

REQUEST FOR PROPOSAL

NO. 2023-110

OPERATION OF A WARMING CENTER

Date: July 31st, 2023

To Whom It May Concern:

Lewis County is currently seeking quotes for interested and qualified facilities within the county to operate a warming center during the months of October 1, 2023-May 1, 2024.

All proposals to be mailed to:

Brian Hanno, Purchasing Director
County Courthouse, 1st Floor, Room 120
7660 North State Street
Lowville, New York 13367

or delivered in person between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday.

All proposals must be received on or before 2:00 p.m. on August 22nd, 2023, at which time they will be publicly opened in the 2nd Floor Board Chambers. Late proposals will not be considered.

Lewis County reserves the right to forego any formalities and reject any or all proposals. Lewis County is an Equal Opportunity Employer.

This RFP can be found on and downloaded from the Lewis County Website:

www.lewiscountyny.gov

Sincerely,



Brian Hanno
Lewis County Purchasing Director
7660 North State Street
Lowville, NY 13367

Introduction

1.1 Purpose/Objective

The County is looking for facilities within the County to offer their location and staffing to be used as a Warming Center between the months of October through approximately April when the temperature taking into account windchill factor, is below 32 degrees Fahrenheit. The County projects that this will be approximately 180 days that a code blue is activated. More information is described in section 2.1 and 2.2.

Note: Proposals for location and staffing may be separate proposals from separate entities that will agree to cooperative agreements.

The County intends to open the bid responses to this RFP on **Tuesday, August 22nd, 2023, at 2:00 p.m.**, and to select qualified firm, if any.

1.2 Inquiries

Any questions related to this RFP should be directed to Jennifer Jones, Commissioner of Social Services, by email at jenniferjones@lewiscounty.ny.gov

1.3 Minority, Women-owned Enterprises and Service-Disabled Veteran-Owned Businesses:

The County does not require MWBE certification for this bid proposal, but if the bidder is qualified in any capacity, the bidder is requested to set forth the information.

1.4 Taxes

No charge will be allowed for federal, state, sales, and excise taxes from which the County is exempt. Exemption Certificates will be provided upon request.

General Description Or Required Performance Outcomes:

2.1 General Description or Required Performance Outcomes:

A Warming Center is a short-term location that operates when temperatures or a combination of precipitation and wind chill become dangerously inclement. In NYS dangerously inclement weather is defined as 32 degrees Fahrenheit or colder as determined by the National Weather Service for Lewis County with the Department of Social Services activating a Cold Blue period.

Warming Centers are available to persons who are unsheltered due to a personal state of homelessness and do not wish to use alternate shelter resources. Once activated a Warming Center typically offers the barest bones of services detailed below.

2.2 Requirements:

- Location within a village or location conducive to walkers, priority given to population centers.
- Should be handicapped accessible.
- Facility must be available 7 days a week during the evening hours; proposals should include what hours of operation are available but should be at a **minimum** of 10 hours overnight when the temperature with windchill factor is at 32 degrees or below.
- Location must provide adequate heat, utilities, phone, and internet access.
- Have restroom facilities available for warming center guests.
- Provide chairs for a comfortable place to sit.
- Provide room space for cots to be set up when needed.
- Be able to offer beverages and a light meal option such as soup, cereal, sandwiches, coffee, water by having kitchen like facilities including a refrigerator, microwave, running water, sink, coffee pot and the like. Supplies are purchased separately.
- Staffing and Supervision of the location is required and partnerships between the location and staffing resources is strongly encouraged but not required.
- Staff shall adhere to confidentiality standards and be trained in de-escalation tactics.
- Proposals should describe any other services or supplies that will be provided above the minimum requirements.

SPECIFIC REQUIREMENTS:

3.1 The Owner of the Warming Center Facility and/or Provider of staffing agree to provide services to the County as an independent vendor and not as an employee, as those terms are understood for New York and Federal law purposes. The vendor agrees to provide for,

secure, and/or be solely responsible for any and all required fees, permits, Workers Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholding and any other insurance or taxes, including but not limited to Federal and New York taxes, for any persons performing services pursuant to a subsequent agreement, including the vendor, and any employees of the vendor. The vendor agrees to indemnify the County and hold the Country harmless from any claims, suits, losses, or damages, including reasonable attorney's fees, resulting from any failure on the part of the vendor to satisfy its obligations as states herein.

3.2 The vendor acknowledges and agrees to purchase, register, and insure any and all necessary equipment and vehicles to provide the scope of services identified.

3.3 The vendor acknowledges and agrees to purchase comprehensive general liability insurance with minimum liability limits of \$1,000,000 / \$2,000,000 for personal injury and property damage, and \$2,000,000 aggregate to protect against claims brought against the County, which may arise from the provision of services under a subsequent agreement. Vendor agrees to name the County as an additional primary insured.

3.4 The vendor agrees to indemnify the County and hold the County harmless from any claims (including but not limited to claims under Labor Law Section 240, if applicable), suits, losses, or damages resulting from or relating to any services provided by the vendor and/or equipment or materials used by the vendor, or any other person performing services pursuant to a subsequent agreement. The vendor shall be liable to the County for any loss, damage or destruction of any property, including hazardous contamination, materials, goods, documents, or other items, including reasonable attorney's fees, resulting from or related to the negligence, or other wrongful acts of the vendor, the vendor's employees, or any other person performing services pursuant to a subsequent agreement.

3.5 The vendor may not assign, transfer, sublet or otherwise dispose of the Agreement without the prior written consent of the County.

3.6 The County reserves it right to require additional contractual provisions it deems appropriate to give effect to this Proposal.

3.7 This contract may be terminated or suspended by Lewis County if the vendor abandons the work under this contract; is in violation of any conditions of this contract and permit; fails or refuses to conform with the requirements of this contract; or if at any time the Lewis County is of the opinion that the vendor is willfully violating any of the conditions of the contract or executing same in bad faith; or that, the vendor has failed to promote work in a diligent manner. Upon such default or termination, Lewis County shall have the right to proceed to enforce the bond posted by the vendor in connection with this contract.

ELIGIBLE APPLICANTS

4. Faith Based and local Not for Profits entities are strongly encouraged to apply and partner.

PROPOSAL FORMAT

5. To be submitted on your own forms, but must include the budget form, non-collusion

form, anti-sexual harassment form, corporate form, and Iran Divestment Act set forth at the end of this RFP.

BASIS OF AWARD:

6.1 All proposals will be evaluated to determine if they meet the requirements of the Request for Proposal. The County may assign varying weight to criteria and reserves its right to make an award based upon said criteria, including “best value”, if applicable.

6.2 Information gathered by the County from the RFP, during any interviews, and any other information and factors deemed relevant by the County may be considered in a final award. Some additional information and criteria the County may consider includes but is not limited to the bidder’s commitment to Lewis County, reputation of the vendor, commitment to quality of services, responsiveness.

6.3 The County reserves the right to accept or reject any and all Proposals.

6.4 The Award may be made to the most responsible bidder whose proposal is determined to be in the best interest of Lewis County and deemed to best serve the County’s needs and requirements, based on the evaluation of all relevant criteria and information provided including an interview with vendor and the Award Committee.

6.5 A successful bidder is encouraged by the County to use in-county and/or local vendors, supply entities and labor force, if possible, in providing the services under the contract awarded for this project, but is not required to do so, nor is same a criteria in the award determination.

6.6 The Award Committee will consist of the Health and Human Services Legislative Committee, County Manager, Commissioner of Social Services, and the County Attorney. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. Price will not necessarily be the determining factor in the award of the contract.

CONTRACT PERIOD:

7.1 The intent of the county is to award this contract on September 4th, 2023, and will be from October 1, 2023-May 1, 2024.

GENERAL INFORMATION:

8.1 Your proposal must include the following to be considered:

1. Name, Address, Contact Person.
2. Telephone Number/Fax Number/E-mail Address.
3. Essential information about the company providing the service including the correct and full legal name of the business and tax identification number.

8.2 PROPOSAL REQUIREMENTS:

- a) Proposals must be accompanied by a signed Proposal Form with Budget worksheet, Signed Non-Collusion Statement, Signed Anti-Sexual Harassment statement, and signed Attestation of Good Standing if corporate entity, and signed Iran Divestment Act. These forms can be found at the end of these specifications.

- b) Provider must submit their written proposal on the provided forms, plus any other forms they deem necessary.
- c) One original and two (2) copies of the proposal must be provided.
- d) Read all documents contained in the proposal package.
- e) Proposals must be submitted to:
Brian Hanno, Purchasing Director
Lewis County Courthouse
7660 North State Street
Lowville, New York 13367

To be considered, the proposal must be received no later than **2:00 PM on Tuesday, August 22nd, 2023**. No proposals will be accepted after the designated time. Bid packages will be opened on said date and time in the Courthouse Building, Second Floor Board Room, 7660 North State Street, Lowville, NY 13367.

Providers shall indicate on the outside of their sealed proposal the following information:

- Title of Proposal and Proposal Number if any
- Date and Time of Proposal Opening
- Company Name / Bidders Name

Failure to do so may result in the rejection of the proposal as being unresponsive.

8.3 LATE PROPOSALS:

Proposals received in the Purchasing Office after the date and time prescribed shall not be considered for contract award and shall be returned, unopened, to the vendor.

NOTE: Any delay due to traffic, weather, mail or express delivery is not an exception to the deadline for receipt of proposals. Please plan accordingly.

8.4 NON-COLLUSION STATEMENT; SEXUAL HARASSMENT POLICY STATEMENT:

Non-Collusion Statement and Sexual harassment compliance statements shall be returned with your proposal.

8.5 PROPOSAL CONTENT:

All information required by these specifications must accompany the proposal or provider may be disqualified.

8.6 ADDENDA:

Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction. Addenda will be e-mailed to all who are known by the County to have received a complete set of specification documents. Addenda will also be posted on the Lewis County website, www.lewiscountyny.gov. Copies of addenda will also be made available for inspection at Purchasing Director's Office located in the County Courthouse Building. No addendum will be issued later than forty-eight (48) hours prior to the date and time for the receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

8.7 PROPOSAL RECEIPT BY A THIRD PARTY:

Any vendor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the County of Lewis. It is STRONGLY suggested that all vendor interested in participating in this proposal, contact the Lewis County Purchasing Department directly to assure they have received the most accurate and up to date material concerning this contract. The County does not offer or supply anyone the list of people that have obtained a copy of these RFP specifications for the project prior to the opening of the RFP. NO EXCEPTIONS ARE MADE TO THIS POLICY.

8.8 FREEDOM OF INFORMATION LAW (FOIL)

All material submitted in response to this Bid becomes the property of the County, with same being considered public records after the award of the contract, subject to confidentiality and exemptions set forth in the Public Officers Law. Proposals will not be shared with any competing offerors during the selection phase of this procurement, however, after award of the contract to the successful offeror, proposals and/or lawful parts of proposals received in response to this RFP may be subject to disclosure under the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Article 6 of the Public Officers Law mandates public access to certain government records. Generally, proposals submitted in response to this Bid may constitute government records subject to FOIL.

Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets if publicly disclosed. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages with “ with the notation: “CONFIDENTIAL” and inserting the following statement in the front of its proposal: “The information or data on pages _____ of this proposal, identified on the top thereof as “CONFIDENTIAL”, contain financial, technical, or other information which constitute government records subject to FOIL.” Bidder should explain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, that could cause substantial injury to the commercial enterprise’s competitive position, and request that the County use such information only for the evaluation of this proposal.

Bidder must understand that the County is required to comply with the provisions of the New York State Freedom of Information Law (FOIL), and that public disclosure of the information contained in this proposal whether or not marked as “CONFIDENTIAL” may be required. Bidder shall make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL. In the event the County receives a FOIL request for disclosure of information marked as “CONFIDENTIAL”, the Proposer/Bidder shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons it has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

I. CONFLICTING TERMS:

9.1 The requirements provided in the “specification” portion of these documents shall govern in any conflict with any other language provided in the general “Terms and Conditions” or any other boilerplate type information. Any conflict between the specification language and any boilerplate language will be resolved in favor of the specification language.

J. EXECUTORY CLAUSE:

10.1 Any contract offered in response to this RFP shall contain the following clause: “This Contract shall be deemed executory only to the extent of funds appropriated by the Lewis County Board of Legislators and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by Lewis County beyond the amount of such funds.”

K. NO JOINT BIDS:

11.1 Joint Bids will not be accepted. For purposes of the specifications, the term joint Bid shall include, but is not limited to, any Bid submitted jointly by two or more vendors in the name of partnership, joint venture or other legal entity formed for the purpose of submitting such a Bid or to be formed for the purpose of entering into a contract pursuant to such Bid/RFP.

L. PAYMENTS UNDER CONTRACT AWARD:

12.1 Payments will be made by the County monthly. Payment will be made thirty (30) days upon submittal of a completed monthly invoice. Any claim against the vendor may be deducted by the County from any money due him in the same or other transactions. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the County as compensation for any loss, damage, or cost incurred by the County as a result of said non-performance.

M. CONFLICTS OF INTEREST:

13.1 In executing and submitting this Bid, the vendor represents and warrants that no person who is an elected official, officer, or employee of Lewis County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly interested, shall have a direct financial interest, in the contract to be awarded hereunder or in the proceeds thereof, unless such person completes and submits a Disclosure Form, on a form acceptable to the County, disclosing their interest or seeks a formal opinion from the Lewis County Ethics Board as to whether or not a conflict of interest exists. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder and vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under any contract awarded hereunder.

N. IRANIAN ENERGY SECTOR DIVESTMENT:

14.1 vendor hereby represents that said vendor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said vendor has not: a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers

or products used to construct or maintain pipelines used to transport oil or liquified 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. Any vendor 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. Except as otherwise specifically provided herein, every vendor submitting a bid in response to this Request for Bids must certify and affirm that it is not on the list created pursuant to NYS Finance Law Section 165-1 (3)(b), as set forth on one of the required forms located at the end of this RFP.

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

BID PROPOSAL PAGE

No. 2023-110

Operation of a Warming Center

RFP		
Code Blue 2023- 2024 Budget Template		
Agency :		Contact Name:
Total budget request for 2023-2024		\$0.00
Personnel Services	Amount \$	Notes
Personnel Services (project staff, salaries)		
Fringe (max 30%)		
Other (explain)		
Administration		
Total Personnel Services	\$0.00	
Other Than Personnel Services		
Contracted services (include contractor and services provided in notes column ex rent)		
Location Cost (Explain in notes column)		
Supplies (Explain in notes column)		
Other (Explain in notes column)		
Other (Explain in notes column)		
Other (Explain in notes column)		
Total Other Than Personnel Services	\$0.00	
Total	\$0.00	

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

SIGNATURE PAGE

REQUEST FOR PROPOSAL
No. 2023-110
Operation of a Warming Center

TO: Clerk of the Board, County of Lewis

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request for Proposal. If successful, the Bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request for Proposal, at prices submitted in referenced specifications. I certify that I am authorized to sign this proposal, myself or on behalf of the company or firm I represent, and to enter into a binding contract with Lewis County. This signed proposal will become part of a binding contract after award by the Lewis County Legislature to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by the Lewis County Legislature, the vendor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

_____	_____	
Legal name of person/firm/corporation	Authorized Signature/ Position	
_____	_____	
Address	Typed Name	
_____	_____	
City/State/Zip	Title	
_____	_____	_____
Date	Telephone No.	Fax No.

E-mail address		

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

NON-COLLUSION FORM

REQUEST FOR PROPOSAL

No. 2023-110

Operation of a Warming Center

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, as to its own organization, under penalty or perjury, that to the best of his or her 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.
4. No person, broker or selling agent has been employed or retained by the bidder to solicit or secure this award upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. The bidder further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within forty-five (45) days from the date of opening, to furnish any and all of the items upon which prices are submitted.

Legal name of firm/corporation

Authorized Signature

Address

Typed Name

City/State/Zip

Title

Date

Telephone No.

Fax No.

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

AFFIRMATION STATEMENT ON SEXUAL HARASSMENT

REQUEST FOR PROPOSAL

No. 2023-110

Operation of a Warming Center

In compliance with State Finance Law § 139-l, the undersigned bidder hereby certifies and affirms under penalty of perjury:

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 sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Legal name of firm/corporation	Authorized Signature	
Address	Typed Name	
City/State/Zip	Title	
Date	Telephone No.	Fax No.

Note: Pursuant to State Finance Law §139-l 3, if the Bidder cannot make the foregoing certification and, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore.

YOU MUST RETURN THIS SHEET WITH YOUR BID

CORPORATE APPLICANT/ENTITY ATTESTATION OF GOOD STANDING

REQUEST FOR PROPOSAL
No. 2023-110
Operation of a Warming Center

As a duly authorized official of the Applicant Entity identified below, I certify and attest that the following conditions are true and accurate:

The applicant is not currently the subject of an enforcement action related to an investigation by a State or Federal agency.

The applicant corporate entity is in good standing and is in compliance with required corporate filings.

Legal name of firm/corporation	Authorized Signature	
Address	Typed Name	
City/State/Zip	Title	
Date	Telephone No.	Fax No.

YOU MUST RETURN THIS SHEET WITH YOUR BID

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

REQUEST FOR PROPOSAL

No. 2023-110

Operation of a Warming Center

As a result of the Iran Divestment Act of 2012 the Office of General Service must develop a list of persons who are engaged in certain investment activities in Iran. Contracts cannot be awarded to persons or entities on that list, with some exceptions. All bidders are required to execute the following statement:

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 165a of the State Finance Law.

Corporate or Company Name

BY: _____
Signature

Title

NOTE: If the bidder cannot make the above certification, it shall so state and furnish with the bid a signed statement which sets forth in detail the reason for that.

RECEIPT OF ADDENDUM ACKNOWLEDGMENT

No. 2023-110

Operation of a Warming Center

ADDENDUM ACKNOWLEDGEMENT

ADDENDUM NO. _____

Please acknowledge the receipt of the above ADDENDUM issued by the County of Lewis, by signature and recording the date of receipt below.

Bidder: _____

Authorized Signatory: _____

Date: _____

****NOTE: This form must be included in your bid documents if any Addendum is issued**

NON-BIDDER'S RESPONSE

For the purpose of maintaining accurate Bidder's lists and facilitating your firm's response to our invitation for bid, the County of Lewis is interested in ascertaining reasons for prospective Bidder's failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Lewis County Purchasing Director, 7660 North State Street, Lowville, New York 13367. This form may be returned by mail or fax. Faxes may be sent to 315-376-4917. Failure to submit either a bid proposal or return this form will result in removal of your firm's name from our Bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s)

Items or materials requested not manufactured by us or not available to our company.

Our items or materials do not meet specifications.

Specifications not clearly understood or applicable (too vague, too rigid, etc.)

Quantities too small.

Insufficient time allowed for preparation of bid.

Incorrect address used. Correct mailing address is:

Our branch/division handles this type of bid.

Correct name and mailing address is:

We are unable to bid but would like to continue to receive invitations for bids.

We are unable to bid and wish to be removed from the Bidder's list.

Name Of Firm: _____

Mailing Address: _____

City/State/Zip Code _____

BY: _____

Signature of Representative

DATE: _____

Document Number: _____

Document Name: _____