



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE

Family Violence Advocacy
in Collaboration with
the Erie County Department of Social Services
Protective Services Units

RFP #1412VF

April 8, 2014

**Judith M. Kolmetz, Assistant Coordinator of Quality Assurance
Erie County Department of Social Services**

**EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK

REQUEST FOR PROPOSALS (“RFP”) #1412VF

TO PROVIDE FAMILY VIOLENCE ADVOCACY IN COLLABORATION WITH THE ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES’ PROTECTIVE SERVICES UNITS

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking proposals from qualified agencies (“Proposer”) interested in providing non-residential domestic violence services in collaboration with the Erie County Department of Social Services’ Child Protective Services (CPS) Unit, as well as other departments within ECDSS. Proposers interested in providing this service are invited to respond to this request.

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

The County reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer, and to award negotiated contracts to one or more Proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. FUNDING AND BUDGET

For 2014, a sum based on a proration of **\$102,000 annually** (depending on the month of contract initiation) is potentially available for the requested Domestic Violence services.

The award is subject to annual contract renewal, contingent upon the Proposer’s successful performance of project objectives and the continued need and desire for such services as articulated by Erie County DSS. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose. All contract appropriations are subject to Legislative approval.

Future awards will be dependent on available funds and subject to the demonstrated fiscal and programmatic stability of the applicant agency, as well as their meeting all of the ECDSS requirements. More than one provider may be selected for funding for 2014.

Note: Administrative costs may not exceed 20% of the requested funds for 2014, and thereafter, by Executive Order from the NYS Governor and the Erie County Executive, it will be capped at 15% for all future years. Lower Administrative costs will be favored when rating proposals. Erie County seeks to move in the direction initiated by New York State to keep administrative costs at this level or below.

III. PROPOSAL TIMEFRAMES

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	April 8, 2014
Proposals Due:	May 2, 2014

Selection Made: May, 2014
Contract Signed: Following all necessary County approvals.

IV. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Specific instructions for the proposal format and content are outlined in **Appendix A**, found on page 11.
2. One (1) original and five (5) copies of the technical proposal shall be submitted. Proposals **MUST** be signed using the attached **Schedule A: Proposer Certification** found on page 10. Unsigned proposals will be rejected. One (1) original and one (1) copy of the Budget/Cost Proposal packet shall be submitted as described in item #7, below.
3. Submission of the proposals shall be directed to:

Judith Kolmetz, Assistant Coordinator of Quality Assurance
Erie County Department of Social Services
95 Franklin Street, Room 865
Buffalo, NY 14202

All proposals must be delivered to the above office on or before May 2, 2014 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Judith Kolmetz at the above address, or at Judith.Kolmetz@erie.gov no later than 4:00 pm on April 18, 2014. No communications of any kind will be binding against the county, except for the formal written responses to any request for clarification.
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. All Proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the agency's name, due date of proposal, proposal name, and RFP #. All **Appendix B budget attachments** must be completed and included in the cost proposal.
8. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP on pp. 12-13. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. Introduction:

Domestic violence is present in a large percentage of families coming to the attention of Child Protective Services. Studies have shown that almost half of all CPS cases have a domestic violence component¹, and that between 30% and 60% of those who batter their partners also abuse their children.² Even when children themselves are not the direct victims of physical violence, that it can have serious adverse effects on children who are exposed to it.³ Studies have found that children who witness domestic violence generally exhibit greater childhood behavioral, emotional, and social problems than do those who have not experienced domestic

violence.⁴ For this reason, exposing children to a parent being the victim of domestic violence can in itself be considered child abuse. Experience and research demonstrate that supporting the safety of a parent victimized by domestic violence will also support the safety and well-being of the children.

CPS Units and Domestic Violence Units tend to serve many of the same families, and both are concerned with increasing safety and eliminating violence. The workers in both systems have expertise in advocating for families. Both systems realize that children have a relationship with both parents, and that it is the responsibility of both parents to protect children and keep them safe.

Historically, child protective and DV service providers have addressed family violence separately, due to philosophical and structural differences. The past several years have brought wide-spread efforts to foster coordination by engaging in collaborative processes. Effective collaboration recognizes interdisciplinary differences while also using respective strengths to better serve families in an integrated manner. By combining resources and expertise, families are provided with a more comprehensive assessment, and an intervention strategy that utilizes the full spectrum of available community resources. By working together, domestic violence providers and child protective workers will be more attuned to the needs of and better able to help victims of domestic violence to address their own as well as their children's safety and service needs.

An important element in efforts to improve the safety of family members who are experiencing both domestic violence (DV) and child abuse/maltreatment is the quality of casework provided by the professionals who become involved in their lives. Through this request, ECDSS intends to fund CPS/DV collaborations designed to improve joint practice and provide services to Erie County families affected by both child abuse/maltreatment as well as domestic violence.

Benefits of CPS/ DV Collaborations:

Familial outcomes:

- By identifying and addressing DV earlier in the process, the child is more likely to be able to remain in the home with the non-offending parent. When foster care is necessary, the return home is expedited as a result of parent obtaining the necessary assistance.
- Victims are referred to more appropriate interventions, and their needs are met more quickly and prior to the need for more invasive actions
- Victims are more involved in their own safety/strategic/case plans.
- Victims perceive CPS as a safe buffer under which they can receive DV services without raising suspicions of the perpetrator
- DV advocates help victims understand the CPS process, helping to ease their concerns and alleviate some of the stress of the intervention
- Victims are further empowered by having additional tools/options available.
- Non-offending parents gain the resources and knowledge to implement safety and self-sufficiency strategies and to advocate for themselves to elicit adequate responses from various systems.
- More resources available to families
- Victims are receiving more effective court orders
- More victims are receiving DV services that might not otherwise access these services.

Systemic Outcomes:

- Trust, respect and communication are improved; each program relying more on the other's expertise
- Workers are better able to discuss and resolve issues when there are disagreements
- More thought is given to the interconnections between domestic violence and child abuse
- DV advocate may be viewed as less of a threat and therefore family may see CPS as a resource rather than fear them

- DV advocate compliments work done by CPS worker by providing resources and community linkages to families dealing with domestic violence issues
- Courts are getting more information on how to work with families impacted by DV

B. Program Information:

Target Population:

The target population for this program is families in the child protective system who are also experiencing domestic violence.

Project Description:

In an effort to build on lessons learned by existing collaborations, the following components are required for implementation of this model:

1. Co-location of two (2) domestic violence advocates at the CPS offices located at 478 Main Street, Buffalo, NY. Each advocate must be stationed at CPS, in close proximity to CPS workers, up to five days per week, to provide on-going consultation and support, and to participate in joint home visits, joint safety planning, and cross training.
2. Development of a protocol for joint case practice prior to collaborative work with families. The protocol must be agreed to by both agencies, and must support adult and child safety. The protocol must minimally address roles, information sharing, and plans for resolving disagreements, as well as the protocol for obtaining services for all types of adult-to-adult violence in the home, and the role of the DV advocate in serving families in which the DV perpetrator remains in the home with the children.
3. Willingness to be principal members of a workgroup to allow for information sharing, cross-training to improve the knowledge of each system regarding the other's mandates, philosophies, roles and responsibilities, and to continually evaluate and develop the protocol for CPS/DV collaboration based on current research and family violence models for best practice.
4. Management level commitment to the project from both agencies. Such support must include an ongoing assessment of performance.
5. Quarterly reporting to the Erie County Department of Social Services Contract Control Unit. Reporting standards and metrics will be developed in conjunction with the development of the protocol for joint case practice.

C. Projected Outcomes

The purpose of this RFP is to secure providers in an effort to improve joint casework practice, thereby creating safer and more stable living environments for families. More specifically, the desired program outcomes are:

1. To improve outcomes for families experiencing both domestic violence and child abuse/maltreatment, and
2. To engage and empower families to participate in planning and decision-making that will improve the safety and stability of the whole family, including seeking services for the DV perpetrator, and
3. To improve joint practice between child protective services and domestic violence workers.

4. To increase referrals to the DV agency. Through this co-location project advocates will help families that may not have otherwise known about or sought out DV services.

Performance Measures that will be used to capture information related to program success include:

1. The number of CPS reports collaborated on in which the child remains safely with the non-offending parent at the time of determination and/or obtains follow-up services if appropriate.
2. The number of families served jointly by CPS and the DV Advocate (DVA) who have increased their self-sustainability, while maintaining the safety of their children. (Self-sustainability may include, but not be limited to; alternative safe housing, access to safe employment, child care, financial support, safety plans, court orders, and medical assistance.)
3. The number of persons (cases) in which DV services were utilized, and the hours of service required to meet the objectives for safety and sustainability.
4. The number of court orders obtained as a result of the collaborative efforts of the DV advocate and CPS unit.

D. Agency Experience and Qualifications

Proposer must be an approved Non-Residential Domestic Violence Provider as described in Part 462 of the New York State Regulations of the Department of Social Services.

Advocate Qualifications:

Domestic Violence Advocates who will be assigned to this project must possess the following qualifications:

- at least one year of experience providing non-residential domestic violence services as described in §462.4 of New York State Regulations of the Department of Social Services
- competency in the knowledge and practice of child abuse reporting requirements, confidentiality issues, dynamics of family violence, legal remedies, and community resources and services
- cultural sensitivity to the diverse backgrounds and languages of the population to be served
- a valid New York State driver's license

Advocates assigned to the project must be cleared through the **State Central Register** prior to being permitted to work with families face-to-face without supervision. Proposing agencies should provide additional details of pre-employment screenings conducted by the agency. The County encourages agencies to require **criminal background checks** as well as **DMV background checks** for each employee associated with offering services.

The staffing pattern and qualification standards are expected to be maintained throughout the term of the contract, and the applicant agency is expected to provide quarterly staffing reports. Also be advised that any changes which occur before the contract begins (after submission and approval) are to be communicated within 30 days of the start of the contract to ECDSS.

VI. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities or informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;

- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The Proposer’s demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer’s experience in performing the proposed services.
- The Proposer’s financial ability to provide the services.
- Evaluation of the Proposer’s fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer’s projected approach and plans to meet the requirements of this RFP.
- The Proposer’s presentation at and the overall results of any interview conducted with the Proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful Proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR IF NECESSARY THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the contract shall be from the month of contract initiation through December 31, 2014. The County, at its sole discretion may extend the agreement beyond its initial term for up to two (2) additional one year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Proposer agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

All deliverables created under this Agreement by the Proposer are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Proposer hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Proposer may retain copies of such records for its own use.]

NOTE: All contracts executed by the Erie County Department of Social Services will be posted electronically on the Department's website.

NON-COLLUSION

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates. There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the Proposer’s competitive position.

The Proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than one hundred eighty (180) days from the proposal date.

ENDNOTES

1. - National Council of Juvenile and Family Court Judges. *Family Violence: Emerging Programs for Battered Mothers and their Children*. Reno, NV: NCJFCJ, 1998
- Whitney, P., and Davis, L. Child Abuse and Domestic Violence in Massachusetts: Can practice be integrated in a public child welfare setting? *Child Maltreatment* (Winter 1999) 4:158-66.
- University Associates. *Evaluation of Michigan's Families First Program, Summary Report*. Lansing, MI: University Associates, 1993.
2. Edleson, J.L. The Overlap Between Child Maltreatment and Woman Battering. *Violence Against Women* (February 1999) 5:134-54.
3. Edleson, J.L. Children's witnessing of adult domestic violence. *Journal of Interpersonal Violence* (August 1999) 14:839-70.
4. Carlson, B.E. Children's Observations of Inter-parental Violence. *Battered Women and their Families*. A.R. Roberts, ed. New York: Springer Publishing, 1984.

SCHEDULE "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie (the "County") and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance Certificate (example on pp. 11-12 of this RFP), and that it will be complete and acceptable to Erie County.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Agency Name

By:

Name and Title

APPENDIX A: PROPOSAL FORMAT AND CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP must be met. Any proposals which do not meet these criteria may be considered non-responsive. The proposal should include the following three sections:

- A. **Section 1 - Technical Proposal.** This section shall describe your approach and plans for accomplishing the work outlined in Section V, Scope of the Service.
- B. **Section 2 – Organizational Support and Experience.** This section shall contain all information related to your organization, personnel, and experience that would substantiate your qualifications and capabilities to perform the services, as defined in this RFP.
- C. **Section 3 - Budget.** This section shall contain all information associated with project costs, as outlined on the budget template.

Specific instructions regarding the structure of each section are described below.

Section 1 – Technical Proposal: all proposals must be **limited to no more than fifteen pages.**

- 1) Clearly define your agency’s mission.
- 2) Provide an overview of how your agency will deliver the requested services. This should include ideas and insights into the development of the protocol for joint case practice between DV and CPS workers, using models and best-practice guidelines from professional literature and current research.
- 3) Describe your agency’s organizational capacity to maintain a successful operation that is consistent with the outcomes of this RFP.
- 4) Clearly identify the staff associated with the project, job titles and number of staff in each title. Specify the required education, training, and experience for each position title, their role in providing the services, and supervision protocols for staff engaged in this service. Include a résumé for any advocate being considered for this program.
- 5) Include the signed Schedule A: Proposer Certification on p.10.
- 6) Provide any other information that you feel would distinguish your organization’s approach to the delivery of Non-Residential Domestic Violence Services for families involved with ECDSS Child Protective Services.

Section 2 – Organizational Support and Experience

- 1) Provide a brief history and description of your organization, an organizational chart, and a copy of your organization’s most recent annual financial report.
- 2) Identify your organization’s professional staff member(s) who is authorized to bind the proposal.
- 3) Include a separate envelope or folder which includes a single copy of the most current information, as noted below. *(Note: these materials cannot be returned).*
 - Most recent Audit report prepared by an independent CPA, including agency management letter
 - Listing of Officers and Board of Directors
 - Evidence of current IRS determination as a 501(c)(3) organization

Section 3 – Cost Proposal:

All Proposers must use budget forms provided (Appendix B) and seal in a separate envelope, along with the technical proposal.

Guidelines for Standard Insurance Provisions Required (for Informational Purposes Only)

LAW-1-INS (Rev. 3/12)



County of Erie Standard Insurance Certificate

<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>															
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>															
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<p>GENERAL LIABILITY</p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</p> <p>GENL AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC</p>					<p>EACH OCCURRENCE \$</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL & ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS COMP/OP AGG \$</p>
	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>					<p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>
	<p><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DEDUCTIBLE RETENTION \$</p>					<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N</p> <p>If yes describe under DESCRIPTION OF OPERATIONS below</p>	N/A	<p>DO NOT USE FOR WORKER'S COMP. FORM C-105., U-26.3, SI-12 OR CE-200 REQUIRED</p>			<p>WC STATUTORY LIMITS: <input type="checkbox"/> OTH ER-</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
<p>County of Erie 95 Franklin St Buffalo NY, 14202</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate
 Purchase Order or Contact Number
 Vendor Insurance Classification

RETURN TO: ECDSS SHARON SULLIVAN
95 Franklin St. ROOM 746
Buffalo, NY 14202

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
- XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

**COUNTY, NEW YORK
2014 SOCIAL SERVICES
FUNDING APPLICATION**

**FOR RFP 1412VF
FAMILY/ VIOLENCE ADVOCACY SERVICES**

APPENDIX B – FISCAL

I. GENERAL INFORMATION

a) Legal Name of Organization

b) Other Name (if used)

c) Address of Organization

(STREET)

(STATE/ZIP)

d) Contact Person/Address

(NAME/TITLE)

(STREET)

(STATE/ZIP)

Phone Number _____

II. FINANCIAL INFORMATION

a) Payee Name of Organization (if different than Legal Name)

b) Financial Contact Person

(NAME/TITLE)

(STREET)

(STATE/ZIP)

c) Organization's Fiscal Year

_____/_____
(START DATE) (END DATE)

d) Federal Employee Identification Number

e) Not-For-Profit Number

f) Amount of Funding Request to ECDSS
for this **proposed** contract:

\$ _____

g) FY of Request

_____/_____
(START DATE) (END DATE)

III. SUPPLEMENTARY APPLICATION INFORMATION

Provide a separate envelope or folder which includes one copy of the most current information as noted below. These materials cannot be returned.

Most recent Audit report prepared by an independent CPA

Most recent Management Letter

Listing of Officers and Board of Directors

Not-For-Profit Documentation: Evidence of current IRS determination as a 501(c)(3) organization

IV. CERTIFICATION

The undersigned certifies that he or she is a principal officer of the applicant organization and has knowledge of, and certifies that the information contained herein is complete and accurate.

Furthermore, the undersigned certifies that the applicant sponsored programs, services and activities are available to the general public, advertised as such, and not subject to discrimination based on sex, race, creed, religion or national heritage.

SIGNATURE

DATE

NAME/TITLE

APPENDIX B
PART 1: CASH EXPENDITURES DIRECT PROGRAM COSTS

PROPOSER _____ PERIOD _____

RFP # and NAME _____

This budget is an accounting of cash expenditures only. It must not include any in kind contributions or donations or the cash value thereof; however, cash donations must be included in this cash expenditure budget.

The columns entitled Agency and Cost Center/Program shall be used if the budget is derived from the agency's general budget or from a cost center of which the **proposed** contract is a part.

Cost allocation methodologies for each line item must be included with application.

The component columns shall be used if two or more categories of service with different rates are purchased.

The combined total of Administration and Operational Costs (Section B, line 17 plus Section C, line 16 below) should not exceed 20 percent of the proposed Total Cash Expenditures (Section D) for any ECDSS component.

If there are exceptional circumstances that require the combined total of Administration and Operational Costs to exceed 20 percent of Total Cash Expenditures, this must be clearly identified and explained, and a written request for a waiver from this limit must be submitted as part of the application in an attachment entitled "Administration and Operational Cost Limit Waiver Request and Justification".

	TOTAL AGENCY BUDGET	COST CENTER PROGRAM
A. DIRECT PROGRAM COSTS		
1. Salaries, Wages (From pp. 2)		
2. Social Security (FICA)		
3. Pension / Retirement		
4. Worker's Comp.		
5. State Disability Insurance		
6. Life Insurance		
7. Health Insurance		
8. SUB TOTAL SALARY & FRINGE		
9. Worker Mileage, etc.		
10. Contracted Client Services		
11. Other Direct Program		
12. TOTAL DIRECT PROGRAM COSTS		

NOTE: Should ECDSS contract with the Proposer for this service, all information on the Appendix B Part 1 is to be included in the quarterly 2014 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Identify contractors or consultants in A10 and describe services.
- Item A11, Other Direct Program. Itemize and describe.

APPENDIX B
PART 1: CASH EXPENDITURES DIRECT PROGRAM STAFF SALARIES & WAGES
 (Include all Full and Part-Time Direct Client Service Staff and Supervisors)

POSITION TITLE	NUMBER IN POSITION	ANNUAL SALARY	PROPOSED CONTRACT %
TOTAL # AND SALARIES			

* **NOTE:** Should ECDSS contract with the Proposer for this service, all information contained in this table is to be included on the quarterly personnel report for DSS Preventive Services and all information on the Appendix B Part 1 is to be included in the quarterly 2014 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Narrative must include explanation of any staff increase or reference to such explanation as may be included in the Program Description.
- Any increase in salaries or fringes in excess of COLA must be explained.
- Cost allocation methodology for all direct staff assigned less than 100% of their time is required.

APPENDIX B
PART 1: CASH EXPENDITURES ADMINISTRATIVE COSTS

	TOTAL AGENCY BUDGET	COST CENTER PROGRAM
B. ADMINISTRATION		
1. Salaries, Wages (From pp. 4)		
2. Social Security (FICA)		
3. Pension / Retirement		
4. Worker's Comp.		
5. State Disability Insurance		
6. Life Insurance		
7. Health Insurance		
8. SUB TOTAL SALARY & FRINGE		
9. Staff Development		
10. Publications		
11. Conferences		
12. Research		
13. Public Relations		
14. Audit, Legal, Cons. Fees		
15. Dues, Licenses, Permits		
16. Other Admin. Expense		
17. TOTAL ADMINISTRATIVE COSTS		

NOTE: Should ECDSS contract with the Proposer for this service, all information on the Appendix B Part 1 is to be included in the quarterly 2014 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Describe relevance of Item B11 (conferences) to program objectives.
- Item B16 (other admin. expense) is to include any other administrative costs not accounted for on other lines. Itemize and describe.
- As noted above, cost allocation methodology for all Administration (B) line-item costs is required.

APPENDIX B

PART 1: CASH EXPENDITURES SALARIES & WAGES OF AGENCY ADMINISTRATIVE STAFF

(Include all Proposed Program Full and Part-Time Executive, Administrative Support and Clerical Staff who do not provide Direct Client Service and Service Supervision)

POSITION TITLE	NUMBER	ANNUAL SALARY	CONTRACT %
TOTAL ADMIN. STAFF COSTS			

* **NOTE:** Should ECDSS contract with the Proposer for this service, all information contained in this table is to be included on the quarterly personnel report for DSS Preventive Services and all information on the Appendix B Part 1 is to be included in the quarterly 2014 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Cost allocation for all administrative staff assigned less than 100% of their time is required.

APPENDIX B
PART 1: CASH EXPENDITURES OPERATIONAL COSTS AND TOTAL COSTS

	AGENCY	COST CENTER PROGRAM
C. OPERATIONAL COSTS		
1 Purchased Services (Non-Client)		
2 Property (Lease/Mortgage)		
3 Supplies, Printing		
4 Postage		
5 Equipment		
6 Lease/Rent Equipment		
7 Lease/Rent Vehicles		
8 Purchase, Vehicles		
9 Repairs, Maintenance		
10 Telephone		
11 Other Utilities		
12 Insurance		
13 Interest		
14 Taxes		
15 Other Charges		
16 TOTAL OPERATIONAL COSTS		

D. TOTAL CASH EXPENDITURES (A12 + B17 + C16)		
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NOTE: Should ECDSS contract with the Proposer for this service, all information on the Appendix B Part 1 is to be included in the quarterly 2014 line item budget reconciliation report.

BUDGET NARRATIVE: MANDATORY

- Description of purchased services required. (C1)
- Identification of equipment items purchased over \$250 required. (C5)
- Amortization plan for items costing over \$1000 required. (C6)
- Vehicle purchase/lease (C7 & C8) - Describe the relevance to program objectives of any vehicle purchased or leased that is **proposed** to be charged, in part or in full, to a proposed contract.
- C15 Detail of all other charges must be provided.
- As noted above, cost allocation methodology for all operational line-item costs (c) is required.

APPENDIX B

PART 2: REVENUES

A. In-Kind Donations Specific to this Proposal:

<u>Description of Goods or Services Being Donated</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

A. TOTAL VALUE OF IN-KIND DONATIONS: \$ _____

B. TOTAL VALUE OF CASH DONATED FUNDS: _____

APPENDIX B
PART 3: BUDGET SUMMARY AND RATE CALCULATION

COMPUTATION OF RATE

	TOTAL CONTRACT
A. Total Cash Expenditures (Part I, Section D, pg. 7)	
B. Flex Funds (*NOTE: applies to Traditional and Specialized Preventive Services and may not apply to other services)	
C. Cash Donated Funds (Part 2, Section B, pg. 8)	
D. Amount Payable through this Proposal (A +B - C)	
E. In-Kind Donation (Part 2, Section A, pg. 8)	
F. Total Donated Funds, cash and in-kind (C + E)	
G. Number of Proposed Units of Service for this Program	
H. Hourly Unit of Service Cost (D – B) / G	

NOTE: Donated Funds (F above) represent _____ % of total value of contract.