

COUNTY OF ORANGE

REQUEST FOR APPLICATIONS FOR HOUSING STABILIZATION CASE MANAGER

INTRODUCTION

1. The County of Orange ("County") seeks applications from qualified, experienced individuals (collectively, "Offerors" and individually, "Offeror") to serve as a Housing Stabilization Case Manager for County's Department of Social Services ("OCDSS") and perform certain services in such capacity as more fully described in the Specifications below.
2. Questions about this Request for Applications ("RFA") can be submitted in writing to Irene Kurlander, Deputy Commissioner of OCDSS with the subject line "Questions Re: RFA for Housing Stabilization Case Manager" via email to IKurlander@orangecountygov.com.
3. A completed Application Form (included in this RFA) together with the information and documentation specified in this RFA must be submitted to the attention of the Commissioner of OCDSS with the subject line "RFA for Housing Stabilization Case Manager" via facsimile to (845) 291-4201 or via email to DaMiller@orangecountygov.com **AND** IKurlander@orangecountygov.com.
4. County reserves the right to award multiple contracts under this RFA on a rolling basis to meet the needs of OCDSS.

SPECIFICATIONS

1. Qualifications. An Offeror responding to this RFA confirms affirmatively to County, at the time of submission of his/her application, that he/she possesses all qualifications required by applicable laws, rules, and regulations, each as may be amended from time to time, including, without limitation, those specifically set forth below. **Verification of such qualifications must be provided to OCDSS with the application submitted in response to this RFA (and periodically, as applicable, during the contract term if awarded a contract under this RFA).**

(a) Education and Experience.

(i) Completion of sixty (60) credits at a regionally accredited college or university or one accredited by the New York State ("NYS") Board of Regents to grant degrees **AND** a minimum two (2) years' experience working with low-income consumers and/or working within an income eligibility program,

OR

(ii) A high school diploma **AND** five (5) years of experience working with low-income consumers and/or working within an income eligibility program.

(b) Computer Skills. Proficiency in use of computer software applications (i.e., Microsoft

Word, Excel, Adobe) or other automated systems such as database software, spreadsheets, word processing, and e-mail software in performing work assignments.

(c) Language Skills. Bi-lingual in English and Spanish, Yiddish, or Chinese (Mandarin) languages preferred.

(d) Driver License and Vehicle. Valid driver license and vehicle in good working order as the Offerors must be able to drive to any location within the boundaries of Orange County.

2. Background Check. Offerors may be subject to background checks at Offeror's sole expense at the request of OCDSS. Such checks may include fingerprinting and clearance from the NYS Statewide Central Register of Child Abuse and Maltreatment (SCR).

3. Scope of Services.

(a) Position and Program Involved. Each successful Offeror awarded a contract under this RFA ("Consultant") will serve as a Housing Stabilization Case Manager for OCDSS. The services that Consultant shall perform in the capacity of a Housing Stabilization Case Manager will be in furtherance of the NYS Rental Supplement Program ("RSP" or "Program"). RSP is intended to provide rental assistance to individuals and families, both with and without children and regardless of immigration status, who are experiencing homelessness or facing an imminent loss of housing.

(b) Program Services. Consultant, acting in the capacity of a Housing Stabilization Case Manager, shall perform certain Program services including those identified below (collectively, "Services").

(i) Answer calls and e-mails from the public and provide Program/eligibility information,

(ii) Follow-up on inquiries via phone, text, or e-mail,

(iii) Assist applicants in completing Program applications,

(iv) Ensure that all necessary documentation is collected,

(v) Process Program applications,

(vi) Assist applicants in obtaining supporting documentation, returning phone calls, and answering questions about Program,

(vii) Verify case information for Program eligibility review determinations which may include the following:

(A) Checking lease rent, as applicable, and confirming that it is the same rent listed on the application,

- (B) Verifying that the household information listed on the lease matches the information provided by the applicant,
- (C) Confirming that the total income provided by the applicant on the application is consistent with the income documentation provided,
- (D) Identifying discrepancies in income calculations,
- (E) Contacting applicants by phone, e-mail, or mail who require submission of additional documentation or information in order to determine Program eligibility,
- (F) Collecting, cross-referencing, and validating landlord W-9 data for payment,
- (G) Flagging documents that look forged, altered, or inaccurate,
- (H) Checking cross-systems for potential duplication of benefits or duplicate Program applications,
- (I) Cross checking various data sources including the NYS Department of Labor, NYS Department of Taxation and Finance, NYS Office of Temporary Disability Assistance, and the U.S. Department of Housing and Urban Development,
- (J) Performing secondary application reviews for 'paused' applications upon receipt of additional documentation,
- (K) Preparing files for review for applications on appeal, and
- (L) Performing any/all Program-specific Federal, NYS, and local functions as stipulated in the respective policy and procedures guidance documents,
- (viii) Provide referrals to other agencies, when necessary,
- (ix) Review cases with OCDSS supervisory staff,
- (x) Maintain a time log denoting time spent on a daily basis working on applications and outreach for Program, and
- (xi) Attend planning meetings when indicated by OCDSS.

4. Services Locations and Hours. Consultant shall perform Services (a) in-person at any of OCDSS' offices or any other location within the boundaries of Orange County as needed and requested by OCDSS, or (b) remotely utilizing a County-issued laptop and cell phone, as directed by OCDSS. Consultant shall perform Services Monday through Friday, between the hours of 9:00 AM and 5:00 PM, EST. The actual number of days and actual hours during which Consultant will be required to perform the Services is dependent upon the needs of OCDSS and, as such, cannot be definitively stated at this time.

5. County-Owned Equipment. Consultant will be issued a County-owned laptop and cell phone to be used only while performing Services. Such laptop and cell phone must be returned to the County in good working order at the conclusion of the contract term or at such other time as directed by the County. Consultant shall execute an *Electronic Equipment Addendum to Agreement*, substantially in the form included in the Appendix to this RFA, pertaining to such laptop and cell phone.

6. Confidentiality. Consultant acknowledges and agrees that all information received during the performance of Services is considered confidential and will be used only for the intended purposes of performing such Services under a contract resulting from this RFA. Consultant shall not use, disclose, or transmit such information to third parties without express, written consent authorizing such use, disclosure, or transmission. Consultant shall undertake all appropriate measures to safeguard the confidentiality of such information to the extent required by all applicable Federal and NYS laws, rules, and regulations, as may be amended from time to time.

7. Funding for Services. Contracts awarded under this RFA will be funded under RSP. As such, all Services performed by Consultant must be in accordance with the requirements of the Program as set forth in the OTDA Local Commissioners Memorandum 21-LCM-24 ("21-LCM-24"), which may be modified from time to time, and a copy of which is included in the Appendix to this RFA. Each Offeror acknowledges by submitting an application in response to this RFA that, if awarded a contract under this RFA, the 21-LCM-24 will become a part of the contract resulting from this RFA through a grant addendum and agrees to abide by all of the obligations set forth in the 21-LCM-24 when performing the Services. In the event of any inconsistency or conflict between the requirements of the contract resulting from this RFA and the 21-LCM-24, such inconsistency or conflict shall be resolved by giving precedence to the relevant and applicable provision in the 21-LCM-24.

8. Compliance with Applicable Laws and Regulations. Consultant shall comply with all applicable Federal and NYS laws, rules, regulations, orders, and guidance, as may be amended from time to time during the contract term, including, without limitation, those set forth in (a) – (g) below.

(a) Article 15 of New York Executive Law (Human Rights Law), as amended.

(b) New York Civil Rights Law, as amended.

(c) Subpart 358-1.1 of Title 18 of the New York Codes, Rules and Regulations ("18 NYCRR") pertaining to fair hearings.

(d) Part 357 of 18 NYCRR pertaining to the safeguarding of information.

(e) Article 27-F of New York Public Health Law pertaining to HIV and AIDS related information including, without limitation, §2782 concerning confidentiality and disclosure and §2783 stating the penalties and fines for disclosure in violation of NYS law and regulations.

(f) Section 403.9 of 18 NYCRR setting standards for safeguarding confidential HIV-related information.

(g) Section 405.3 of 18 NYCRR setting the requirements for purchase of service contracts.

9. Pricing and Payment.

(a) For the satisfactory performance of Services Consultant shall be entitled to compensation at an all-inclusive rate of \$30.00 per hour. County **will not** be responsible for any costs associated with any travel that may be required for performance of Services including, but not limited to, mileage, fuel, and tolls.

(b) Consultant must document all days and hours during which Services are performed on a detailed time log and submit same to OCDSS by the tenth (10th) day of the month immediately following the month in which such Services were performed.

(c) Compensation will be paid only for Services satisfactorily performed and properly documented in accordance with the terms and conditions specified in this RFA and the contract.

TERM

1. County anticipates that the term of any contract(s) resulting from this RFA will be for a period of one (1) year ("Initial Term"). County reserves the right to renew and extend the contract term for up to two (2) additional periods of up to one (1) year each at the sole option of County and under the same terms and conditions set forth in the initial contract (each, a "Renewal Term" and collectively with the Initial Term, the "Term").

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

GENERAL TERMS AND CONDITIONS

1. Procurement Lobbying Law Restricted Period for Communications. Pursuant to NYS State Finance Law §139-j and §139-k, this RFA includes and imposes certain restrictions on communications between County and an offeror during the procurement process. Offerors are 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 (referred to as "Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in NYS 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 for this RFA is Irene Kurlander, Deputy Commissioner, telephone number (845) 291-4553. Offerors responding to this RFA must familiarize themselves with these NYS State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Application Form.

2. Form of Contract. Consultant awarded a contract under this RFA agrees to execute a contract substantially in the form included in the Appendix to this RFA (i.e., Consultant Services Agreement) in the timeframe, if any, indicated in this RFA.

3. Insurance Requirements. During the term of a contract resulting from this RFA, or longer if required, Consultant shall maintain, at its expense, workers' compensation, disability, and liability insurance policies of the types and minimum coverages specified in the form contract included in the Appendix to this RFA. Certificates of insurance evidencing Consultant's compliance with these requirements shall be required prior to execution of a contract by County.

4. Pay-to-Play Law. Please be advised that this solicitation is subject to Orange County Local Law 13 of 2013 the "Pay-to-Play Law," as amended. Pay-to-Play Forms are included in the Appendix to this RFA. Form A must be included with any application submitted in response to this RFA. Form B will be required only if Offeror is awarded a contract under this RFA. Offerors who fail to submit Form A will not have their applications considered. Form B is required for execution of a contract by County.

SUBMISSION OF APPLICATIONS

1. Unless otherwise noted below, each Offeror responding to this RFA must submit one (1) signed original (as applicable to the document type) of each of the items set forth below.

- (a) Completed and signed Application Form (included in this RFA).
- (b) Qualifications. A copy of Offeror's current resume/C.V. and documentation necessary to verify that Offeror possesses all of the required qualifications set forth in Section 1(a) – (d) of the Specifications portion of this RFA.
- (c) References. Provide contact information (entity name, contact person name, address, telephone number, and email address) for at least two (2) professional references that are familiar with Offeror's performance of services that are the same or substantially similar to the Services identified in the Specifications portion of this RFA. References from governmental entities in NYS are preferable, but not required.
- (d) Completed and signed Disclosure of Non-Responsibility Determination (copy of instruction page not required).
- (e) Completed and signed Iran Divestment Act Certification.
- (f) Completed and signed Certifications Regarding Lobbying.
- (g) Completed and signed Pay-to-Play Forms (Form A must be submitted with Offeror's application in order to be considered for a contract award under this RFA. Form B is only required if a contract is awarded).
- (h) Completed Supplier Application Packet (required prior to contract if offeror has not contracted with County in the last 12 months under its current individual/business entity name and identification number). The Supplier Application Packet is available at <https://www.orangecountygov.com/DocumentCenter/View/4424/Supplier-Application-Packet.pdf>.

BASIS OF AWARD

1. Any contract awarded under this RFA will be made to responsible, responsive Offeror(s) whose application(s) is/are determined to be in the best interest of County and in accordance with New York General Municipal Law §104-b, taking into consideration the following criteria.

CRITERIA	POINT RANGE
A. Qualifications	15 – 75
B. References	5 – 25
TOTAL MAXIMUM POINTS AVAILABLE	100

2. Each application 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.

CRITERIA	Points Awarded if Application Does Not Meet Criterion Requirements / Expectations	Points Awarded if Application Partially Meets Criterion Requirements / Expectations	Points Awarded if Application Meets Criterion Requirements / Expectations	Points Awarded if Application Partially Exceeds Criterion Requirements / Expectations	Points Awarded if Application Exceeds Criterion Requirements / Expectations
1.A	15	30	45	60	75
1.B	5	10	15	20	25

3. If the evaluator or evaluation team determines, at his/her/its sole discretion, that interviews are in the best interest of County, responsive applications 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 applications, will be interviewed. If interviews are 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.

4. The submission of an application implies Offeror's acceptance of the evaluation criteria and acknowledgment that subjective judgments must be made by the evaluator or evaluation team. County reserves the right to waive any informality or reject any or all applications, with or without advertising for new applications, if in the best interest of County.

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APPLICATION FORM

Request for Applications for Housing Stabilization Case Manager

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

The undersigned proposes to furnish and deliver the Services described in this **Request for Applications for Housing Stabilization Case Manager** and the responding application to the County of Orange, at an all-inclusive rate of \$30.00 per hour.

The individual submitting this application, certifies by his/her signature below that:

- He/she understands and has complied with the requirements of NYS State Finance Law §§139-j and 139-k and will continue to do so throughout the Restricted Period; and
- He/she has read and understood the full Request for Applications cited above.

Additionally, by submission of this application, the individual signing below certifies, under penalty of perjury, that he/she 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 NYS Labor Law §201-g.

By: _____

Date: _____

Name: _____

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form

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 names 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: _____

Offeror 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: _____

Instructions for Completing the Offeror 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. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). 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 provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" 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 this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals, requests for quotes/applications, 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, Supplemental or Change Order. This document must accompany each proposal, quote, application, or bid submitted by all Offerors.

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 (GML) §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 GML §103-g, by signing below, offeror certifies as true under the penalties of perjury that: By submission of this application each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint application each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of SFL §165-a.

An application 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 offeror cannot make the certification, the offeror shall so state and shall furnish with the application a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an offeror 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 application, 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 a contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

CERTIFICATION REGARDING LOBBYING

The undersigned parties, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts undergrants, loans and cooperative agreement) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORANGE COUNTY

Date: _____

STEFAN ("STEVEN") M. NEUHAUS, County Executive

CONSULTANT

Date: _____

Signature

Title

ACKNOWLEDGMENT FORM

STATE OF NEW YORK)

) SS.:

COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____ and that (s)he is _____ of _____ the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s)he signed his name thereto by like order.

NOTARY PUBLIC

APPENDIX TO RFA

This Appendix includes those documents identified below, each of which is attached immediately following this page.

1. Form Consultant Services Agreement
2. Form Electronic Equipment Addendum to Agreement
3. Form RSP Addendum to Agreement and 21-LCM-24
4. Pay-to-Play Instruction Memo and Forms A and B