



**ORANGE COUNTY, NEW YORK**

Department of Social Services  
11 Quarry Road, Box Z  
Goshen, New York 10924

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**RFP TITLE: SPANISH LANGUAGE INTERPRETER AND TRANSLATOR**

**RFP-OCDSS-SPAN20**

# **SPANISH LANGUAGE INTERPRETER AND TRANSLATOR**



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**NOTICE TO OFFERORS**

Proposals for the County of Orange **RFP-OCDSS-SPAN20 Spanish Language Interpreter and Translator** will be received by the undersigned Deputy Commissioner of the Department of Social Services, in her office at 11 Quarry Road, Box Z, Goshen, New York 10924, **on a rolling basis to fulfill the needs of the County.**

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

April \_\_, 2020

Irene E. Kurlander, Deputy Commissioner  
Department of Social Services



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**INSTRUCTIONS TO OFFERORS**

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

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

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

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

2.  Applicable  Not Applicable

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

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

4. Unless otherwise specified herein, all Proposals shall be made upon forms furnished in this RFP, if any, and as may be modified by addenda, contained in sealed envelopes clearly marked on the outside packaging with **RFP-OCDSS-SPAN20 Spanish Language Interpreter and Translator** addressed to Irene E. Kurlander, Deputy Commissioner, Department of Social Services, 11 Quarry Road, Box Z, Goshen, New York 10924. If NOT sending your Proposal via U.S. Mail, (i.e., using FedEx, UPS, hand delivery, etc.) please use the following address: Orange County Department of Social Services, 11 Quarry Road, Box Z, Goshen, New York 10924. **It is the Offeror's**



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**responsibility to clearly mark the outside of their mailing package with the RFP title and number. Faxed / E-mailed Proposals are not permitted.**

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

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

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

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

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

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



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

**INSURANCE REQUIREMENTS**

During the term of the contract, or longer if required, Consultant shall maintain, at its expense, Worker's Compensation, Disability and liability insurance policies of the types and minimum coverages specified in the enclosed contract template (e.g., Consultant Services Agreement), as applicable. Certificates of insurance evidencing Consultant's compliance with these requirements shall be required prior to execution of the contract by the County. Award is conditional upon submission of insurance documents within the time specified in the Notice



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of Award. Failure to do so may result in disqualification of the Offeror as non-responsive and/or the County's retention of any Bid Security.

**BONDING REQUIREMENTS**

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

**PURCHASES BY OTHER LOCAL GOVERNMENTS AND DISTRICTS**

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

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



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**SCOPE**

1. The County of Orange ("County"), by and through its Department of Social Services ("OCDSS") is seeking proposals from qualified, experienced individuals and/or entities (hereinafter referred to collectively as "Offerors" and individually as "Offeror") to provide Spanish language translation and interpretation services as more fully described in the Specifications portion of this Request for Proposals (hereinafter referred to as "RFP").
2. The County anticipates awarding more than one (1) contract pursuant to this RFP.

**SPECIFICATIONS**

1. Required Qualifications: Each Offeror responding to this RFP thereby confirms affirmatively to the County that he/she or, if an entity, that any individual who will provide services on Offeror's behalf, possesses all qualifications required by applicable laws, rules, and regulations, all as may be subsequently amended, to perform the services specified in this RFP including, without limitation, those listed below. Verification of same must be provided with the proposal submitted in response to this RFP **and**, if awarded a contract under this RFP, periodically during the term thereof. The required qualifications are as follows:

- (a) High school diploma or equivalent;
- (b) Proficiency in English and Spanish languages with effective writing skills in both languages;
- (c) Minimum of one (1) year experience in interpreting **and** translating in a child welfare environment;
- (d) Valid Driver's license and a reliable, working vehicle;
- (e) Residence within a fifty (50) mile radius of Goshen, New York and the ability to drive to any location within Orange County, New York;
- (f) Ability to successfully pass a New York State Central Registry of Child Abuse and Maltreatment ("SCR") clearance, be free of any indicated Child Protective Services ("CPS") reports, agree to be fingerprinted, and successfully pass a criminal background check;
- (g) Ability to convert complex concepts in the presented language (Spanish or English) to equivalent concepts in the receiving language (English or Spanish), relay demeanor and tone, and render spoken ideas accurately, quickly, and clearly; and
- (h) Sound professional judgment.

2. Services: Each Offeror awarded a contract under this RFP (hereinafter referred to as "Consultant") must perform the following services (hereinafter collectively referred to as "Services"):

- (a) Receive requests from OCDSS children's or adult services caseworkers, on-call caseworkers, contracted on-call caseworkers (hereinafter collectively referred to as "Caseworkers"), and/or OCDSS supervisors and administrators to interpret and/or translate from Spanish language to English language, or





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from English language to Spanish language, for Spanish speaking clients of OCDSS (including both adults and children);

(b) Accompany Caseworkers on home/office/field visits to any location within Orange County to provide necessary interpretation and translation services;

(c) Provide communication, oral and/or written, through the simultaneous or consecutive interpretation or translation of conversations, written materials, and/or telephone calls; and

(d) Testify in Family Court, New York State (“NYS”) Supreme Court, or Justice Court, as required.

3. Availability: Consultant must have a wide range of availability to conduct home/office/field visits with Caseworkers during OCDSS business hours and afterhours when OCDSS is closed for business. For purposes of this RFP, the terms “Normal Business Hours” and “Afterhours” are defined as follows:

(a) Normal Business Hours means Monday through Friday, from 9:00 AM, EST to 5:00 PM, EST; and

(b) Afterhours means any time that is outside of Normal Business Hours and includes the following:

(i) Monday through Thursday, from 5:00 PM to 9:00 AM, EST;

(ii) Friday from 5:00 PM to Monday at 9:00 AM, EST; and

(iii) Each official County holiday as specified in **Exhibit A** to this RFP, specifically from 5:00 PM, EST on the business day immediately preceding the holiday to 9:00 AM on the first business day immediately following the holiday except for the half-days before Christmas Day and New Year’s Day when business hours end at 1:00 PM, EST.

4. Compliance.

(a) Consultant, and its personnel and sub-contractors, if any, must fully comply and perform all Services in accordance with the requirements of all applicable New York State and federal laws, regulations, standards, and guidelines including, without limitation, Article 15 of New York Executive Law (Human Rights Law), New York Civil Rights Law, and federal Civil Rights Act of 1964, each as may be amended from time to time, and the terms and conditions of which are incorporated herein by reference.

(b) Pursuant to 18 NYCRR Part 358, as may be amended for time to time, OCDSS will notify eligible applicants for, or recipients of Services of their right to a fair hearing to appeal the denial, reduction, or termination of Services, or the failure to act upon an application within the appropriate timeframes. OCDSS will also inform applicants for, or recipients of Services how to file a fair hearing request. OCDSS will provide Consultant with copies of the fair hearing decision. Consultant, upon the request of OCDSS, shall participate in fair hearings and any appeals thereof as a witness when necessary for a determination of the issues.

(c) Consultant, and its personnel and sub-contractors, if any, must comply with the requirements of 18 NYCRR Part 357, as may be amended from time to time, pertaining to the safeguarding of information, and the terms and conditions of which are incorporated herein by reference.



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

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

(i) Records containing individually identifiable information of such individuals shall be kept in locked files or in rooms that are locked when the records are not in use with access provided only to those individuals authorized by NYS Health, Education, and Social Service Laws, rules, and regulations, all as may be amended from time to time.

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

(f) Consultant acknowledges and is fully aware of, and agrees to fully inform its personnel and sub-contractors, if any, to whom confidential HIV-related information is disclosed as a necessity for providing such Services and in accordance with 18 NYCRR Part 403 and Section 2782 of New York Public Health Law, each as may be amended from time to time, of the penalties and fines for re-disclosures in violation of New York State Law and regulations. Consultant must ensure that any disclosure of confidential HIV-related information is accompanied by a written statement, as follows:

**NOTICE**

This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

(g) Consultant, and its personnel and sub-contractors, if any, must attend and participate in any and all applicable trainings mandated and/or otherwise required by OCDSS and/or any other governing or regulatory agency.

5. Service Hours/Units and Billing.

(a) Consultant must complete all Services within the timeframes specified by OCDSS. Consultant will



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be contacted by OCDSS to provide Services on an as-needed basis. OCDSS makes no guarantee as to the number of hours of Services that will be required under a contract resulting from this RFP. OCDSS reserves the right to change service locations during the term of a contract resulting from this RFP and on an as-needed basis.

(b) Any cancellation of a pre-scheduled appointment for Services by either Consultant or OCDSS must be done within twenty-four (24) hours prior to start of such scheduled appointment. If the appointment is cancelled with less than twenty-four (24) hours' notice by OCDSS, or the OCDSS client(s) do(es) not show-up for the scheduled appointment, Consultant shall be entitled to bill for one (1) hour at the hourly rate set forth below. In the event of the need for cancellation by Consultant due to illness or an emergency, Consultant must immediately notify the OCDSS employee with whom the appointment was scheduled or the OCDSS-designated supervisor. No payments will be made for appointments cancelled by Consultant.

(c) Compensation will be paid only for Services performed and properly invoiced in accordance with the terms and conditions specified in this RFP and as listed below:

(i) Compensation to Consultant will be based on the rate of Fifty and 00/100 (\$50.00) Dollars per hour.

(ii) Home/office/field visits will be compensated at a minimum of one (1) hour per scheduled appointment for Services. Any subsequent time spent on the same appointment beyond the minimum of one (1) hour block of time will be paid in fifteen (15)-minute increments. For example, if the appointment begins at 10:00 AM and ends at 11:15 AM, Consultant shall be reimbursed for one (1) hour and fifteen (15) minutes, or Sixty-Two and 50/100 (\$62.50) Dollars.

(iii) Phone calls and emails made and received by Consultant related to OCDSS client(s) will be paid in fifteen (15) minute increments.

(iv) If Consultant provides Services to multiple OCDSS clients within the same block of time, Consultant will only be compensated for one (1) block of time. For example, when Consultant has a home visit appointment with an OCDSS client at 10:00 AM, that begins a one (1) hour block of time. If the visit ends at 10:30 AM and Consultant makes several phone calls to other OCDSS clients between 10:30 AM and 11:00 AM, Consultant is still within the original one (1) hour block of time and will be compensated for only one (1) hour. Similarly, when Consultant calls an OCDSS client at 10:00 AM, that begins a fifteen (15) minute block of time. If that phone call lasts five (5) minutes and Consultant places a phone call to a second OCDSS client at 10:05 AM that lasts ten (10) minutes, Consultant is still within the original fifteen (15) minute block of time and will be compensated for only fifteen (15) minutes.

(v) It is the expectation of OCDSS that Consultant will be diligent in scheduling Services in a manner that maximizes the use of time blocks. For example, if Consultant must return three (3) OCDSS client phone calls, the expectation is that Consultant will make the calls during the same time block and not disburse these calls throughout the day. Artificial inflation and/or misuse of time blocks may result in the immediate termination of a Consultant's contract by County, in its sole discretion.



(d) Mileage, Parking, and Tolls – For any travel necessary to perform Services (as determined in the sole discretion of OCDSS), Consultant will be entitled to reimbursement for adequately documented tolls, parking, and mileage at the then-current Internal Revenue Service (IRS) rate paid to County employees. All requests for reimbursement of tolls, parking, and mileage (hereinafter referred to as “Travel Expenses”) must be submitted to the designated OCDSS supervisor or designee using the standardized “Orange County DSS Language Interpretation Services Claiming Sheet” (hereinafter referred to as “Claim Form”) and a copy of which is annexed to this RFP as **Exhibit B**). This Section 5(d) does not apply to reimbursement for Consultant’s expenses to attend mandatory trainings, which is discussed in Section 5(e) below.

(e) Mandatory Trainings – For fully documented and verifiable time spent attending OCDSS mandatory trainings, Consultant will be entitled to reimbursement in fifteen (15) minute increments based upon an hourly rate of Fifty and 00/100 (\$50.00) Dollars. So, if Consultant spends forty-five (45) minutes in attendance at a mandatory training, Consultant will be entitled to receive reimbursement in the amount of Thirty-Seven and 50/100 (\$37.50) Dollars. Please note that Consultant will not receive reimbursement for any time spent traveling to, and from such training. Any mileage, tolls, parking, and meal costs (if food is not provided at the training incurred by Consultant to attend a mandatory training will be reimbursed per County policy if each such expense is adequately documented and submitted to the designated OCDSS supervisor or designee. Hotel costs, if the training location is more than sixty (60) miles from Goshen, New York, will be reimbursed at the then-current government employee approved rate incurred at any hotel designated by the agency providing the training and preapproved by OCDSS. All requests for reimbursement for time spent in attendance at and expenses associated with mandatory trainings as noted in this Section 5(e) (hereinafter collectively referred to as “Training Expenses”) must be submitted to the designated OCDSS supervisor or designee using the Claim Form.

(f) Consultant must use the Claim Form to request compensation for Services performed and reimbursement of any Travel Expenses and/or Training Expenses, if any, incurred on a monthly basis. Consultant must submit the Claim Form and all required substantiating documentation to the designated OCDSS supervisor or designee by the close of business (i.e. 5:00 PM, EST) on the tenth (10<sup>th</sup>) day of the month immediately following the month in which the Services were performed and Travel Expenses and/or Training Expenses, if any, incurred.

6. This RFP will be annexed to and made part of each contract awarded hereunder.

**TERM**

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

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



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be for a period of up to three (3) months in lieu of the up to two (2)-month period under the same terms and conditions as set forth in the initial contract.

**PRICING**

1. Hourly Rate.

(a) The hourly rate to be paid in exchange for the satisfactory performance of Services by Consultant is set forth in Section 5(c)(i) of the Specifications portion of this RFP. Consultant will be compensated as described in Section 5(c)(ii) – (iv) of the Specifications portion of this RFP.

(b) Following the expiration of the Initial Term or any Renewal Term, as applicable, County may, in its sole discretion, choose to increase the hourly rate to be paid in exchange for the satisfactory performance of Services by Consultant. In the event County decides, in its sole discretion, to increase the hourly rate, such increase will apply to each Consultant whose contract is renewed and extended by County as set forth in the Term portion of this RFP, equally. The hourly rate for any Renewal Term shall be the same as the compensation rate from the immediately prior Initial or Renewal Term, as applicable, unless County increases the rate in its sole discretion as set forth in this Section 1(b).

2. Travel Expenses and Training Expenses. Reimbursement for Travel Expenses and/or Training Expenses is available to Consultant as set forth in Section 5(d) and (e) of the Specifications portion of this RFP.

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

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

**PAYMENT**

1. Consultant must use the required Claim Form to request compensation for Services performed and reimbursement of Travel Expenses and/or Training Expenses, if any, incurred on a monthly basis.



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2. Consultant must submit the Claim Form to the designated OCDSS program supervisor or designee by the close of business (i.e. 5:00 PM, EST) on the tenth (10<sup>th</sup>) day of the month immediately following the month in which the Services were performed. Payment for Services will be made within sixty (60) days of receipt of an adequate and verified Claim Form, detailing the Services performed and the hours actually spent performing such Services.
3. All requests for reimbursement of Travel Expenses and/or Training Expenses incurred, as discussed in Section 5(d) and (e) of the Specifications portion of this RFP, respectively, must be made using the Claim Form and be fully substantiated by adequate and appropriate written documentation. All such requests must be submitted to the designated OCDSS program supervisor or designee by the close of business (i.e. 5:00 PM, EST) on the tenth (10<sup>th</sup>) day of the month immediately following the month in which the Travel Expenses and/or Training Expenses were incurred by Consultant. Reimbursement for such Travel Expenses and/or Training Expenses will be made within sixty (60) days of receipt of an adequate and verified request for same.

**SUBMISSION OF PROPOSALS**

1. Unless otherwise noted below, one (1) signed original (as applicable to the document type) and the number of copies specified in Item #5 of the Instructions to Offerors, of each of the following items must be submitted in your proposal package- **It is NOT necessary to include a copy of the entire RFP in your proposal package only the items required below.**
2. Completed and signed Proposal Form must be used as the cover page of each proposal submitted.
3. Each proposal submitted in response to this RFP must consist of one (1) volume which will be subdivided into five (5) easily identifiable sections as follows:
  - (a) **Section 1 – Required Qualifications.** If an individual, provide a copy of your resume/C.V. and copies of all licenses, certifications, and documentation necessary to verify that you satisfy each of the required qualifications set forth in Section 1(a)–(h) of the Specifications portion of this RFP. If an entity, provide a brief history of your organization’s experience in providing the Services sought under this RFP, and include copies of resumes/C.V.s, and copies of all licenses, certifications, and documentation necessary to verify that each individual who will be performing the Services on your behalf satisfies each of the required qualifications set forth in Section 1(a)–(h) of the Specifications portion of this RFP and identify proposed staffing.
  - (b) **Section 2 – Knowledge, Skills, and Abilities.** Provide a detailed statement verifying that you or, if an entity, the individuals who will performing Services on your behalf, possess the knowledge, skills, and abilities necessary to provide the Services set forth in Section 2(a)–(d) of the Specifications portion of this RFP, and outline your or your entity’s experience in providing such Services.
  - (c) **Section 3 – Availability.** Outline your or your entity’s availability to provide the Services sought in this RFP for OCDSS. Specifically, include the days of the week and the hours of the day/night that you or your entity can be contacted to provide the Services.
  - (d) **Section 4 – References.** Provide contact information (entity name, contact person name, address telephone number and email address) for at least three (3) professional references that are familiar with



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your or your entity's provision of the Services specified in this RFP or services that are substantially similar to such Services. References from New York State governmental entities are preferable, but not required.

(e) Section 5 – Required Forms and Additional information (if applicable):

- (i) Signed Non-Collusion Certification;
- (ii) Signed Iran Divestment Act Certification;
- (iii) Completed and signed Disclosure of Non-Responsibility Determination (copy of instruction page not required);
- (iv) Certificate of Authority/Incorporation/Partnership/ dba, etc., as applicable to your business entity, if you are an entity;
- (v) Supplier Forms (if not already a current Orange County awarded vendor);
- (vi) All Pay-to-Play Forms should be submitted with your proposal and will be required if you are awarded a contract. The Pay-to-Play Forms are required from the Consultant (unless exempted by the law) prior to execution of a contract by the County (**please note** - due to an exemption in the Pay-to-Play Law, Government Entities and School Districts do not need to complete Pay-to-Play forms); and
- (vii) Information or other materials to be included, only as requested in the Specifications portion of this RFP.

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

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

**ADDITIONAL INFORMATION, INTERVIEWS & SITE VISITS**

County may require any or all Offerors to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Offeror will have available for the performance of a contract resulting from this RFP. County reserves the right to interview, any or all Offerors and/or visit any or all Offeror's sites during the evaluation of proposals. If applicable, the County shall contact Offerors to arrange an interview (which County may require to be held at the Department of General Services) and/or a site visit of Offeror's facilities at any time during the evaluation process. Offerors are reminded to include their best



technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final offer. County may award a contract without interviews and/or site visits for any or all Offerors, if deemed to be within the best interests of County.

**BASIS OF AWARD**

1. Contract award(s) under this RFP may be made, at County’s discretion, to the Offeror(s) with proposal score(s) of at least forty (40) based on the total points as calculated below, with consideration given to coverage needs and priorities for Services throughout Orange County, and meeting criteria outlined in the Specifications portion of this RFP.

2. Offerors are advised that the selection of a proposal for a contract award may be made after evaluation of the proposals received in response to this RFP by an evaluation committee (“Evaluation Committee”). The Evaluation Committee will consist of representatives for OCDSS and /or representatives from other County departments as deemed appropriate.

3. The evaluation process is designed to award a contract to the Offeror(s) with the best combination of attributes based upon 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 Offeror(s) final score.

4. The award of a contract, if any, will be made to the responsible Offeror(s), whose proposal(s) is/are determined to be in the best interest of County and in accordance with New York General Municipal Law § 104-b, taking into consideration the following criteria:

Item	Criteria	Point Value
A	Qualifications	0–20
B	Knowledge, Skills, Abilities	0–20
C	Availability	0–20
D	References	0–20
<b>MAXIMUM POINTS AVAILABLE</b>		<b>80</b>

5. Each proposal will be scored against each criterion above using the rating scale below, in accordance with the weight given to the applicable point range for that criterion. For Items A through D above, proposals will be scored on a range between zero (0) and twenty (20), in accordance with the following table:

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





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6. If the Evaluation Committee determines, in its sole discretion, that interviews are in the best interest of County, responsive proposals will be reviewed and scored as described above in a preliminary round to aid in determining whether all Offerors, or just those with top scoring proposals, will be interviewed. If interviews are held, the same review and scoring process described above will be repeated for those Offerors interviewed, and any contract award(s) made will be based on that secondary scoring round.

7. The submission of a proposal implies an Offeror's acceptance of the evaluation criteria and acknowledgment that subjective judgments must be made by the Evaluation Committee. Award of any contract(s) shall be made to the responsible Offeror(s), whose proposal(s) is(are) determined to be in the best interest of County.

8. County anticipates awarding more than one (1) contract pursuant to this RFP.



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**PROPOSAL FORM**

INDIVIDUAL/BUSINESS NAME: \_\_\_\_\_

INDIVIDUAL/BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME, TITLE, TELEPHONE, FAX AND EMAIL OF CONTACT PERSON: \_\_\_\_\_  
\_\_\_\_\_

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

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

The undersigned proposes to furnish and deliver the services described in **RFP-OCDSS-SPAN20 Spanish Language Interpreter and Translator** and its responding proposal to the County of Orange, at the rates stated in the RFP. The individual submitting this proposal on his/her own behalf or on behalf of the business entity noted above, certifies by his/her signature below that:

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

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
DUNS Number, if applicable

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

Addendum # \_\_\_ - Received \_\_\_\_\_, 20\_\_\_ Initialed by person signing above \_\_\_\_\_

Addendum # \_\_\_ - Received \_\_\_\_\_, 20\_\_\_ Initialed by person signing above \_\_\_\_\_

Addendum # \_\_\_ - Received \_\_\_\_\_, 20\_\_\_ Initialed by person signing above \_\_\_\_\_



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**QUESTIONS**

**ALL QUESTIONS REGARDING THIS RFP MUST BE ON THIS FORM** and either faxed to the Department of Social Services at (845) 291-4201 or emailed to [JKurlander@orangecountygov.com](mailto:JKurlander@orangecountygov.com) with questions typed in the body of the email, and with the subject line "RFP Questions", by the time and date specified in the Instructions to Offerors. **Questions will be answered in an Addendum/Addenda to be shared with all interested Offerors. Questions will not be responded to individually.**

Business Name \_\_\_\_\_

Business Email: \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Date \_\_\_\_\_

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**NON-COLLUSION CERTIFICATION**

(a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition."

(b) A Bid shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1) of this certification.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subparagraph (a)(1) of this certification, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the this NonCollusion Certification as the act and deed of the corporation or other business entity submitting the Bid.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAMES

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE



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**IRAN DIVESTMENT ACT CERTIFICATION**

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

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

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

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE



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**INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

**Background:**

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

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

**Instructions:**

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

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



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**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

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

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

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

**If Yes, please answer the next questions:**

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

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

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

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

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

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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

By: \_\_\_\_\_

Signature

Date: \_\_\_\_\_



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**INFORMATION SHEET**

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

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Business type (Sole Proprietorship, Corporation, LLC, etc.) \_\_\_\_\_

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

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

\_\_\_\_\_

How many individuals does this business employ? \_\_\_\_\_

Have you conducted business with the County before?    Yes    No

How did you discover this Proposal opportunity? \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_





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**NON-OFFEROR'S RESPONSE**

INDIVIDUAL/BUSINESS NAME: \_\_\_\_\_

For the purpose of facilitating your firm's response to our Request for Proposals, the County of Orange is interested in ascertaining reasons for prospective Offerors' failure to respond to Requests for Proposals. If your firm is not responding to this Proposal, please indicate the reason(s) by checking any appropriate item(s) below and faxing it to the Department of Social Services at (845) 291-4201 or mailing it to the above address.

We are **not** responding to this RFP for the following reason(s):

- We do not offer this product or service.
- We are unable to meet specifications.
- Specifications not clearly understood or applicable (please note in "Other reason(s)" below if too vague, too rigid, etc.).
- We are unable to meet your bond requirements.
- Insufficient time allowed for preparation of Proposal.
- Incorrect address used or our branch/division does not handle this type of Proposal. Correct name and mailing address is:

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Other reason(s): \_\_\_\_\_

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