



ORANGE COUNTY, NEW YORK

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 1

RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER

RFP- OCDSS-CPS20-2

CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER


	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 2
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER		RFP-OCDSS-CPS20-2

TABLE OF CONTENTS

NOTICE TO OFFERORS 3

INSTRUCTIONS TO OFFEROR..... 4

INSURANCE REQUIREMENTS 6

BONDING REQUIREMENTS 7

PURCHASES BY OTHER LOCAL GOVERNMENT AND DISTRICTS..... 7

SCOPE 7

SPECIFICATIONS 8

TERM..... 15

PRICING 16

PAYMENT 16

SUBMISSION OF PROPOSALS 17

ADDITIONAL INFORMATION, INTERVIEWS & SITE VISITS 18

BASIS OF AWARD 18

PROPOSAL FORM 20

QUESTIONS..... 21

NON-COLLUSION CERTIFICATION 22

IRAN DIVESTMENT ACT CERTIFICATION 23

DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS 24

INFORMATION SHEET..... 26

NON-OFFEROR'S RESPONSE..... 27

EXHIBITS

EXHIBIT A – HOLIDAY SCHEDULE 2021

EXHIBIT B – CHILDREN’S SERVICES AFTER-HOURS PROTOCOL

EXHIBIT C – ON-CALL CLAIM FORM


APPENDIX

CONSULTANT SERVICES AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

SUPPLIER FORMS

PAY-TO-PLAY FORMS

	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 3
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER		RFP- OCDSS-CPS20-2


NOTICE TO OFFERORS

Proposals for the County of Orange **RFP-OCDSS-CPS20-2 CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER** will be received by the undersigned Deputy Commissioner of the Department of Social Services, in her office at 11 Quarry Road, Box Z, Goshen New York 10924, **for contracts to be entered into effective as of January 1, 2021, and thereafter on a rolling basis to fulfill the needs of the County.**

Copies of this Request for Proposals may be obtained at the above address between the hours of 9:00 A.M. EST and 4:45 P.M. EST, Monday through Friday (with the exception of County-observed holidays), as well as through the Orange County Department of Social Services webpage at www.orangecountygov.com/680/Social-Services under the heading "Request for Proposals."

September 21st, 2020

Irene E. Kurlander, Deputy Commissioner
 Department of Social Services

 ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 4
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP- OCDSS-CPS20-2

INSTRUCTIONS TO OFFERORS

Unless a Request for Proposal (RFP) is solicited directly by another County department, the only official distribution source for this RFP is through the Department of Social Services. If you have obtained this RFP from a different source, you are encouraged to contact the Department of Social Services to receive an official copy. You may not receive addenda or important information regarding this RFP if you are not registered with the Department of Social Services as having obtained a copy of this RFP through the Department.

By submitting a Proposal, you are asking the County to accept your offer for the sale of goods and/or services. It is important that you READ and UNDERSTAND all terms and conditions in this RFP, as well as understand the laws that govern Public Contracts in New York State. **If you do not agree with the terms and conditions contained in this RFP, you should not submit a Proposal.**


Your Proposal will be considered by the County if the following conditions are met:

1. Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and an Offeror during the procurement process. An Offeror is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive ("Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the Restricted Period. The designated staff contact is the Deputy Commissioner of the Department of Social Services or her representative, telephone (845) 291-4553. Offerors responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form.

2. Applicable × Not Applicable
 A pre-proposal conference and site visit will be held at [location] on [date] at [time], prevailing time. Attendance is strongly recommended. The County shall not be liable for, nor shall it review proposed change orders, contract amendments, etc. for inadequate pricing, labor, materials, time or similar issues in Vendor/Consultant's contract with the County resulting from Vendor/Consultant's failure to attend and obtain information provided at the pre-proposal conference, site visit and/or any addenda issued afterward.

3. Offerors are responsible for reporting in writing any errors, omissions or ambiguities found in this RFP. All such reports, requests for information, questions, etc. shall be either faxed to the Department of Social Services on the Questions Form found in this RFP at (845) 291-4201 or emailed to Ikurlander@orangecountygov.com with questions typed in the body of the email, and the subject line "RFP Questions".

4. Unless otherwise specified herein, all Proposals shall be made upon forms furnished in this RFP, if any, and as may be modified by addenda, contained in sealed envelopes clearly marked on the outside packaging with **RFP-OCDSS-CPS20-2 CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER** addressed to Irene E. Kurlander, Deputy Commissioner, Department of Social Services, 11 Quarry Road, Box Z, Goshen, New York 10924. If NOT sending your Proposal via U.S. Mail, (i.e., using FedEx, UPS, hand delivery, etc.) please use the following address: Orange County Department of Social Services, 11 Quarry Road, Box Z, Goshen New York 10924. **It is the Offeror's responsibility to clearly mark the outside of their mailing package with the RFP title and number. Faxed / E-mailed Proposals are not permitted.**

 ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 5
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2

5. **Three (3)** sets of all Proposals shall be submitted, **ONE SET OF WHICH MUST CONTAIN ORIGINAL SIGNATURES** including completed copies of any forms or certifications required in this RFP. Forms, if any, included in this RFP shall be completely filled in, in ink or by typing, on the original form. Failure to respond to this RFP on any official form(s) included in this RFP, may result in disqualification of a Proposal as non-responsive. No Proposal Form will be accepted which contains any modification to the template, additional information not specifically requested, omissions or erasures. Each Proposal Form shall be signed by a duly authorized individual on behalf of the Offeror. Illegible and unsigned Proposals will be rejected as non-responsive.

6. Permission will not be given to modify or explain any Proposal after it has been opened, unless clearly specified in this document (e.g. interviews). Permission to withdraw a Proposal prior to opening will be at the discretion of the County and no replacement Proposal may be submitted without authorization from the Commissioner of General Services. Opened Proposals which required a deposit for plans and specifications may not be withdrawn until forty-five (45) days after opening.


7. **Basis of Award provisions vary with each RFP, please read that section carefully.** Some RFPs may be awarded to more than one entity. The County reserves the right to waive any informality, reject any and all Proposals, or, if noted in the Basis of Award section of this RFP, accept any Proposal in whole or in part, if deemed to be in the best interest of the County.

8. Any award shall be subject to the execution of a contract (and, if applicable, license or other agreements) between the Offeror and the County. The County's contract obligation is contingent upon execution of the contract between the County and selected Vendor/Consultant, provision of required Pay-to-Play forms, insurance certificates and bonds, as applicable, by the Vendor/Consultant, and the availability of appropriated funds for the contract. No legal liability on the part of the County for payment of any money shall arise unless and until a contract is executed by both parties, funds are appropriated and made available in each year of the term of the contract, and all performance requirements for each payment are met. The County shall have no responsibility or liability for any of Offeror's costs related to preparation of Proposals, attendance at interviews, etc.; all such costs are solely at Offeror's risk and expense.

9. Offeror(s) awarded a contract agree to execute the contract in the same form as the template enclosed in this RFP in the timeframe, if any, indicated in this RFP. Any supplemental agreement(s) (e.g. licensing or maintenance agreements) requested by an Offeror must be included in the Proposal and are subject to the discretionary approval of the County Attorney and the County Executive. For any software required in the scope of services, include any proposed license or maintenance agreement(s) with your Proposal. Failure to reach agreement on contract terms and conditions may result in rejection of a Proposal, rescission of an award and/or retention of Bid Security by the County.

10. The County maintains a unilateral right to cancel or extend the contract in accordance with the terms of any contract resulting from this RFP. If a Vendor/Consultant fails to perform or otherwise breaches the contract, in addition to any other rights and remedies the County may have, the Vendor/Consultant may be listed as non-responsible and may be ineligible for future contract awards.


11. If Bid Security is required by this RFP; it must be included in the Proposal. If Performance and/or Payment Bonds are required by this RFP, Proposals must include a letter from the Offeror's bank or surety stating that the required letter of credit or bond(s) will be provided in the event of a contract. The letter of credit or bond(s) shall be provided for each year or relevant portion of the contract, as may be applicable.

 <p>ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924</p>	Page 6
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCSS-CPS20-2

12. Offerors should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their Proposal.
13. The County encourages submission of Proposals by certified Minority- and/or Women-Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE).
14. A Non-Collusion Certification, Disclosure of Non-Responsibility Determination and Iran Divestment Act Certification are included in this RFP. Bidders must complete and submit a signed original of each and the applicable number of copies of each with each Bid.
15. Supplier Forms are provided with this RFP. Offerors that have not received a purchase order in the last twelve (12) months from the County must submit completed and signed Supplier Forms prior to execution of a contract by the County.
16. Please be advised that this solicitation is subject to Orange County Local Law No. 13 of 2013, as amended, known as the "Pay-to-Play Law". Pay-to-Play Forms will be made available with this RFP. All Pay-to-Play Forms should be submitted with your Proposal and will be required if you are awarded a contract. The Pay-to-Play Forms are required from the Vendor/Consultant (unless exempted by the law) prior to execution of a contract by the County.
17. Pursuant to New York's Freedom of Information Law ("FOIL") (Public Officers Law, Article 6, Sections 84-90) all government records are presumptively open for public inspection unless specifically exempted from disclosure under FOIL. Offerors who have a good faith belief that information contained in their Proposal is exempt from disclosure under FOIL must, at the time of their submission, request the exemption in writing, setting forth the basis for the claimed exemption. In addition, the Offeror must mark each page of its submission claimed to be exempt from disclosure under FOIL with the following legend: **"THE OFFEROR BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW."** Neither the Offeror's classification of materials as exempt under FOIL, nor the County's acceptance of Offeror's Proposal with the claimed exemption(s), should be considered a final determination as to whether the designated materials are exempt from disclosure under FOIL. Any and all determinations as to the propriety of claimed exemptions will be made by the County and/or a court of law in accordance with applicable law.

INSURANCE REQUIREMENTS

During the term of a contract resulting from this RFP, or longer if required, Consultant shall maintain, at its expense, Worker's Compensation, Disability and liability insurance policies of the types and minimum coverages specified in the enclosed contract template (e.g., Consultant Services Agreement), as applicable. Certificates of insurance evidencing Consultant's compliance with these requirements shall be required prior to execution of a contract by the County. Award is conditional upon submission of insurance documents within the time specified in the Notice of Award. Failure to do so may result in disqualification of the Offeror as non-responsive and/or the County's retention of any Bid Security.

 <p>ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924</p>	Page 7
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2


BONDING REQUIREMENTS

There are no Bonds required for any contract resulting from this RFP.

PURCHASES BY OTHER LOCAL GOVERNMENTS AND DISTRICTS

New York State General Municipal Law §103(3), §103(16), County Law §408-a, and County Procurement Policy allow New York State political subdivisions and districts to make purchases through County contracts open to such procurements by the County. **THE AWARD OF ANY CONTRACT UNDER THIS RFP SHALL BE OPEN TO SUCH PROCUREMENTS. OFFERORS WHO DO NOT WISH TO ACCEPT THIS AS A CONDITION OF CONTRACT SHOULD NOT SUBMIT A PROPOSAL.**

1. The Department of Social Services shall make award information on any contract resulting from this RFP available to other political subdivisions through their webpage: www.orangecountygov.com/680/Social-Services.
2. Other political subdivisions or districts will issue purchase orders directly to Vendor/Consultant within the specified contract period referencing the County’s contract and shall be solely liable and responsible for all payments due on under the contract for that political subdivision’s or district’s use of the Contract. The County shall not be liable or responsible for any debts incurred by other users of any contract resulting from this RFP.
3. All purchases shall be subject to audit and inspection by the County.
4. Necessary deviations from the County’s specifications in the award of a participant contract, for example quantities or delivery points, shall be resolved between the successful Offeror and the other political subdivisions or districts. However, at no time shall any change to price and product specifications be permitted, except where an item has been replaced by another item due to obsolescence or pricing is contingent on an outside factor (e.g. fuel at market rates) pursuant to the terms of the contract, and/or the Vendor or Consultant offers reduced pricing to any participant, which then must be made immediately available to all participants. If a product specification requires modification due to obsolescence, the County must approve a change of product in writing in order for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be lower than the originally awarded price. Any reduced pricing shall be applicable to all other participants’ quantities ordered on or after the date such reduced pricing became effective for the initial participant receiving such pricing.

	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 8
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER		RFP-OCDSS-CPS20-2

SCOPE

1. The County, by and through its Department of Social Services (“OCDSS”), is seeking qualified, experienced individuals to serve as Child Protective Services (“CPS”) on-call caseworkers under the OCDSS CPS on-call program. CPS on-call caseworkers perform certain services as more fully described in the Specifications portion of this RFP.
2. The County expects to award multiple contracts pursuant to this RFP.

SPECIFICATIONS

1. **Required Qualifications.** Each Offeror submitting a proposal in response to this RFP thereby confirms affirmatively to the County that he/she possesses all qualifications required by applicable laws, rules, and regulations, all as may be subsequently amended, to perform the services specified in this RFP including, without limitation, those specifically set forth below. Verification of same must be provided to OCDSS with the proposal submitted in response to this RFP **and**, if awarded a contract under this RFP, periodically updated as necessary during the term thereof.
 - (a) Bachelor’s degree from a regionally accredited college or university in social work or a related field.
 - (b) Minimum of one (1) year of child welfare experience.
 - (c) Valid driver’s license and a reliable, working vehicle.
 - (d) Residence within a fifty (50) mile radius of Goshen, New York and ability to drive to any location within Orange County, New York.
 - (e) Access to, and ability to use the internet from his/her home.
 - (f) Ability to successfully pass a New York State (“NYS”) Central Registry of Child Abuse and Maltreatment (“SCR”) clearance, be free of any indicated CPS reports, agree to be fingerprinted, and successfully pass a criminal background check.
 - (g) Ability to negotiate stairs while carrying thirty-five (35) pounds.
2. **Required Knowledge, Skills, and Abilities.** Each Offeror submitting a proposal in response to this RFP thereby confirms affirmatively to the County that he/she possesses the knowledge, skills, and abilities set forth required to perform the services specified in this RFP as set forth below.
 - (a) Thorough knowledge of modern principles and practices of social casework.
 - (b) Thorough knowledge of NYS CPS laws and regulations and the NYS Family Court Act, all as may be amended from time to time, and child welfare programs.
 - (c) Ability to understand and interpret complex laws and regulations.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 9

RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER**RFP-OCDSS-CPS20-2**

- (d) Ability to establish professional relationships.
- (e) Characteristics of tact, initiative, resourcefulness, sound professional judgment, strong powers of observation and analysis, sensitivity to the reactions of others, and an understanding of social cultural problems and personality development.
- (f) Ability to gather information and quickly evaluate situations to make appropriate decisions.
- (g) Ability to communicate effectively, both orally and in writing.
- (h) Ability to use a computer system, computer applications, and learn the NYS Connections computer system.

3. Shifts. Each successful Offeror (hereinafter referred to as "Consultant") awarded a contract under this RFP (hereinafter referred to as "Contract") will serve as a CPS on-call caseworker during certain scheduled shifts when OCDSS is closed (referred to herein collectively as "On-Call Shifts" and individually as an "On-Call Shift") and during certain scheduled back-up shifts (hereinafter referred to collectively as "Backup Shifts" and individually as a "Backup Shift") as more fully described below. On-Call Shifts and Backup Shifts may hereinafter be collectively referred to as a "Shift" or the "Shifts."

(a) On-Call Shifts – Each Monday through Thursday of the Contract term, the On-Call Shift starts at forty-five minutes past four o'clock (4:45) PM, EST and ends at nine o'clock (9:00) AM, EST the next business day. Each Friday of the Contract term, the On-Call Shift starts at forty-five minutes past four o'clock (4:45) PM, EST and ends at eight o'clock (8:00) AM, EST the immediately following Saturday. Each Saturday, Sunday, and any official County holiday other than the County-designated half-days before Christmas Day and New Year's Day (see **Exhibit A** to this RFP) of the Contract term, On-Call Shifts start are scheduled in two (2) blocks – the first block starts at eight o'clock (8:00) AM, EST and ends at eight o'clock (8:00) PM, EST, and the second block starts at eight o'clock (8:00) PM, EST and ends at eight o'clock (8:00) AM, EST the next day or nine o'clock (9:00) AM, EST if the next day is a normal business day (hereinafter referred to as "Evening Weekend/Holiday On-Call Shift"). The OCDSS CPS on-call program supervisor may, in his/her sole discretion, require that any Evening Weekend/Holiday On-Call Shift start at six o'clock (6:00) PM, EST rather than eight o'clock (8:00) PM, EST as needed during the Contract term (**Please note** that the Evening Weekend/Holiday On-Call Shift will end at the same time set forth in the immediately preceding sentence). Each County-designated half-day before Christmas Day and New Year's Day of the Contract term, the On-Call Shift starts at one o'clock (1:00) PM, EST and ends at eight o'clock (8:00) AM, EST the next day.

(b) Backup Shifts – Each Friday of the Contract term, the Backup Shift starts at forty-five minutes past four o'clock (4:45) PM, EST and ends at eight o'clock (8:00) AM, EST the immediately following Saturday. Each Saturday, Sunday, and official County holiday other than the County-designated half-days before Christmas Day and New Year's (see **Exhibit A** to this RFP) of the Contract term, Backup Shifts are scheduled in two (2) blocks – the first block starts at eight o'clock (8:00) AM, EST and ends at eight o'clock (8:00) PM, EST, and the second block starts at eight o'clock (8:00) PM, EST and ends at eight o'clock (8:00) AM, EST the next day or nine o'clock (9:00) AM, EST if the next day is a normal business day (hereinafter referred to as "Evening Weekend/Holiday Backup Shift"). The OCDSS CPS on-call program supervisor may, in his/her sole discretion, require that any Evening Weekend/Holiday Backup Shift begin at six o'clock

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 10

RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER**RFP-OCDSS-CPS20-2**

(6:00) PM, EST rather than eight o'clock (8:00) PM, EST as needed during the Contract term (**Please note** that the Evening Weekend/Holiday Backup Shift will end at the same time set forth in the immediately preceding sentence). Each County-designated half-day before Christmas Day and New Year's Day of the Contract term, the Backup Shift starts at one o'clock (1:00) PM, EST and ends at eight o'clock (8:00) AM, EST the next day.

4. Services. Consultant, in the capacity of a CPS on-call caseworker, will perform the services identified below (hereinafter collectively referred to as the "Services").

- (a)
 - (i) Receive CPS reports transmitted to OCDSS from the SCR;
 - (ii) Receive calls from the designated OCDSS CPS afterhours answering service regarding CPS reports received from the SCR and critical incidences involving children in the legal custody of OCDSS who have either been placed in a foster care setting or are at home on a trial discharge;
 - (iii) Receive calls from the designated afterhours helpline for OCDSS pertaining to children who are either in the legal custody of OCDSS who have been placed in a foster care setting, are on a trial discharge, or are involved in an open case with OCDSS; and/or
 - (iv) Receive calls and/or e-mails from OCDSS Children's Services employees who need follow-up services provided to families involved with OCDSS Children's Services.
- (b) Begin the CPS response to reports received directly from the SCR or from the SCR via the designated OCDSS CPS afterhours answering service concerning allegations of child abuse, maltreatment, and/or neglect. Assess the need for immediate field intervention and/or any other actions that may need to be taken. Assessment for the need of immediate field intervention will be made after consultation with the OCDSS CPS on-call program supervisor, OCDSS senior supervisor, or OCDSS agency administrator.
- (c) Work to resolve issues involving children who (i) are in the legal custody of OCDSS who have either been placed in a foster care setting or are at home on a trial discharge or (ii) have an open case with OCDSS as reported by the designated OCDSS CPS afterhours answering service or the designated afterhours helpline for OCDSS.
- (d) Conduct visits to the homes of families named in SCR reports referred from the SCR, the designated OCDSS CPS afterhours answering service, the designated afterhours helpline for OCDSS, or referred by an OCDSS Children's Services employee. Evaluate the home environment, provide casework counseling and crisis intervention, and assist families with developing safety plans for the child(ren), as necessary.
- (e) Assess risk to child(ren) in abusive or neglectful situations. Secure information regarding the child(ren), parents and/or legal guardians, relatives, and other collateral resources to determine if the child(ren) is/are at risk of imminent danger or harm or if it is safe for the child(ren) to remain in the home.
- (f) If it is determined that imminent danger exists, in coordination with the OCDSS CPS on-call program supervisor or designee, conduct a protective removal of the child(ren) who was/were determined to be in imminent danger of harm. Determine the appropriate foster care placement location



ORANGE COUNTY, NEW YORK

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 11

RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER

RFP-OCDSS-CPS20-2

for the child(ren) who has/have been removed and help facilitate the placement into the designated setting.

(g) Appear in Orange County Family Court as required to provide testimony pertaining to the actions taken and Services provided regarding specific cases.

(h) Document results of the report response by completing all required casework recordings in progress note format and taking pictures as necessary, and submit all progress notes and pictures to the designated OCDSS casework assistant no later than nine o'clock (9:00) AM, EST on the first business day immediately following the completion of the scheduled Shift.

(i) Report for all scheduled Shifts. In the event Consultant is unable to work any scheduled Shift, he/she must make every effort to arrange for coverage of same with another qualified member of the CPS on-call program. In the event Consultant is unable to make such arrangements, Consultant must notify the OCDSS CPS on-call program supervisor or designee at least twenty-four (24) hours prior to the start of the scheduled Shift, except in instances of sudden illness or other unforeseeable emergency circumstances.

(j) Remain available by phone and/or email for at least the first ninety (90) minutes of the first (1st) business day following the completion of a scheduled Shift. This will allow OCDSS to thoroughly review all documentation submitted and actions taken by Consultant. Should additional progress notes or revisions to submitted notes be required, Consultant must submit them to the OCDSS CPS employee who requested the additional progress notes as soon as possible but no later than five o'clock (5:00) PM, EST of the day they are requested. If additional progress notes or revisions to submitted notes are needed because of a protective removal, Consultant must submit the notes to the OCDSS CPS employee who requested the additional progress notes within one (1) hour of the request.

(k) Perform all Services in accordance with the requirements contained in the Specifications portion of this RFP and the Children's Services After-Hours Protocol (as specified in **Exhibit B** annexed to this RFP) and adhere to, and follow all guidelines, policies, and procedures contained in those documents.

5. Compensation. In exchange for the satisfactory performance of the Services, Consultant will be entitled to receive compensation as set forth below.


(a) On-Call Shifts –

(i) On Mondays, Tuesdays, Wednesdays, and Thursdays: A rate of Twenty and 00/100 (\$20.00) Dollars per night.

(ii) On Fridays: A rate of Forty and 00/100 (\$40.00) Dollars.

(iii) On Saturdays, Sundays, and Official County Holidays (except the County-designated half-days before Christmas Day and New Year's Day): A rate of Forty and 00/100 (\$40.00) Dollars per Shift.

(iv) Each County-Designated Half-Day before Christmas Day and New Year's Day: A rate of Forty and 00/100 (\$40.00) Dollars.

 <p>ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924</p>	Page 12
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2

(b) Backup Shifts –

- (i) On Fridays: A rate of Twenty and 00/100 (\$20.00) Dollars.
- (ii) On Saturdays, Sundays, and Official County Holidays (except the County-designated half-days before Christmas Day and New Year’s Day): A rate of Twenty and 00/100 (\$20.00) Dollars per Shift.
- (iii) Each County-Designated Half-Day before Christmas Day and New Year’s Day: A rate of Forty and 00/100 (\$40.00) Dollars.


(c) Hourly Rate for Services Actually Performed During Shifts –

- (i) The rate for Services actually performed during a Shift is Twenty-Nine and 33/100 (\$29.33) Dollars per hour. This is in addition to the rates specified in Sections 5(a)(i) – (iv) and 5(b)(i) – (iii) of these Specifications.
- (ii) The first call of a Shift will begin a one (1) hour block of time that will be reimbursed at a minimum of one (1) hour (i.e. \$29.33). Any subsequent calls will accrue against this one (1) hour block of time until such time as the one (1) hour is exhausted. All calls received after that one (1) hour has been exhausted will then, and thereafter be reimbursed in fifteen (15) minute increments.

(d) Mileage, Parking, and Tolls – For all travel necessary to perform the Services (as determined by OCDSS), Consultant will be entitled to reimbursement for adequately documented tolls, parking, and mileage at the then-current Internal Revenue Service (IRS) rate paid to County employees. All requests for tolls, parking, and mileage reimbursement must be submitted to the OCDSS CPS on-call supervisor or designee using the OCDSS standardized CPS “On-Call Claim Form” (copy of which is annexed to this RFP as **Exhibit C**). This Section 5(d) does not apply to reimbursement for Consultant’s expenses to attend mandatory trainings, which is discussed in Section 5(e) below.

(e) Mandatory Trainings – For fully documented and verifiable time spent attending OCDSS-mandated trainings, Consultant will be entitled to reimbursement in fifteen (15) minute increments. All mileage, tolls, parking, meal costs (if not provided at the training), and hotel costs (if the training location is more than sixty (60) miles from Goshen, New York) incurred by Consultant to attend a mandatory training will be reimbursed per County policy if each such expense is adequately documented and submitted to the OCDSS on-call supervisor or designee. Hotel costs will be reimbursed at the government employee approved rate incurred at any hotel designated by the agency providing the training and pre-approved by OCDSS. Meals and mileage will be reimbursed at the rate OCDSS reimburses County employees for these same items. All requests for reimbursement for expenses noted in this Section 5(e) must be submitted to the OCDSS CPS on-call supervisor or designee using the On-Call Claim Form (see **Exhibit C** to this RFP).

(f) Postage, Etc. – Postage, instant developing film, and other items pre-approved by the OCDSS CPS on-call supervisor or designee that are necessary to perform the Services (as determined by OCDSS) and are documented by a receipt will be reimbursed. All requests for reimbursement for expenses noted in

 <p>ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924</p>	Page 13
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2

this Section 5(f) must be submitted to the OCDSS CPS on-call supervisor or designee using the On-Call Claim Form (see **Exhibit C** to this RFP).

(g) Cellular Phones – Consultant must use a County-issued cellular phone at all times when on-call. However, if Consultant must use a personal cellular phone because his/her County-issued cellular phone is unavailable (i.e. broken), he/she must immediately notify the OCDSS CPS on-call program supervisor. If the use of a personal cellular phone is pre-approved by the OCDSS CPS on-call program supervisor, all related expenses that are fully and appropriately documented (i.e. invoice from personal cellular service provider showing numbers called and duration of such calls) will be reimbursed. All requests for reimbursement for expenses noted in this Section 5(g) must be submitted to the OCDSS CPS on-call supervisor or designee using the On-Call Claim Form (see **Exhibit C** to this RFP).

(h) Claim Form Required – Consultant must use the On-Call Claim Form (see **Exhibit C** to this RFP) to request compensation for Services performed and reimbursement for all expenses noted in Sections 5(d) through 5(g) above on a monthly basis. Consultant must submit the On-Call Claim Form to the OCDSS CPS on-call program supervisor or designee by the close of business (i.e. 5:00 PM, EST) on the tenth (10th) day of the month immediately following the month in which the Services were performed and/or expenses were incurred.

6. Training Requirements.


(a) Consultant must attend any and all trainings mandated by OCDSS.

(b) Consultant must also attend and pass the NYS Office of Children and Family Services (OCFS)-recommended and OCDSS-approved CPS Response Training. Expenses incurred from attending the CPS Response Training will be reimbursed if adequately documented, and submitted to the OCDSS CPS on-call program supervisor or designee by the close of business (i.e. 5:00 PM, EST) on the tenth (10th) day of the month immediately following the month in which such training was attended and passed. If Consultant has previously attended this CPS Response Training, he/she must provide proof that he/she has successfully passed said training. Any Consultant previously contracted by the County in the capacity of an on-call caseworker need not attend the CPS Response Training.

7. Consultant must fully comply with and adhere to the following stipulations governing the use of County-issued electronic devices, including cellular phones, laptops, and/or tablets (collectively referred to herein as “County Equipment”). Should any Consultant fail to fully comply with the requirements set forth in this RFP, including those contained in this Section 7, OCDSS reserves the right to require the immediate return of County Equipment and terminate the Contract.

(a) County Equipment must be used only in connection with the Services required and outlined in this RFP and the Children’s Services After-Hours Protocol (see **Exhibit B** to this RFP). Each Consultant is expressly prohibited from using County Equipment for his/her own personal and/or leisure needs.


(b) County Equipment must be used and maintained in accordance with all County policies, procedures, rules, guidelines, and maintenance instructions applicable to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, data security, electronic communications, social media, and other related matters, as amended, and as may be further amended from time to time.

 <p>ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924</p>	Page 14
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2

- (c) County Equipment must not be misused or abused, which includes, but is not limited to, subjecting the County Equipment to excessively hot or cold temperatures, moisture, charging in non-surge protected outlets, etc.
- (d) County Equipment must be kept in a secure location, especially in situations where theft may be an issue. Ideally, all County Equipment should be stored in a locked location when not in use.
- (e) Labels that indicate County’s ownership interest in the County Equipment will be affixed thereto and must not be removed or covered.
- (f) Consultant is expressly prohibited from installing and/or downloading any software, games, and/or applications to any County Equipment.
- (g) Consultant must return all County Equipment in good working condition, subject to reasonable wear and tear, immediately upon discontinuance of his/her Services to the County.
- (h) For the duration of the Contract, Consultant is responsible for the cost of any repair or service to the County Equipment that arises from Consultant’s misuse or abuse of the County Equipment.
- (i) Data Breach Indemnification: Notwithstanding any other indemnification provisions in the Contact, Consultant shall fully indemnify, defend, and hold the County harmless from any and all claims, losses, fines, penalties, costs, and/or expenses arising out of Consultant’s acts or omissions that result in a data breach involving the County and/or the County’s client’s data including, but not limited to, costs and expenses related to litigation (including reasonable attorneys’ fees) reasonable incident response consultant fees, notifications, help lines, identity restorations, credit monitoring, fines, and/or penalties.

8. Compliance.

- (a) Consultant must fully comply with and perform all Services in accordance with the requirements of all applicable NYS and Federal laws, regulations, standards, and guidelines, including, without limitation, Article 15 of New York Executive Law (Human Rights Law), New York Civil Rights Law, and federal Civil Rights Act of 1964, each as may be amended from time to time, and the terms and conditions of which are incorporated herein by reference.
- (b) Pursuant to Part 358 of Title 18 of the New York Codes, Rules and Regulations (“18 NYCRR”), as may be amended for time to time, OCDSS will notify eligible applicants for, or recipients of Services of their right to a fair hearing to appeal the denial, reduction, or termination of Services, or the failure to act upon an application within the appropriate timeframes. OCDSS will also inform applicants for or recipients of Services how to file a fair hearing request. OCDSS will provide Consultant with copies of the fair hearing decision. Consultant, upon the request of OCDSS, shall participate in fair hearings and any appeals thereof as a witness when necessary for a determination of the issues.
- (c) Consultant must fully comply with the requirements of Part 357 of 18 NYCRR, as may be amended from time to time, pertaining to the safeguarding of information, and the terms and conditions of which are incorporated herein by reference.

 ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 15
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2

(d) Consultant must not make any subcontract for the performance of any Services without the prior written approval of the County. The assignment of the Contract, in whole or in part, or of any money due or to become due under such Contract is void without the prior written approval of the County. All authorized subcontractors are subject to federal and state requirements governing purchase of services contracts including, but not limited to, Part 405 of Title 18 NYCRR, as may be amended from time to time. Consultant is fully responsible for the performance of all subcontractor(s), if any.

(e) Consultant must fully comply with any and all applicable federal and New York State laws and regulations pertaining to disclosure of confidential information, each as may be amended from time to time. Consultant must implement the following procedures for the purposes of safeguarding and ensuring the protection of health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus ("HIV")-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness:

(i) Records containing individually identifiable information of such individuals shall be kept in locked files or in rooms that are locked when the records are not in use with access provided only to those individuals authorized by New York State health, education, and social service laws, rules, and regulations, each as may be amended from time to time.


(ii) When in use, records shall be maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the record.

(f) Consultant acknowledges and is fully aware of Part 403 of 18 NYCRR and Section 2782 of New York Public Health Law, each as may be amended from time to time, and the penalties and fines for re-disclosures in violation of New York State Law and regulations. Consultant must ensure that any disclosure of confidential HIV-related information is accompanied by a written statement, as follows:

This 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.

(h) Consultant will not use any funds received pursuant to the Contract for sectarian purposes or to further the advancement of any religion. Consultant will not discriminate against, or give preference to, any CPS on-call program participant or potential participant on the basis of religion. Further, Consultant will not provide religious instruction, counseling, conduct religious worship or services, engage in religious proselytizing or exert any religious influence in the provision of Services or the use of facilities or furnishings funded in whole or in part under the Contract or under any other agreement with the County.

9. Consultant must possess and maintain all applicable licenses, certifications, continuing education, and

 <p>ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924</p>	Page 16
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2

similar credentials as outlined in this RFP and as required to perform the Services throughout the duration of the Contract.

TERM

1. The County anticipates that the term of any Contract awarded hereunder will be for a period of one (1) year (“Initial Term”). The County reserves the right to renew and extend the Contract term for up to four (4) additional periods of one (1) year each (each a “Renewal Term”), at the sole option of the County and under the same terms and conditions of this RFP and the initial Contract.

2. Upon expiration of the Initial Term or any Renewal Term, if authorized by the County as set forth above, the Contract term may be extended unilaterally by the County for an additional period of up to two (2) months upon notice to the Consultant under the same terms and conditions as this RFP and the initial Contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. With the concurrence of the Consultant, the extension may be for a period of up to three (3) months in lieu of the up to two (2)-month period.


PRICING

1. Compensation Rates.
 - (a) The rates to be paid in exchange for the satisfactory performance of Services by Consultant are set forth in Sections 5(a)(i) – (iv), 5(b)(i) – (iii), and 5(c)(i) – (ii) of the Specifications portion of this RFP.

 - (b) Following the expiration of the Initial Term or any Renewal Term, as applicable, County may, in its sole discretion, choose to increase the rates to be paid in exchange for the satisfactory performance of Services by Consultant. In the event County decides, in its sole discretion, to increase any of the rates, such increase will apply to each Consultant whose contract is renewed and extended by County as set forth in the Term portion of this RFP, equally. The rates for any Renewal Term shall be the same as the compensation rate from the immediately prior Initial or Renewal Term, as applicable, unless County increases any of the rates in its sole discretion as discussed herein.

2. Reimbursement. Reimbursement for expenses including mileage, mandatory trainings, postage, etc. is available to Consultant. The requirements that Consultant must satisfy to receive such reimbursement are set forth in Sections 5(d) through 5(h) of the Specifications portion of this RFP.

3. The proposed Scope and Specifications of this RFP are not a guarantee, were developed based on past or anticipated needs, and are as accurate as the County can ascertain at the time of issuance of this RFP. When an anticipated volume or other quantities of goods or services are listed, the County has listed these either based upon a history of usage over a previous period or anticipated need. The County in no way guarantees that the actual volume or quantities listed will be necessary or ordered. When volume or quantities are listed, the Offeror should understand that the actual volume or quantities may be more or less, depending on the actual needs of the County. The Offeror shall hold the County harmless against any damages because of estimated volume or

 <p>ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924</p>	Page 17
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2

quantities. In the event quantities exceed the estimate, the County shall receive the price as listed in the Contract or, if a better price is available at that time, that price shall be passed on to the County.


4. The prices submitted shall be exclusive of federal and state sales taxes (or other taxes inapplicable to government entities) and must not include any tax for which the Offeror may claim exemption because of doing business with the County. Unless otherwise indicated in this RFP, prices shall be net, including any applicable transportation and delivery charges fully prepaid by the Consultant to the destination(s) indicated in the Contract. Prices are to be listed as FOB Delivered: ORANGE COUNTY, NY. No freight and/or handling and/or fuel surcharges will be accepted, unless otherwise agreed to in the Contract.

PAYMENT

1. Consultant must use the On-Call Claim Form (see **Exhibit C** to this RFP) to request compensation for Services performed and reimbursement of expenses incurred on a monthly basis.
2. Consultant must submit the On-Call Claim Form to the OCDSS CPS on-call program supervisor or designee by the close of business (i.e. 5:00 PM, EST) on the tenth (10th) day of the month immediately following the month in which the Services were performed. Payment for Services will be made within sixty (60) days of receipt of an adequate and verified On-Call Claim Form, detailing the Services performed and the hours spent actually performing such Services.
3. All requests for reimbursement for expenses incurred, as discussed in Sections 5(d) through 5(g) of the Specifications portion of this RFP, must be made using the On-Call Claim Form and be fully substantiated by adequate and appropriate written documentation. All such requests must be submitted to the OCDSS CPS on-call program supervisor or designee by the close of business (i.e. 5:00 PM, EST) on the tenth (10th) day of the month immediately following the month in which the expenses were incurred by Consultant. Reimbursement for such expenses will be made within sixty (60) days of receipt of an adequate and verified request for same.

SUBMISSION OF PROPOSALS

1. The number of copies, submission address, and similar information for proposals submitted in response to this RFP are specified in Section 5 of the Instructions to Offerors portion of this RFP. **Proposals must be secured with a single paperclip in the upper left-hand corner of the proposal. Binders and/or covers of any kind will not be accepted.**
2. The **Proposal Form** (included in this RFP) must be completed, signed, and used as the **cover page** of each proposal submitted in response to this RFP.
3. Each proposal submitted in response to this RFP must consist of one (1) volume which will be subdivided into four (4) easily identifiable sections as follows:
 - (a) Section 1 – Qualifications. Provide a copy of your resume/C.V. and copies of all licenses, certifications, and documentation necessary to verify that you satisfy each of the required qualifications set forth in Section 1 of the Specifications portion of this RFP.

 ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 18
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2

(b) Section 2 – Knowledge, Skills, and Abilities. Provide a detailed statement verifying that you possess the required knowledge, skills, and abilities set forth in Section 2 of the Specifications portion of this RFP.

(c) Section 3 – References. Provide contact information (entity name, contact person name, address telephone number and email address) for at least three (3) professional references that are familiar with your performance of the same Services as specified in this RFP or services that are substantially similar to such Services. References from New York State governmental entities are preferable, but not required.

(d) Section 4 – Required Forms and Additional Information (if applicable). Each proposal submitted in response to this RFP must contain the following:

- (i) Signed Non-Collusion Certification;
- (ii) Signed Iran Divestment Act Certification;
- (iii) Completed and signed Disclosure of Non-Responsibility Determinations Form (copy of instruction page not required);
- (iv) Completed and signed Pay-to-Play Form (**Please Note:** Due to an exemption in the Pay-to-Play Law, Government Entities and School Districts do not need to complete Pay-to-Play Form); and
- (v) Completed and signed Supplier Forms (if not already a current Orange County awarded vendor).

4. ALL SUBMISSIONS MUST BE CLEARLY MARKED ON THE OUTSIDE PACKAGING WITH THE RFP TITLE AND NUMBER.

5. INSURANCE: While not required in the proposal package, Offerors are reminded that Certificates of Insurance evidencing Consultant's compliance with the Insurance Requirements set forth in this RFP must be provided prior to execution of the Contract by the County. The number of days for submission may vary but it may be less than one (1) business week, please be prepared. **FAILURE TO SUBMIT INSURANCE DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE CONSULTANT AS NON-RESPONSIVE AND/OR THE COUNTY'S RETENTION OF BID SECURITY.**

ADDITIONAL INFORMATION, INTERVIEWS & SITE VISITS

The County may require any or all Offerors to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Offeror will have available for the performance of the Contract. The County reserves the right to interview, any or all Offerors and/or visit any or all Offeror's sites during the evaluation of proposals. If applicable, the County shall contact Offerors to arrange an interview (which County may require to be held at the Department of General Services) and/or a site visit of Offeror's facilities at any time during the evaluation process. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity

to participate in interviews, site visits or be asked to submit a best and final offer. The County may award a Contract without interviews and/or site visits for any or all Offerors, if deemed to be within the best interests of the County.

BASIS OF AWARD


1. Contract award(s) under this RFP may be made, at the County’s discretion, to the Offeror(s) with proposal score(s) of at least thirty (30) based on the total points as calculated below, with consideration given to coverage needs and meeting the Specifications of this RFP. The County anticipates awarding more than one (1) Contract under this RFP.
2. Offerors are advised that the selection of a proposal for a Contract award may be made after evaluation of the proposals received in response to this RFP by an evaluation committee (“Evaluation Committee”). The Evaluation Committee will consist of representatives for OCDSS and/or representative from other County departments as deemed appropriate.
3. The evaluation process is designed to award a Contract to the Offeror(s) with the best combination of attributes based upon evaluation criteria. A score shall be calculated for each criterion for each proposal. The total scores for all criteria in each proposal will be known as the Offeror’s final score.
4. The award of a Contract pursuant to this RFP, if any, will be made to the responsible Offeror(s), whose proposal is determined to be in the best interest of the County and in accordance with New York General Municipal Law § 104-b, taking into consideration of the following factors:

Item #	Criteria	Point Range
4.1	Qualifications	0–20
4.2	Knowledge, Skills, and Abilities	0–20
4.3	References	0–20
TOTAL MAXIMUM POINTS AVAILABLE		60

5. Each proposal will be scored against each criterion above using the rating scale below, in accordance with the weight given to the applicable point range for that criterion.


Points Awarded if Proposal Does Not Meet Criterion Requirements/ Expectation	Points Awarded if Proposal Partially Meets Criterion Requirements/ Expectations	Points Awarded if Proposal Meets Criterion Requirements/ Expectation	Points Awarded if Proposal Partially Exceeds Criterion Requirements/ Expectations	Points Awarded if Proposal Exceeds Criterion Requirements/ Expectations
0	5	10	15	20

6. If the Evaluation Committee determines, at its sole discretion, that interviews are in the best interest of the County, responsive proposals will be reviewed and scored as described above in a preliminary round to aid in determining whether all Offerors, or just those with top scoring proposals, will be interviewed. If interviews are

	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 20
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER		RFP-OCDSS-CPS20-2

held, the same review and scoring process described above will be repeated for those Offerors interviewed, and any award(s) made will be based on that secondary scoring round.

7. The submission of a proposal in response to this RFP implies the Offeror's acceptance of the evaluation criteria and acknowledgment that subjective judgments must be made by the Evaluation Committee. The County reserves the right to: accept other than the lowest priced offer, waive any informality, or reject any or all proposals, with or without advertising for new proposals, if in the best interest of the County.

 ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 21
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP- OCDSS-CPS20-2

PROPOSAL FORM

INDIVIDUAL/BUSINESS NAME: _____

INDIVIDUAL/BUSINESS ADDRESS: _____

NAME, TITLE, TELEPHONE, FAX AND EMAIL OF CONTACT PERSON: _____

Does this business have a minority, women's, disadvantaged, or small business certification? Yes No

If yes, please list the designation(s) and the certifying entity(ties) _____

The undersigned proposes to furnish and deliver the services described in **RFP-OCDSS-CPS20-2 CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER** and its responding proposal to the County of Orange, at the prices stated in the RFP. The individual submitting this proposal on his/her own behalf or on behalf of the business entity noted above certifies by his/her signature below that:

- he/she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period;
- he/she has read and understood the full Request for Proposal cited above; and
- he/she is duly authorized to submit this proposal on behalf of the business entity noted above (if any).

Additionally, by submission of this proposal, the individual signing on his/her own behalf or on behalf of the business entity noted above certifies, and in the case of a joint quote each party thereto certifies as to its own organization, under penalty of perjury, that the individual or business entity submitting this proposal has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

By: _____

Date: _____

Name

Federal Tax ID Number

Title

DUNS Number, if applicable

ADDENDA CONFIRMATION (Offerors should only complete this section if any addenda were issued for this RFP.)

Addendum # ___ - Received _____, 20___ Initialed by person signing above _____

Addendum # ___ - Received _____, 20___ Initialed by person signing above _____

Addendum # ___ - Received _____, 20___ Initialed by person signing above _____



ORANGE COUNTY, NEW YORK

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER

RFP-OCDSS-CPS20-2

NON-COLLUSION 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."
- (b) A Bid shall not be considered for award nor shall any award be made where the provisions of (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 reasons 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 proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1) of this certification.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by an 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 subparagraph (a)(1) of this certification, 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 this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Bid.


DATE

SIGNATURE

NAME

TITLE

BUSINESS NAME

 ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 24
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCSS-CPS20-2

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> .

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal 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.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

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 person 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 County makes a determination that the goods and services are necessary for the County 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.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any Bid, Proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.


DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

 ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 25
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER	RFP-OCDSS-CPS20-2

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Background:


New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. *See State Finance Law §§139-j (10)(b) and 139-k(3).*

Instructions:

The County of Orange includes the following disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of Proposals or Bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your Bid or Proposal to the County agency conducting the Governmental Procurement.

The following disclosure form must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 26
RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER		RFP-OCDSS-CPS20-2

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
 No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Signature

Date: _____



ORANGE COUNTY, NEW YORK

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

RFP TITLE: CHILD PROTECTIVE SERVICES ON-CALL CASEWORKER

RFP-OCDSS-CPS20-2

INFORMATION SHEET

The questions asked on this Information Sheet are voluntary. It is not necessary to complete this Information Sheet. Filling out this sheet does not change your chances of a contract award in any respect. By completing this form, you will be helping the County track trends that we believe to be of importance. The information collected will NOT be used to compile mailing lists and will not be used to contact you. It will also not be sold. The information collected may be used to generate reports showing historical data with regard to the County's purchasing process.

Business Name: _____

Address: _____

In what county are the primary operations of this business conducted? _____

Business type (Sole Proprietorship, Corporation, LLC, etc.) _____

Does this business have a minority, women's, disadvantaged, or small business status? Yes No

If yes, please list the designation(s) and the certifying entity(ties) _____

How many individuals does this business employ? _____

Have you conducted business with the County before? Yes No

How did you discover this Proposal opportunity? _____

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? _____

Please list any other comments or suggestions pertaining to doing business with Orange County. _____
