



**ERIE COUNTY
REQUEST FOR PROPOSAL (RFP)**

TO PROVIDE

FOREIGN LANGUAGE INTERPRETATION SERVICES

RFP # 1313VF

May 1, 2013

**Judith Kolmetz, Assistant Coordinator of Quality Assurance
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP# 1313VF

TO PROVIDE Foreign Language Interpretation Services to Non-English-Speaking Customers of the Erie County Department of Social Services.

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking proposals from qualified not-for-profit agencies interested in providing Foreign Language Interpretation Services to applicants and recipients of assistance and services from the Erie County Department of Social Services. The purpose of this document is to present interested parties with information to prepare and submit a proposal to provide these services.

A maximum award of \$140,000.00 is potentially available for allocation for Foreign Language Interpretation Services for 2014.

Proposers are invited to respond to this request. A bidder’s conference will be held on May 13, 2013 at 95 Franklin Street, room 826, Buffalo, NY from 10:00 am – 10:45 am for interested parties to receive additional clarification about these requested services. It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs. This document will inform the service delivery network of basic requirements that Erie County uses as part of its standard contract process.

All applicants, including those agencies currently under contract with the Erie County Department of Social Services, must participate in this selection process in order to be considered for continued funding.

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

A maximum award of \$140,000.00 is potentially available for allocation for Foreign Language Interpretation Services for 2014.

Proposers are asked to identify their definition of a billable unit of service, as well as the number of units to be provided during the contract period, and the method used to calculate the number of units. ECDSS will only pay for actual services rendered, at the agreed-upon rate, up to the limits of the contract appropriation. The selection committee will make a recommendation to the Commissioner of ECDSS, and in turn this recommendation will be made to the Erie County Executive. All contract appropriations are subject to Legislative approval.

The award period will be for a three year term, subject to annual contract renewal, contingent upon the Proposer's provision of services in a manner that meets the needs of ECDSS and its customers. 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.

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.

The County will look favorably upon proposals which include a provision for donated funds in this RFP. Proposals are required to include a description of the exact in-kind goods or services, and the value of those services, dedicated to the goals and deliverables of the proposal. This may be volunteer time, reduced cost space, allocated overhead not charged, cash received by contractor and applied to program and not channeling through DSS, materials, clothing or other items of value provided by bidding Proposer to client group and program contracted for.

Note: Administrative costs may not exceed 20% of the requested funds, and 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:	May 1, 2013
Bidder's Conference:	May 13, 2013 from 10:00 am to 10:45 am 95 Franklin Street, room 826 Buffalo, NY 14202
Proposals Due :	June 7, 2013 by 4:00 pm
Selection Made:	by the end of August, 2013
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 on pp. 13-15.
2. A cover letter, contact information, and a letter of support signed by the CEO and the Board President must accompany the proposal.
3. 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 12. 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 #8, below.

4. 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 June 7, 2013 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.

5. 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 May 17, 2013. A list of questions and answers will be posted on the County website by May 22, 2013. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
6. 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.
7. 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.
8. 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 #. Specific instructions for the content of the cost proposal are outlined on pp. 13-15. All **Appendix A budget attachments** must be completed and included in the cost proposal.
9. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP (pp. 25-26). This document is for informational purposes only, and is not to be completed by the Proposer during the RFP submission.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

Introduction:

The goal of the Erie County Department of Social Services (ECDSS) is to provide the people of Erie County with a prompt, professional, and accurate assessment of their needs, and the assistance required to meet them. Increasingly, this involves serving a broad range of diverse peoples who come to our county from all parts of the world, many of whom do not speak English. Presently, over forty languages are represented in our client base, many being remote dialects. A growing number of our customers come from South East Asia and Africa. ECDSS relies upon the expertise of professional interpreters and translators to assist its staff in conducting its day-to-day business with this population, ensuring that accurate communication is achieved. Achieving this goal involves oral interpretation, as well as translation of written documents when required to carry out the mission of the Agency.

Purpose:

The purpose of this RFP is to solicit proposals from qualified community agencies that are able to provide professional interpretation/translation services to meet the needs of ECDSS staff and customers.

Population Served:

ECDSS customers are primarily applicants or recipients of Temporary Assistance, the Supplemental Nutrition Assistance Program, Medicaid, the Home Energy Assistance Program, or Services (such as Children's Services, Child Protection, etc.). A growing number of our customers are newly-arrived refugees from Africa, Asia, and the Middle East.

Requirements:

The successful bidder must meet, and describe how they will meet, the following requirements:

1. **Qualified, Professional Interpreters:** interpreters must be competent to communicate effectively in both English and their designated foreign language. This competence must be guaranteed by the agency employing them, and must be verifiable by standards acceptable in the field of interpretation services. This may involve professional certification, but at the very minimum, must involve completion of a comprehensive screening and training program by the employing agency that qualifies interpreters for the job, ensuring their ability and appropriateness for the work involved. Training should include a familiarity with the terms and programs used by ECDSS, and the ability to accurately explain concepts such as Child Support and Day Care, which may be unfamiliar in some cultures.

It is also imperative that the interpreters are culturally-sensitive to the customers, and are able to remain objective and unbiased. Interpreters must not take jobs that involve friends or personal acquaintances.

2. **Interpreters Present On-Site for Face-to-Face Interviews:** While telephonic interpretation is a valuable tool for service delivery, this RFP requires the availability of in-person, face-to-face interpretation within Erie County. Interpreters must have their own transportation, and arrive on-time for appointments. Appointments may take place in County office buildings, private residences, or other locations in the community, such as medical offices, mental health or substance abuse counseling offices, or other social service agencies.
3. **Ability to Handle a Large Volume of Clients:** ECDSS has a large number of clients in need of interpretation services, across program areas. In 2012, over 2,000 customers received interpretation services. The successful proposer will be equipped to accommodate a large number of requests for service, even on the same day and of the same language. ECDSS utilizes a "Language Day" approach, whereby individuals of a certain language are scheduled throughout an entire day (or multiple days). Interpreters will see all the clients scheduled that day, and are paid by the hour, and not by the number of individuals seen.
4. **Broad Range of Available Languages:** the successful proposer must provide interpreters speaking a broad range of languages, particularly those non-traditional languages in current demand: Burmese, Karen, Kareni, Chin, Farsi, Arabic, Somali, Nepalese, and Bhutanese, to name a few.

5. **Document Translation:** the successful bidder will have the capability of translating documents at the request of ECDSS. The proposal must address the rate for translating documents.
6. **Flexibility:** the successful bidder must be able to meet the scheduling needs of ECDSS. Due to the nature of the work done by ECDSS, this may involve after-hours and emergency service with little or no notice. It also involves serving in many different locations- including County office buildings, private homes, and medical or community appointments.
7. **Accountability:** the successful bidder must have the resources in place to keep accurate records of services performed, and to bill the County monthly according to the requirements and limits of the contract.
8. **Reliability:** the successful bidder must be able to assure ECDSS that the services ordered will be delivered as agreed, in a prompt, professional manner. This includes giving ECDSS at least 24 hours advanced notice if an interpreter is not available for a particular job. This will give ECDSS staff time to reschedule the appointment(s).
9. **Conflict Resolution:** Interpreters who fail to report for an appointment, or fail to give 24-hour notice (not counting weekends or holidays) of inability to report, create a considerable inconvenience to both the staff of ECDSS and their customers. Recourse should be available when a scheduled interpreter fails to show for an appointment. Ideally, the successful proposer would respond to the call from ECDSS staff that the interpreter failed to show by sending another out immediately. The successful proposer must address what this recourse will be.
10. **Accessibility:** the successful bidder must be accessible to the staff of ECDSS, so that information can be easily exchanged. This involves access via phone, fax, and email, with timely responses to messages left. Scheduling must be simple and provide means for confirmation that an interpreter has been assigned to the job.
11. **Confidentiality:** the successful bidder must be able to assure ECDSS that any and all information exchanged during interpretation services will remain strictly confidential, in accordance with current state, federal, and local laws and regulations.
12. **Quality Assurance/Improvement:** The successful proposer must have an internal system of performance monitoring to ensure the quality of services being performed. The successful proposer will have a system in place to utilize data collected from this monitoring to improve program delivery methods as needed.

VI. APPLICANT REQUIREMENTS

The successful Proposer will:

- Demonstrate the ability to provide the service, effective 1/1/14
- Be a current 501(c)(3) not-for-profit entity, with the ability to manage funds from a government funding source, maintain billing systems, and achieve all reporting requirements
- Have a 24 hour/7 day a week emergency contact and response capacity
- Maintain regular communication with ECDSS in a timely manner
- Utilize a Quality Improvement Program
- Maintain a skilled and appropriately educated workforce

VII. 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 Erie County, Erie County's elected officials, officers, employees or agents, shall not be binding against Erie County, Erie County 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, the Office of the Erie County Attorney and/or if necessary, the Erie County Fiscal Stability Authority.

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 and 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 provide the requested services;
- 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 an 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.

VIII. 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) (if requested) of individuals involved in providing services.
- The Proposer's experience to perform the proposed services.
- The Proposer's financial ability to provide the services.
- 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 commitment to complete the required ECDSS reports and program outcomes, as well as the required fiscal reports.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer.
- The agency CEO 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.
- The evaluation process is designed to award the Proposer with the best combination of attributes based on the evaluation criteria. A score shall be calculated for each criterion for each proposal. The total of the scores for all criteria in each proposal will be known as the Proposer's final score.

All Proposals will be scored by a review panel of professionals, using the following criteria and possible points:

- | | |
|--|-----------|
| 1. Proposed Service Characteristics: | 30 points |
| 2. Agency Experience and Business Practices: | 50 points |

The Cost Effectiveness/Budget proposal will be scored separately, with a maximum of 20 points, and should be sent in a separate, sealed envelope.

Proposed Service Characteristics

30 Points

- Agency's hours of availability match the needs of ECDSS, including provisions for emergency and after-hours service
- Agency's ability to provide qualified, competent interpreters for face-to-face appointments taking place in ECDSS office buildings, private residences, and in the community by January 1, 2014
- Agency's ability to handle the large volume of requests for assistance, including accommodating the "Language Day" approach utilized by ECDSS
- Agency's ability to accommodate the broad range of languages required by ECDSS
- Agency has a plan for recourse when a scheduled interpreter fails to show for an appointment
- Agency has a system of referrals that is easy to use, and provides ECDSS staff the ability to confirm appointments and contact the agency as needed

Agency's Experience

20 Points

- Agency's past experience in providing this service to citizens of Erie County
- Agency's history of performance in providing this service in large volumes to a social service agency

Agency's Business Practices

30 Points

- Ability to be readily accessible to ECDSS via phone, fax, and email
- Ability to keep accurate records, bill appropriately, and submit required reports in a timely manner
- Agency's policy of maintaining confidentiality of information for DSS clients
- Ability to work effectively with ECDSS and other community resources
- Agency's method for training and screening its staff to ensure their competency
- Agency's internal plan for monitoring performance and improving quality of services

IX. 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 Office of the County Attorney, and/or if necessary, the Erie County Fiscal Stability Authority. 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 for a period commencing January 1, 2014 and terminating December 31, 2014.

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 described in the Vendor Classification “C” (Professional Services) on the *Instructions for County of Erie Standard Insurance Certificate* found on page 26. 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 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.

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.

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 (included on pp. 25-26 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 Name

By:

Name and Title

PROPOSAL FORMAT AND CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP, its cover letter and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. The proposal should include 3 sections. Section 1 and 2 (detailed below) should be submitted in one packet. **Section 3 (Budget/Cost Proposal) should be submitted in a separate, sealed, envelope.**

- A. **Section 1 - Technical Proposal.** This section shall describe the Proposer's approach and plans for accomplishing the work outlined in the Scope of Professional Services Required.
- B. **Section 2 - Organizational Support and Experience.** This section shall contain all pertinent information relating to the Proposer's organization, personnel and experience that would substantiate the Proposer's qualifications and capabilities to perform the services required by the scope of the RFP.
- C. **Section 3- Budget Attachments.** This section shall contain all information related to the project costs.

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

Section 1 – Technical Proposal:

1. Clearly define how the mission of your agency encourages the delivery of quality Foreign Language Interpretation Services, and promotes the objectives of this RFP.
2. Demonstrate how the funding provided to provide Foreign Language Interpretation Services will be used to develop your agency's organizational capacity. Organizational capacity refers to the ability of the Proposer and its staff to maintain a successful operation consistent with the outcomes of this RFP.
3. Clearly identify the staff associated with the project: job titles, the number of staff in each title, education, training, and experience requirements established by the Proposer for each position title, each staff person's role in providing services, and supervision protocols. Describe how language proficiency (in both the foreign language and English) is determined.
4. Describe your agency's ability to implement and staff the program in a timely manner, including provision of services, effective January 1, 2014.
5. Provide an overview of your agency's service delivery plan, including but not limited to:
 - geographic areas to be served
 - method by which interpreters are assigned
 - days and hours of service availability, including provision of emergency and after-hours referrals
 - ways in which confidentiality will be ensured
 - range of languages available
 - referral system and means of confirming assignment of an interpreter
 - accessibility and responsiveness to staff of ECDSS
 - recourse when an interpreter fails to report for a scheduled appointment

6. Describe your agency's capacity for service and the ability to handle the volume of referrals generated by ECDSS.
7. Describe how the agency will implement a plan for quality improvement. Each Proposer must address how poor performance will be addressed when requested by ECDSS or when the outcomes of the program fail to be achieved.
8. Provide any other information that you feel would distinguish your organization's approach to the delivery of Foreign Language Interpretation Services.
9. Include the signed **Schedule A Proposer Certification** (page 12).

Section 2 - Organizational Support and Experience:

1. A brief history and description of your organization. Provide a copy of your organization's most recent annual financial report.
2. Identify your organization's professional staff members who would be directly involved in Service delivery, and the experience each possesses.
3. Provide resumes for all administrators and program supervisors. Resumes for interpretation staff are not necessary at this time, but must be provided upon request.
4. Give the name and title of person(s) authorized to bind the Proposer, the main office address, and the telephone number (including area code).
5. Identify the period of time your organization has been providing services and programs in the community, and the date your organization was established as a 501(c)(3) not-for-profit entity.
6. Provide a copy of your Program's organizational chart.
7. List your agency's Federal Employee Identification Number, and your 501(c)(3) number.
8. Provide any additional information that would distinguish your organization in its service to Erie County.

Section 3- Budget/Cost Proposal: all Proposers must use forms provided and **submit in a separate, sealed envelope.**

1. The amount of funding requested from ECDSS for this proposed contract.
2. Your agency's definition of billable units of service, the number of units to be provided during the contract period, and the method used to calculate the number of units.
3. Provide a line item budget for your proposed program, clearly distinguishing administrative costs from direct service program costs. Include a description of in-kind goods or services dedicated to the goals and deliverables.

Budget forms are provided in this RFP as **Appendix A.**

Administrative:

1. Designate all involved personnel costs, both direct service and administrative full-time equivalency (FTE's) and fringe benefit rates.
2. Provide specific administrative salaries being proposed for allocation to this service.
3. Designate all OTPS (other than personal services) costs, travel, supplies, insurance, and other essential program costs.
4. Administrative costs may not exceed 20% of the requested funds for 2014. 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.
5. Provide a budget narrative that provides the basis for your budget.
6. 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
- Most recent management letter
- Listing of Officers and Board of Directors
- Evidence of current IRS determination as a 501 (c) (3) organization

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

FOR RFP # AND NAME:

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 2013 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 2013 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 2013 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 2013 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)		

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 2013 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.

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of 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.