ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)
TO PROVIDE
INTERPRETATION SERVICES
TO THE
DEAF AND HARD-OF HEARING

RFP # 1617VF

April 22, 2016

Judith Kolmetz, 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") # 1617VF

TO PROVIDE INTERPRETATION SERVICES TO THE DEAF AND HARD-OF HEARING

I. INTRODUCTION

The County of Erie, New York (the "County") is currently seeking proposals from qualified agencies ("Proposer") interested in providing interpretation services to deaf and hard of hearing customers of the Erie County Department of Social Services. 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

A total of **$30,600** is potentially available for the requested interpretation services for 2017. NOTE: Funding may be adjusted based on estimates of future need by year-end 2016.

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 2017.

Note: By Executive Order from the NYS Governor and the Erie County Executive, administrative costs may not exceed 15% of the requested funds. 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:	4/22/16	
Bidder's Conference:	5/5/16	from 10:30 am to 11:00 am

95 Franklin Street, room 805

Buffalo, NY 14202

Proposals Due:	5/27/16
Selection Made:	June 2016
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.

2. One (1) original and one PDF copy of the Technical Proposal and Organizational Support and Experience sections shall be submitted. Proposals MUST be signed using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.

3. All Proposers submitting proposals must include one (1) original and one PDF copy of the Budget/Cost Proposal packet, separate from the Technical Proposal and Organizational Support and Experience sections. All Appendix B budget attachments must be completed and included in the cost proposal.

4. Submission of the proposals shall be directed to:

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

   All proposals must be delivered to the above office on or before 5/27/2016 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 5/4/16. A list of questions and answers will be posted on the County website by 5/9/16. 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. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.

9. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's

compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

10. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.
11. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.
12. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
13. All proposers must provide a list of at least 3 references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered.
14. All proposers must provide a list of all prime contractors and subcontractors that their agency does business with.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. 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. ECDSS relies upon the expertise of professional interpreters to assist its staff in conducting its day-to-day business with individuals and families who may be deaf or hard of hearing, ensuring that accurate communication is achieved.

B. Program Information:

Target Population:

This service will target any individual who is applying for or receiving any service from ECDSS. Services include but are not limited to child welfare services, adult protective services, family independence programs (Temporary Assistance, SNAP, Medicaid, HEAP, and Employment Services) or legal services.

Project Description:

Interpretive Services for the Deaf or Hard of Hearing needed within Erie County include, but are not limited to:

- Provision of interpretive services to individuals applying for or receiving any service within ECDSS,
- Ability to provide the service at any ECDSS location, as determined by the referring worker,
- Ability to provide the service at appropriate sites other than ECDSS, including a client's residence, medical facility, counseling program, court, etc.,
- Ability to provide the service at times other than regular working hours,
- Provision of emergency interpretive services to individuals at a day and time to be determined by the referring worker (may necessitate same day service), and

- Adherence to HIPPA confidentiality requirements, including signing the HIPPA Confidentiality Agreement

C. Projected Outcomes:

A successful outcome for interpretation services is achieved when an interpreter arrives to an appointment on-time, and provides professional interpretation services such that the ECDSS worker and customer are able to accurately communicate with each other and conduct their business as seamlessly as possible.

D. Agency Experience and Qualifications:

The successful Proposer will:

- Demonstrate the ability to provide the service, effective 1/1/17
- 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

In addition, 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 American Sign 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.

   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**: 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. **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.

4. **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.

5. **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).

6. **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.

7. **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.

8. **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.

9. **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. 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 award period will be for a one-year term, with the option to renew for two additional one-year terms, subject to annual contract renewal, contingent upon the Proposer's successful implementation of the program, data collection, monitoring, goal attainment, and compliance with required reporting. 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.

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.

PROPOSAL CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. Your proposal should include 2 sections (A & B) and should be submitted in separate envelopes.

A: TECHNICAL AND ORGANIZATION

Technical Proposal: This section shall describe the approach and plans for accomplishing the work outlined in the Scope of The Service section. All proposals must be **limited to fifteen pages**.

1. RFP Coversheet
2. Clearly define how the mission of your agency encourages the delivery of the proposed services.
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, number of staff in each title, education, training, and experience requirements for each position title. Specify their role in providing the services and supervision protocols.
5. Describe your agency's ability to implement and staff the program in a timely manner, including provision of services, effective January 1, 2017.
6. Provide an overview of the service delivery plan, including but not limited to:
   - target population and geographic areas to be served
   - specialized services and resources
   - plans to meet the needs outlined in the RFP
   - days and hours of service availability
   - time frames for intake and engagement
   - termination protocols
   - capacity for service
   - accommodation of those with special needs, including language translation and cultural differences
   - location(s) of service
7. Describe your proposed approach to program evaluation and reporting to ECDSS. Clearly define how this project will meet the performance targets associated with this RFP, including follow-up, as well as how you will monitor compliance, outcome based performance and implement a plan for quality improvement. Specify how poor performance will be addressed when requested by ECDSS or when the outcomes of the program fail to be achieved.
8. Describe how your agency monitors and verifies the accuracy and sufficiency of its billing system to assure all claims made are proper and that adjustment is sought when issues are identified.
9. Provide any other information that you feel would distinguish your organization's approach to the delivery of the requested services, including any prior experiences and successes.
10. Include the signed **Schedule A Proposer Certification**.
11. Include the signed **Erie County Equal Pay Certification** form.

Organizational Support and Experience: This section shall contain all pertinent information relating to your organization, personnel and experience that would substantiate your qualifications and capabilities to perform the services required by the scope of the RFP.

1. A brief history and description of your organization. Provide a copy of your organization's most recent organizational chart.

2. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).
3. Provide resumes for all program staff, including administrators, program supervisors, direct service staff and aides.
4. If applicable, period of time your organization has been providing services/ programs in the County community.
5. Provide references or letters of testimony from other agencies for whom you have provided this or a similar service, with contact information.
6. Provide any additional information that would distinguish your organization in its service to Erie County.

B: BUDGET/COST PROPOSAL

This section shall contain all information related to the project costs. All Proposers must use forms provided and **submit in a separate envelope.**

1. All Budget forms in this RFP.
    a. The amount of funding requested from ECDSS for this proposed service.
    b. The proposed number of service units. For this service, the billable unit of service is defined as one hour of interpretation services. Please provide a schedule of rates for 2017, including exceptional rates for emergency service (less than 24 hours' notice), after-hours service (evenings and weekends), and any other exceptional rate.
    c. A clear distinction of administrative costs from direct service program costs. Include a description of in-kind goods or services dedicated to the goals and deliverables.[1]
    d. A rate sheet that outlines cost per instance of service provision, including premium rates, after-hours rates, etc.

2. 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, if applicable

[1] Administrative overhead may not exceed 15% of the total annual budget. Agencies that offer administrative overhead at a lower rate will have their proposals scored accordingly based on the criteria used above for awarding these contracts.

ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES RFP COVERSHEET
RFP#1617VF: Interpretation Services to the Deaf and Hard of Hearing

Name of Organization:	
Organizational Mailing Address:	
Executive Director:	
Executive Director's Phone Number:	
Executive Director's Email:	
Agency Contact Person:	
Contact Person's Phone Number:	
Contact Person's Email:	
Agency Website:	
Federal Employer ID# (FEIN):	
Is agency debarred/suspended from receiving funds/doing business with the Federal government?	
Please provide DUNS #, if available:	
Is agency a non-profit or unit of government?	
If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such:	
If non-profit, please provide roster of agency's volunteer board:	Please provide attachment
Copy of agency's most recent annual audit:	Please provide attachment
Is agency a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)?	Please provide the Erie County MBE/WBE Certification letter as attachment. If not certified, **please provide attachment AGENCY PERSONNEL DEMOGRAPHIC SURVEY FORM.**
Is agency a Veteran-Owned Business?	Please provide the letter indicating their company is 51% or more veteran-owned as attachment
Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal:	
List of all prime and subcontractors that your agency does business with:	Please provide attachment if more space needed
Unit of Service for this proposal (eg: hour):	
Cost per unit of service for this proposal:	

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. [ ] 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

(For Informational Purposes Only)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

_____
Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:
A)
_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20__
_____

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

County of Erie Standard Insurance Certificate

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.

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).

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext)	FAX A/C No:
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	☐						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐							
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			DO NOT USE FOR WORKER'S COMP.			• WC STATU TORY LIMITS- ☐ OTH ER-	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N ☐	N/A		FORM C-105., U-26.3, SI-12			E.L. EACH ACCIDENT	$
	If yes describe under DESCRIPTION OF OPERATIONS below			OR CE-200 REQUIRED			E.L. DISEASE - EA EMPLOYEE	$
							E.L.DISEASE - POLICY LIMIT	$

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

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

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	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
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.

AGENCY PERSONNEL DEMOGRAPHIC SURVEY FORM - RFP

INSTRUCTIONS: Please complete this form and return it with your RFP submission. Erie County is mandated by state and local regulation to collect this information to ensure fair hiring practices. An agency's diversity is a factor that is considered in the RFP review process.

AGENCY NAME: _____ **PHONE #:** _____ **DATE:** _____

AGENCY ADDRESS: _____

PERSON COMPLETING: Name: _____ **Title:** _____

1. **How many people work for your agency ?**_____

PLEASE BREAK DOWN YOUR ANSWER BY DEMOGRAPHIC GROUP:

DEMOGRAPHIC GROUP	NUMBER of STAFF in Demographic Group
White	
African-American	
Hispanic	
Asian-American	
Native American	
Race- OTHER	
Race- UNKNOWN	
TOTAL:	(Sum of above)

PLEASE BREAK DOWN YOUR ANSWER TO BY SEX:

DEMOGRAPHIC GROUP	NUMBER of Staff in Demographic Group
Female	
Male	
Identifies as Other	
TOTAL:	(Sum of above)

2. **How many VETERANS are included in the number of staff?** _____