONE (1) REDACTED COPY (for release in the event of a FOIL request), AND ONE (1) ELECTRONIC COPY ON USB MEDIA** of the proposal shall be delivered or mailed with any required data, in a **SEALED ENVELOPE**, which shall be properly identified with the following required information:
 1. **RESPONDENT'S FULL NAME & ADDRESS**
 2. **THE RFP TITLE (SEE ABOVE)**
 3. **RFP NUMBER (COVER SHEET)**

Submit proposals to:

**BROOME COUNTY DEPARTMENT OF PURCHASING
60 HAWLEY STREET, 2nd FLOOR
EDWIN L. CRAWFORD COUNTY OFFICE BUILDING
BINGHAMTON, NEW YORK 13901**

3. **Inquiries** – Any inquiries or requests for clarification regarding this RFP must be **received by 4:00 p.m. local time Friday, October 9, 2026**. **No oral interpretation or clarifications will be given. Prospective proposers desiring further information or interpretations must make requests in writing by letter or e-mail.** All inquiries together with Broome County's response will be issued to all prospective proposers well in advance of the date for proposal submission. Requests for information should be addressed as follows:

To: Mary Turbush, Office for Aging mary.turbush@broomecountyny.gov
Copy: Carolyn Secor, Broome County Division of Purchasing carolyn.secor@broomecountyny.gov
4. **Form of Proposals** - Proposals should be prepared in the format set forth in the accompanying documents, including a full description of the proposer's plan of work, qualifications and resumes of key personnel. A non-responsive or incomplete proposal will be removed from consideration.
5. **County's Prerogatives** - The county reserves the right to negotiate with any or all proposers; to reject any or all proposals, in whole or any part thereof; to re-solicit for proposals; and to waive any minor non-conformities in accordance with the county's determination of its own best interests.
6. **Fees** - The proposer's response must clearly present the basis for the proposer's compensation or fee structure for all services described in the proposal. If a particular service is "value added" the proposal shall so state. The fees shall include all ordinary operating expenses incurred by the firm. Extraordinary expenses incurred at the request of and with the consent of the county will be reimbursed.

7. **Tax Exempt Entity** - The County of Broome is a tax-exempt municipality; taxes are not to be included in any fee calculations.
8. **Proposal Longevity** - A proposal may be withdrawn at any time prior to the date specified as the closing date for acceptance; however, no proposer may withdraw or cancel a proposal for a period of ninety (90) days following the closing date for acceptance, nor shall the successful proposer withdraw, cancel or modify the proposal, after having been notified that the proposal has been accepted by the County, except at the request of the County or with the County's written consent.
9. **Evaluation of Proposals** - Proposals will be judged upon the proposer's ability to provide services, which meet the requirements set forth in the accompanying documents. The County reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the County's requirements.
10. **Interviews** – Interviews or presentations by one, several or all the proposers may be requested by evaluators if deemed necessary to fully understand and compare the proposers' capabilities. Site visits by the evaluators may be conducted if deemed necessary by the County. Under Broome County rules and regulations, the County Board of Acquisition and Contract or the County Legislature may be the awarding authority for this type of service, depending on the amount of the accepted proposal:

BOARD OF ACQUISITION & CONTRACT - UP TO \$14,999
COUNTY LEGISLATURE - \$15,000 AND OVER

However, the Legislature may be utilized for consideration of an award under \$15,000 if it is deemed in the best interests of the County. A presentation by the proposer to committees of the Legislature and/or selected County Officials may be required prior to the recommendation and consideration of an award.

11. **Contract Terms** - At the time of the award by the County, the apparent successful proposer(s) must agree to a contract memorializing the terms and conditions which will govern the relationship and establish the obligations of each party. All proposers shall be aware that the contents of a successful proposal will be construed in favor of Broome County and that the final contract between the successful proposer and Broome County may incorporate by reference the County's RFP documents and the successful proposals and supporting submittals.
12. **Proposer's Conditions** - Any conditions or expectations on the part of the proposer for performance by the County must be set forth in the proposal. The County is not obliged to consider the proposer's post-submittal terms and conditions. ***** If any service is not included, or is available for an additional cost, the submittal shall clearly so state. *****
13. **Choice of Law & Venue** - The resulting agreement will contain language stating that the contract is performable in Broome County, New York, and shall be construed in accordance with the laws of the State of New York. If any legal action is brought in connection with the enforcement of the contract, exclusive venue shall lie in County of Broome, New York.
14. **Proposer's Preparation Costs** - Any costs incurred by the proposer in responding to the RFP is at the proposer's own risk and expense as a cost of doing business. All materials submitted with a proposal shall become property of Broome County and will not be returned to the proposer. **The proposer is hereby notified that all submitted materials are subject to disclosure pursuant to the New York State Freedom of Information Law (New York Public Officer's Law section 86 et seq.).**
15. **Deliverables** – Although the specific deliverables are subject to negotiation the successful proposer will be expected to provide the required services as outlined in this proposal.
16. **Ex parte Contact** – Proposer shall not contact any other county officials other than those referenced in this RFP or in accordance with the procedure outlined herein. **Any proposer that violates the foregoing provision may be disqualified from consideration.** Proposals shall be based solely on information provided in the RFP and any addenda thereto.

17. **Minimum Qualifications** - The County will not consider any proposals that do not meet the minimum qualifications defined in the specifications.
18. **Standard Assurances** - By submitting this proposal, the proposer agrees to comply with all of the Standard Assurances that may be attached.
19. **Cancellation** - (A) Broome County reserves the right to cancel the contract if the bidder fails to fully comply with all insurance requirements at any time. or (B) Broome County reserves the right to cancel the contract in the event the bidder fails to take adequate corrective action within fifteen (15) days after receiving notice of default in any of the obligations under the contract; including, but not limited to, the failure to deliver on specified delivery date(s) or the delivery of non-conforming goods or services. In the event of a default and cancellation of the contract, the bidder shall be responsible for payment to Broome County of a sum equal to the additional contract costs to the County. The user Broome County Department head will communicate with the vendor/contractor's management office to resolve problems throughout the contract term.

Cancellation Due to Non-Appropriation of Funds/Leases - Broome County reserves the right to cancel the contract in the event that the County Legislature, during the enactment of the County Budget, fails or declines to appropriate money for the continuation of the funds/lease(s).

20. **Term of Contract** – The term of contract shall commence upon approval by the Broome County Legislature, notification of award, mutual execution of an agreement, and receipt of a satisfactory certificate of insurance. Renewal will be at the sole discretion of Broome County. It is Broome County's intention to contract for a 1-year term with the potential of four (1) optional one (1) year renewals under the same terms and conditions with the potential to negotiate a mutually agreeable equitable adjustment in price.
21. **Legal Compliance** – Each proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.
22. **Proposer's Insurance** – The contractor must provide and maintain in force at all times during the term of the services contemplated herein insurance **as described in the attached contract insurance specifications**. Appropriate evidence of such coverage, other than any required endorsements, is to be submitted as part of the proposal and included in the Appendix. The successful proposer will have twenty (20) days from the date of the notice of award to supply proof of application for any necessary policy endorsements.
23. **Auditable Records** – The successful contractor shall maintain such accounts and records in connection with its performance of services for the County as may reasonably be required by the County. The contractor shall, at any reasonable time during the term and for a period of one year following the completion of work under the contract, afford the County's agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance and shall, upon request by the County, produce and exhibit all such records.
24. **Non-Discrimination** – The contractor shall not discriminate or permit discrimination in its operations or employment practices against any person or group on the grounds of race, color, creed, national origin, gender or handicaps and shall furnish evidence of compliance with provision when so requested by the County.
25. **Contribution Statement and Gift Statement**
 - A. Election Law Signed Statements: The county shall require a signed statement for any contract or agreement that requires formal bidding under the New York State General Municipal Law, the Broome County Charter or Local Law of Broome County that the professional business entity has not made a contribution within one calendar year immediately preceding the date of the contract or agreement which exceeded the permitted thresholds set forth in article 14 of the Election Law of the State of New York.
 - B. Gifts Signed Statement: The county shall require a signed statement for any contract or agreement

that requires formal bidding under the New York State General Municipal Law, the Broome County Charter or Local Law of Broome County that discloses all gifts given, if any, by the bidding professional business entity to any officer or employee of the County of Broome.

26. Iranian Energy Sector Divestment

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- a. “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 NYS Finance Law Section 165-a (3)(b).”
Broome County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b. The County of Broome has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Broome would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

27. Executive Order 177 regarding Anti-Discriminatory Policies and Practices

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

28. State Finance Law §139-m Gender-Based Violence and the Workplace

Effective November 5, 2025, State Finance Law §139-m requires a bidder certification on Gender-Based Violence and the Workplace for competitive New York State procurements. The certification must be subscribed to and affirmed under penalty of perjury and confirms the bidder has implemented a written policy addressing gender-based violence and the workplace and has shared that policy to all employees, directors, and board members.

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 the bidder has and has implemented a written policy addressing gender-based violence and the workplace and have provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

- 29. Required Documents** - Proposals received that do not include the required documents signed and returned may be deemed non-responsive and removed from consideration to award.

ATTACHMENTS:

Insurance Requirements

Proposal Specification

Required Documents:

Proposal Sheet

Compliance Statement

Variation and Justification Sheet

Non-Collusive Bidding Certificate

Iranian Energy Divestment Certification

Election Law Statement

Gifts Statement

Insurance Acknowledgment

W-9

Respondent's Check List

Risk Management & Insurance Specifications

Project Description or Contract Number	Agency to provide volunteer shoppers for older adults who cannot complete the task. Agencies to complete online shopping, and agencies to take people shopping. In client homes and online. 1/1/27-12/31/27 CA 292-477	
Date Issued	September 28, 2026	
Vendor name ("Contractor")	TBD	
County Department	OFA	Mary Turbush x2922

Please read these specifications very carefully. These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract,
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off), OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.
10. Neither Party shall permit a subcontractor to enter upon or continue the performance of this Agreement unless such subcontractor is and remains insured in accordance with the requirements listed hereunder. Any such subcontracting Party shall indemnify the other Party for any loss suffered by the non-subcontracting Party for the failure of any subcontractor to be so insured. The indemnity shall survive expiration or termination of the Agreement.

Part II. Required Insurance – Minimum coverage types and amounts.

<u>Coverage Type</u>	<u>Minimum Limits</u>
<u>Commercial General Liability (CGL) including:</u> ☐ Products & completed operations shall not be excluded. ☐ Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. ☐ Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)	\$1,000,000 / \$2,000,000 Per occurrence / minimum annual aggregate limit
<u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned and hired vehicles	\$1,000,000 Combined Single Limit
<u>Workers' Compensation and Employer's Liability See #2</u> ☐ If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked	Statutory amount / \$100,000
<u>Disability Insurance See #3</u> ☐ If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked	Statutory limits
<u>Umbrella coverage: over CGL and Automobile</u>	\$5,000,000 CSL

1. **The certificate face shall:**
 - indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
 - provide that the coverage(s) shall not be cancelled, terminated, or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
 - Disclose all policy exclusions.
 - Disclose the amount of self-insured retention or deductibles.
 - Show Products & completed operation.
2. **Proof of Workers' Compensation Coverage must be provided on NYS issued WCB form C-105.2 or U-26.3. Exemption should be provided on CE-200**
3. **Proof of Disability Coverage must be provided on NYS issued WCB form DB-120.1 or DB820/829 or DB-155. Exemption should be provided on CE-200**
4. **The Additional Insured & Certificate Holder should read:**

County of Broome
Attn: Office of Risk & Insurance Management
 PO Box 1766
 Binghamton, NY 13902-1766

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by, or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all losse(s), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

Part IV Safety

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health, or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a different vendor.

SCOPE OF SERVICE

The Broome County Office for Aging (BCOFA) is requesting proposals for shopper services to serve older adult residents of Broome County. Depending on the responses, Multiple agencies (grantees) may be chosen to serve a unique population with varying needs. The purpose of the shopper program is to provide necessary services to older adults who are physically unable to perform the task. It is important that the community provides necessary support to assist older adults to remain independent while utilizing the most cost-effective methods and maximizing grant resources.

Proposals must fall into 1 of 3 categories of Shopper Service. Agencies may apply for more than one service category. Shopper categories include:

- Volunteers, staff or interns who are willing to physically shop and delivery items to people's homes. In this model programs must include a component of friendly visiting or placing eyes on the client during the visit.
- Volunteers, staff or interns who are willing to transport clients to the store to help older adults physically shop and return the older adults and their goods to the home. This model will apply to clients referred by BCOFA and will not include clients already receiving this service from an agency.
- Volunteers, staff or interns willing to support online shopping over the phone or in person will be considered. In this model programs must include the following:
 - Must be willing to meet one time in person with each client to set up the online shopping
 - Must include a process for completing the orders with clients on the client device and/or how the agency will serve the clients who lack devices
 - Must include a summary of how client payments will be protected if using a non -client device
 - Must include a component of telephone reassurance calls to maintain the connection with the client if the delivery is made by a store and not a volunteer/staff/intern.
 - Must include a process of grocery delivery if using a store delivery service (who is paying for the delivery- client or will the agency purchase an annual delivery service from the store, etc.)

Agencies providing job coaching, day habilitation outings and the sort are able to apply to this RFP if the proposal falls into one of the above categories.

The Contractor will be required to work with BCOFA in order to serve older adults most in need of supportive services and will be able to provide service to older adults who:

- Reside in difficult to serve homes (for example: multiple pets, hoarded, unclean, bed bugs, rodents etc.).
- Are struggling with isolation, mild cognitive impairments, and mental health issues such as anxiety, depression, or other frailties.

The following groups shall be emphasized in the provision of service:

- Older adults with the greatest economic or social need, particularly low-income minority individuals
- Older persons at risk of institutionalization
- Older adults with functional, cognitive and/or mental health impairments
- Unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas.

The grantee agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

Additionally, grantee will be sensitive to and able to provide services to older adults struggling with isolation, mild cognitive impairments, and mental health issues such as anxiety, depression, or other frailties. grantee will be

sensitive that some people will be provided this service in their homes which may be less than ideal in regardless to cleanliness, hoards, rodents and/or bugs, pets, etc.

<u>Date(s)</u>	<u>County dollars</u>	<u>Matching dollars</u>
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1/01/2027 -12/31/2027 (up to) \$75,000 total will be allocated to this total project for 2027 and each year thereafter For each \$25,000 awarded, there is a minimum match required of \$8,334.

The term for this proposal will be for a period of twelve months. Four (4) 1-year renewals will be allowable under this contract. Total county reimbursement for the Shopper Program will be up to \$75,000 each year (representing 75% of the total) and the subcontractor must provide a minimum annual match of \$8,334 per each \$25,000 allotted (representing 25% of the total).

Contributions can be used as a part of the required matching funds as well as cash and \or in-kind. Space could be used for in-kind, and the value of staff salary and fringe could be considered a cash match. The value of the volunteers should not be included for the purpose of this RFP. The contract may be extended to up to four additional one-year terms on the same terms and conditions set forth, but only at the sole discretion of Broome County.

VOLUNTEER SHOPPER SERVICE

Service provides support and assistance to people aged 60 and older who are homebound, unable to shop, and without informal support such as local families who are able or willing to assist. The program will not be offered to residents who are eligible for the service under other funding sources but will accommodate the new minimum needs standards associated with Medicaid clients. Meaning, clients who have Medicaid health coverage but are not eligible for in- home support would be able to receive shopping services in some form from a volunteer.

The service includes weekly (scheduled) or bi-weekly grocery shopping in person or online. Scope of total program spread across all the chosen contractors is 35-50 people per year.

The grantee will accept referrals from BCOFA. BCOFA will determine which clients are approved for the Shopper Service. BCOFA will complete the required initial assessment prior to the start of the service and confirmed eligibility.

Clients served through this service must be provided with an opportunity to contribute to the cost of the service. The grantee must have a plan for informing the clients they may contribute and how that will occur. They must communicate with the participants in such a way that it is clear the contribution is a suggested voluntary contribution and is not required. Failure to contribute due to inability or unwillingness to contribute will not in any way affect the service provided. Contributions must be used to expand the services. The grantee will report total contributions received and indicate that the funds were used to expand services via the vouchers submitted at least quarterly.

EMPLOYEES AND VOLUNTEERS

The grantor (BCOFA) expects that:

The grantee shall provide any and all services, personnel/volunteers/interns, equipment and supplies necessary to administer the shopper program. At a minimum, the program staff responsible for the administration of the program shall consist of a Program Liaison. The program staff will oversee the entire program operation and shall perform all necessary administrative functions.

Since volunteer/intern efforts will be encouraged, the grantee is expected to assume all responsibility for recruitment, training, supervision and recognition of these volunteers/interns.

Adequate training and supervision will be provided to ensure sensitivity to human differences and physiological limitations, confidentiality, accountability for the clients monies spent, etc.

All volunteers/interns/staff working in the Shopper Program will be required to have a background check.

The grantee demonstrates appropriate means of publicizing the program as well as for recruitment of employees and volunteers/interns.

The grantee will comply with EEO standards and all applicable federal, state and local laws (including titles VI and VII of the Civil Rights Act of 1964, the Rehabilitation act, and the New York State Human Rights Law, Governor Executive Orders 16 (Prevention of Sexual Harassment) and 21 (Minority Business Enterprises) and Program Instructions and Standards issued by the New York State Office for Aging.

The grantee is required to comply with regular on-site contract monitoring by BCOFA, Federal, State and local officials. The Office for Aging will provide technical assistance in providing service and assuring compliance with all regulations.

The grantee must give recognition to, The New York State Office for the Aging and Broome County in any written publications, brochures, etc. referring to the Shopper Program.

The grantee is expected to attend all required meetings needed to assure smooth operations.

The grantee will meet all the requirements of the Broome County Risk and Insurance Department.

UNITS OF SERVICE - DEFINITIONS

1 shopping trip per client (in person or online)= 1 unit. Individual clients served also need to be tracked.

The bidder shall propose the minimum unduplicated clients to be served each month, the majority of whom will be serviced weekly or bi-weekly.

ACCOUNTABILITY

Both the grantee and BCOFA shall consult and cooperate in the establishment and implementation of mutually acceptable standards and procedures in the billing process. Various reporting and operating forms will be provided by the BCOFA, including but not limited to voucher expense forms, client assessment forms, activity sheets, and contribution log. All contributions received are confidential and shall be used to expand and/or extend the scope of service.

A monthly report will be due by the 15th of the following month. It should include a narrative of program activities and concerns, the number of trips, and/or related trips made monthly, the number of unduplicated Shopper clients served that month and cumulatively, and the number of hours of shopper service provided during the month.

The grantor, in monitoring this subcontract, shall have access to the grantee's records pertinent to the program. The grantee shall be responsible for providing an audit of the program to the BCOFA.

Both the grantee and BCOFA shall designate a person within their organization to act as a liaison for any matters relating to the program.

INVOICING & PAYMENTS

The successful grantee shall provide detailed units of service monthly and invoices that include name of the service, client names & hours of service quarterly. Broome County pays on a net 30 basis.

All units of service and invoices should be emailed to bcofapayables@broomecountyny.gov and dorothy.camp@broomecountyny.gov.

Failure to correctly invoice Broome County will result in an automatic rejection and non-payment until a new, corrected invoice, with the necessary information is emailed to the Broome County addresses above. The date of receipt of the corrected invoice will be used by Broome County for payment processing. A history of incorrect invoices may be grounds for termination of the contract.

NOTE: Discounts for prompt payment will NOT be considered in the evaluation of proposals.

PROPOSAL FORMAT

Scope of service category (as provided above)

What category of service are you applying for. Provide all the information requested under the category from the list above.

Volunteer/Intern/Staff Recruitment and Support:

How does your organization plan to recruit Volunteers/Interns or staff for this program?

Do you currently have volunteers, interns or staff? How can you demonstrate reliability of service provision and consistent weekly \bi-weekly contact with clients?

What strategies do you have for recruiting and utilizing volunteers and interns from all areas of the county? What special support is needed for rural volunteers?

How will you match volunteers/interns/staff to clients?

How many matches a month are you capable of reaching?

Other Service Detail Information:

Please include a plan for conducting a client satisfaction survey.

Please share sample volunteer policies or program guidelines

Plans to include volunteers from various age groups and zip code areas is encouraged.

Costs of Service: Please discuss in narrative format and then utilize budget sheet for numbers

How many shopping units will you be able to provide monthly?

What is the estimated cost per unit?

How will contributions be sought and collected?

What are the direct and indirect costs of the program?

Staffing:

What staff will be responsible for program support? Enclose a sample job description.

What are your sources of in-kind support?

Shopper Program Budget Sheet

<u>Item</u>	<u>Amount</u>
Estimated Number of Hours Per Unit	
How Many Shops Per Month	
How Many Clients Served Monthly	
Recruitment/Training Funds	
Staffing Costs	
Other Costs	
Other Costs	
Total Cost to Operate the Program	

EVALUATION CRITERIA

Clearly written category choice (s) answering all required pieces of the category chosen

Ability to recruit, train and support volunteers and interns. Prior experience or willingness to partner with other community organizations encouraged.

Ability to match volunteers/interns/staff with clients in need in a timely manner.

Plans for service to demonstrate accountability, creativity, resourcefulness, and an understanding of the needs of older adults.

Ability to ensure reliability of service.

Ability & willingness to create efficiencies and to introduce new strategies for home delivery.

Cost per unit will be reviewed

AWARD

The award will be given to multiple grantees whose proposal complies with all provisions to render it formal and legal and whose proposal results in the best value and is considered adequate to the best interests of Broome County.

REQUIRED DOCUMENTS

BROOME COUNTY
DIVISION OF PURCHASING
PROPOSAL SHEET

Shopper Services Program

The undersigned proposes and offers to furnish and deliver for Broome County **Shopper Services Program** the specifications for which are attached. This proposal and offer is guaranteed to fulfill the minimum specifications as prepared by Broome County.

****** This submission constitutes a certification that no Broome County Officer or employee has any interest herein. In the event that any Broome County Officer or employee has any such interest, the full nature thereof shall be disclosed.

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

NAME & TITLE OF
OFFICER OR PERSON
SIGNING THIS BID: _____

SIGNATURE: _____

DATE: _____

TELEPHONE NUMBER: _____

800 NUMBER: _____

E-MAIL ADDRESS: _____

RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

BROOME COUNTY
DIVISION OF PURCHASING
COMPLIANCE STATEMENT
FOR
Shopper Services Program

RESPONDENT’S COMPLIANCE STATEMENT:

Respondent hereby affirms their proposal is compliant with and meets all the requirements set forth in this RFP as outlined below:

SECTION	REQUIREMENTS	COMPLIANT	
		YES	NO
Scope	I understand and can comply with the Scope of Service		
Volunteers Shopper Service	I read & understand the roll of the Shopper Service Program		
Employees & Volunteers & Interns	I read & understand my agency’s responsibilities for employees & volunteers & interns		
Accountability	I read & understand my agencies reporting responsibilities		
Invoicing & Payments	I read and understand the invoicing & payment procedures.		
Proposal Format	I prepared my proposal in the requested format.		
Budget	I completed the enclosed Program Budget Sheet		
Evaluation Criteria	I read & understand the evaluation criteria.		
--	Attachments: All required documents have been completed accurately, signed and returned with proposal		

Respondents answering “NO” to compliance with the above are to address their specific non-compliance on a Variation and Justification sheet (see next page).

RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE

VARIATION AND JUSTIFICATION SHEET

Shopper Services Program

Respondent to address specific non-compliance with requirements below:

RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

NON-COLLUSIVE BIDDING CERTIFICATE

Shopper Services Program

NON-COLLUSIVE BIDDING CERTIFICATION:

"(a) 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 knowledge and belief:

(1) 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;

(2) 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 opening, directly or indirectly, to any other bidder or to any competitor; and

(3) 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."

NAME OF COMPANY

SIGNATURE & TITLE OF SIGNER

NOTE:

A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

ELECTION LAW STATEMENT

I, _____ state that I am the _____ of
(Type or print name of individual) (Position)

_____. In the calendar year immediately preceding the date of this
(Company)

Statement, _____ has not made a contribution which exceeded
(Company)

the permitted thresholds (thresholds limits are available at the Broome County Board of

Elections) set forth in Article 14 of the Election Law of the State of New York.

Dated: _____

By: _____
(Signature of Individual)

RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

GIFTS STATEMENT

Gifts signed statement: The County shall require a signed statement for any contract or agreement that requires formal bidding under the New York State General Municipal Law, the Broome County Charter or Local Law of Broome County that discloses all gifts given, if any, by the bidding professional business entity (the bidder) to any officer or employee of the County of Broome.

CERTIFICATION

I, _____ state that I am the _____ of
(Print or type name of individual) (Position)

_____. In the calendar year immediately preceding
(Company)

the date of this Statement, _____ has made the following gifts
(Company)

to Officers and / or Employees of the County of Broome:

Name of County Officer / Employee and item description	Value of Gift
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(add additional sheets if necessary)

_____ I have not provided gifts to Officers or Employees of Broome County

Dated: _____

By: _____
(Signature of Individual)

RESPONDENT'S MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

INSURANCE ACKNOWLEDGEMENT

THE FOLLOWING INSURANCE ACKNOWLEDGEMENT MUST BE COMPLETED AND SIGNED AND SUBMITTED WITH PROPOSAL EVEN IF THE RESPONDENT IS UNABLE TO PROVIDE THEIR CERTIFICATE OF INSURANCE WITH THEIR PROPOSAL.

THE CERTIFICATE OF INSURANCE AND RELATED ENDORSEMENT MUST STILL BE PROVIDED PRIOR TO THE ISSUANCE OF A CONTRACT.

The _____, if a successful respondent, agrees to provide
(Company Name)
an insurance certificate w/endorsement, in compliance with the insurance requirements set forth
in this RFP:

PROPOSAL TITLE: Shopper Services Program

Authorized Signature



Name & Title of
Authorized Signer:

Dated:

Insurance Agency:

Address of Agency:

Contact Person
at Agency:

Phone Number
of Agency:

RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

BROOME COUNTY
DIVISION OF PURCHASING
RESPONDENT'S CHECK LIST

	YES	NO
1. I have read ALL the instructions and specifications.	_____	_____
2. I have filled in ALL the blank spaces.	_____	_____
3. I have furnished, IN DUPLICATE , all required information, if applicable	_____	_____
4. I have included a redacted copy of the proposal	_____	_____
5. I am an officer of the company.	_____	_____
6. I have the <u>authority</u> to obligate my company under the laws of the State of New York.	_____	_____
7. I am returning the signed ORIGINAL (Check " Original " on Front), and a duplicate (Check " Duplicate " on Front) of the following:		
a) Proposal Sheet(s);	_____	_____
b) Variation & Justification Sheet;	_____	_____
c) Non-Collusive Bidding Certificate;	_____	_____
d) Iranian Energy Divestment Certification;	_____	_____
e) Election Law Statement;	_____	_____
f) Gifts Statement;	_____	_____
g) Insurance Requirements Acknowledgement;	_____	_____
h) W-9;	_____	_____
i) Respondent's Checklist;	_____	_____
8. I have made copies for my records.	_____	_____
9. I have indicated the solicitation title and date on the sealed envelope.	_____	_____
10. If successful, the " insurance requirements certificate ", from an insurance company licensed to do business by New York State, will be <u>provided within ten working days after notification of the award.</u>	_____	_____
11. I have provided the necessary information for responsibility questions, if applicable	_____	_____

SIGNATURE

DATE

NAME (TYPED OR PRINTED)

TITLE

COMPANY

NOTICE: All proposals received that lack 1) a signed Proposal; or 2) a Non-Collusive Bidding Certificate may be rejected as being non-responsive at the formal opening. The County procurement officer/s or employees conducting the proposal opening will document the non-responsiveness in writing.

RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.