

REQUEST FOR PROPOSALS (“RFP”)

FOR

YOUTHBUILD

ISSUE DATE: May 6, 2015

DUE DATE: May 29, 2015 at 12:00 P.M.

ISSUED BY

Westchester County
Department of Social Services
Office of Workforce Investment
120 Bloomingdale Road, 2nd Floor
White Plains, New York 10605

ON BEHALF OF

Westchester/Putnam Local Workforce Investment Board (WPWIB)
120 Bloomingdale Road
White Plains, New York 10605

David Singer, Chair, Westchester/Putnam Workforce Investment Board
Kevin McGuire, Commissioner, Westchester County Department of Social Services
Philippe Gille, Deputy Commissioner, Westchester County Department of Social Services
Donnovan Beckford, Director, Westchester County Department of Social Services, Office
of Workforce Investment

ROBERT P. ASTORINO
WESTCHESTER COUNTY EXECUTIVE

MARY ELLEN ODELL
PUTNAM COUNTY EXECUTIVE

I. PROPOSAL INFORMATION

The County of Westchester through its Department of Social Services (the “Department”) is applying to the United States Dept. of Labor to provide funding through the YouthBuild program. Funding Opportunity Number: FOA-ETA-15-05 CFDA Number: 17.274 This Request for Proposal is contingent upon being awarded funding from the US Department of Labor upon receipt and review of our application to operate a YouthBuild program. The County is required by federal procurement rules to competitively identify service providers for this program. Successful respondents will provide the following services:

- 1) Case management that shall include a mental toughness orientation program, educational assessment, career preparation, life skills, counseling and leadership development; in addition to establishing a graduate follow up services for program completers.
- 2) Educational training that shall include providing program participants with the opportunity to obtain a high school diploma or New York State equivalency in addition to improving one’s basic skills to enable them to advance into higher educational opportunities;
- 3) Construction skills training to include providing the program youth participants with on-the-job construction services experience in addition to having the opportunity to obtain other vocational/occupational training.

The Department shall have the right to select up to three (3) qualified vendors to provide a coordination of all three (3) aforementioned services, with one selected qualified vendor to solely and exclusively provide all three (3) aforementioned services within the City of Mount Vernon, another to provide all three aforementioned services within the City of Yonkers and the third to solely and exclusively provide all three (3) aforementioned services within the City of Peekskill.

When awarded, approximately \$990,000 of United States Department of Labor funds will be available to youth providers to administer a YouthBuild program under this RFP.

Copies of this Request for Proposals (“RFP”) may be downloaded from the County of Westchester (the “County”) website for RFPs: <http://www.westchestergov.com/rfp> under YouthBuild and the Westchester One Stop Employment Center website at www.westchesterputnamonestop.com.

A. PROCUREMENT SCHEDULE

Issue Date: May 6, 2015
Informational Session: May 11, 2015 at 3PM
One Stop Employment Center
120 Bloomingdale Road, 2nd Fl. Conference Room E
Due Date: May 29, 2015 at 12:00 p.m.

B. PROPOSAL SUBMISSION

Each proposer must hand deliver One (1) original and four (4) copies of its proposal to:

Ali Tarchoun
Westchester/Putnam Local Workforce Investment Board
120 Bloomingdale Road
White Plains, New York 10605

and the proposal must be in a sealed envelope clearly marked: "Proposal – YouthBuild Program."

The original and all copies of each proposer's proposal must be received by the County by the stated due date and time. The County is not responsible for any internal or external delivery delays that may cause the proposer's proposal to arrive beyond the deadline.

NO FURTHER TEXT ON THIS PAGE

C.) REQUESTS FOR CLARIFICATION

All requests for clarification MUST be submitted, as set forth below, no later than 3 pm on Wednesday May 13, 2015 by email to Ali Tarchoun, att1@westchestergov.com Formal written responses will be distributed by the County on or before Friday May 15, 2015 and posted on the County website for RFPs: <http://www.westchestergov.com/rfp>, and the Westchester One Stop website at www.westchesterputnamonestop.com.

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

II. SCOPE OF WORK & PROPOSAL CONTENT

A.) SCOPE OF WORK

The Department's YouthBuild Program shall provide at-risk youth within Westchester County (the "County") with the following services:

1. **Case Management:** Case managers will be responsible for providing a mental toughness program that will serve as a program orientation in addition to an assessment of each youth that will determine their enrollment in the program. Case management shall involve case managers constructing Life Plans for individual Program participants upon their entry into the Program that shall include addressing their educational skills, career interests and aptitudes, identification of potential careers, resume preparation, and assistance with job applications. Case manager assessments of individual program participants made at the program's beginning shall direct the education and training that the participant shall receive throughout the Program and the job types they will be advised to pursue at the Program's conclusion. A leadership component should also be an integral aspect of the program where participants share in the governance of their own program and participate actively in community affairs, learning the values and the lifelong commitment needed by effective community leaders.
2. **Education and Occupational Skills Training:** Education and occupational skills training shall provide program participant youth with the opportunity to obtain the education and employment skills necessary to achieve economic self-sufficiency and the ability to apply such skills in meaningful service to their community. Education services shall include providing participant youth with the ability to obtain a New York State high school diploma or equivalent, and at least one construction industry recognized certification along with the opportunity to acquire additional vocational and occupational certifications.
3. **Construction Skills Training:** Construction skills training shall involve providing Program participant youth with the opportunity to use their Program acquired skills in

actual on-the-job construction and renovation of homes within their respective communities of Mount Vernon, Peekskill and Yonkers. Construction skills training shall include hands-on construction of model rooms, demolition and teardown, recycling and reusing of materials and building and repairing systems such as those involving mechanical, electrical and plumbing as well as basic trade competencies such as carpentry, drywall, framing, roofing and siding, plumbing, electrical, tile flooring and finish millwork. Providers must be certified under the National Center for Construction Education and Research (NCCER), and the Home Builders Institute (HBI).

4. Because one of the goals of the YouthBuild program is to provide affordable housing, all prospective applicants must demonstrate their commitment to the goal of increasing the supply of permanent housing for homeless and/or low-income individuals and families. The construction of affordable housing benefits the community where the affordable housing is built or renovated, and also provides youth with an opportunity to give back to their communities and work and learn in a team environment. YouthBuild grantees must accomplish this goal by having a sufficient number of youth enrolled in and completing the construction skills training component to enable the program to build or substantially renovate at least one unit of housing within the grant period of performance.

The term of any agreement resulting from this RFP is intended to be for three years and four months from the effective date of the grant. This includes:

- A planning period of up to four months;
- two years of core program operations (education, occupational skills training, and youth leadership development activities) for one or more cohorts of youth; and
- An additional twelve months of follow-up support services and tracking of participant outcomes for each cohort of youth.

B.) PROPOSAL CONTENT

PROGRAM NARRATIVE

Provide a **narrative description** of the proposed program following the outline provided below. The narrative should be concise and to the point. A maximum of six (6) typewritten pages is required, single space, Times New Roman 12 font, Keep in mind that the Budget Narrative is separate from the required six pages of program narrative. The budget narrative must also be detailed, thorough and concise. Please attach an electronic version either on CD or disk.

PROGRAM ELIGIBILITY FOR PARTICIPANTS

Youth Participants must be:

- between the ages of 16 and 24 at the time of enrollment
- have dropped out of high school and in addition to the listed criteria:
- a current or former foster youth and/or
- a youth offender and/or
- a youth who is an individual with a disability and/or
- a migrant farm worker youth and/or
- a child of an incarcerated parent and/or
- a low-income youth

In addition to the above criteria there is a 25% enrollment exemption for those who have a high school diploma/GED and is not a member of the targeted groups above. With regards to this proposal the youth would have to be basic skills deficient despite having a high school diploma or GED.

PROGRAM ELIGIBILITY FOR RESPONDENTS

- must demonstrate prior experience providing services to the targeted population
- have experience providing educational, counseling, career guidance and occupational services to the targeted population
- have the capacity to report/enter participant data, information and all individual program information within a specified management information system
- Be located within a reasonable proximity to serve youth residing in the Cities of Mount Vernon, Peekskill and / or Yonkers.
- Have demonstrated ability to properly disburse funds according to generally accepted accounting principles, internal controls, including disbursement of stipends, the intervals and amounts at which the stipends will be paid to participants, and issuance of IRS Form 1099 MISC should the stipend to a youth exceed \$600

SCHEDULE “A-1”

SCOPE OF WORK – CASE MANAGEMENT SERVICES

The YouthBuild service provider will be responsible for providing an orientation program described as “Mental Toughness” that will serve as an introduction to the YouthBuild program and its purpose. In addition each potential participant will be assessed educational, interpersonally, vocationally to determine their achievements, obstacles, goals and life works. This assessment will assist in determining program enrollments. Upon actual enrollment case management services that shall involve constructing Life Plans for individual Program participants upon their entry into the Program that shall include addressing their educational skills, career interests and aptitudes, identification of potential careers, resume preparation, and assistance with job applications.

The YouthBuild services provider in the City of Mount Vernon will provide an outreach and recruitment program for a YouthBuild program to enroll and serve twenty-five (25) youth. The City of Peekskill services provider will conduct an outreach and recruitment campaign to enroll and serve fifteen (15) youth. The City of Yonkers services provider will conduct an outreach and recruitment campaign to enroll and serve forty (40) youth.

Case management shall be fully integrated so that participants engage simultaneously on training and job preparation. Case managers shall develop Individual Life Plans with the youth from the start and actively transition them according to that plan in education, training or employment.

The case manager for each Program participant shall, during orientation, assess each participant’s college and employment readiness skills and shall benchmark participants’ progress through (1) understanding their interests and aptitudes, (2) identifying potential careers, (3) exploring jobs in those categories, (4) preparing a resume aligned to those jobs, and (5) applying for jobs. Interaction with YouthBuild participants will be conducted weekly throughout the program in addition to as needed.

The YouthBuild service provider shall provide case managers that have affiliations with community-based organizations to leverage their referrals to support services including housing counseling and placement, rent assistance, benefits counseling, emergency food services, child care, drug and alcohol counseling and other services as needed to keep youth on track.

The YouthBuild service provider shall facilitate networking and placement of participants in employment or apprenticeships. Case managers shall work with college partners to facilitate referrals to the community college and assistance in the enrollment process.

Case managers shall speak to Program participant youth on a scheduled basis during their entire YouthBuild experience from the Mental Toughness through Post Graduate Services.

On-going communication shall be encouraged through monthly site-based Youth Leadership Council meetings intended to enable youth to express concerns, mediate issues in a professional

context, and provide constructive input into the program delivery as well as to plan quarterly community service events.)

Case managers shall work with Program participants who envision college as part of their Individual Life Plans, and consequently, explore areas of study, review admission requirements, complete applications and submit financial aid applications.

Participants shall be encouraged to research targeted colleges online and create a portfolio for each targeted college; and the case manager shall help arrange interviews with college recruiters and to arrange campus visits.

The YouthBuild service provider shall give Program participant youth pre-tests at Program commencement to establish their baseline skills and competencies, including testing on construction safety, trade skills and problem-solving.

Leadership development is critical to the YouthBuild Program. This aspect of the program is designed to motivate youth towards self-development and to further employment and leadership skills. Good leadership is defined as taking responsibility to make things right in your life, family and community. It is important to foster personal leadership skills in all participants to be able to take responsibility for their own lives. It is expected that each youth will develop their own leadership program as designed through the youth provider. 10% of a participant's program should be dedicated to the development of leadership, community service and related activities.

Transition services that support YouthBuild graduates into post-secondary education, employment is vital to ensure retention in those placements is vital to the success of the program for at least 12 months upon program completion.

The following outcomes must be achieved for a successful YouthBuild program:

- Placement in Employment or education
- Attainment of a Degree or Certificate
- Literacy and Numeracy Gains
- Retention in Employment or Education
- Prevent Recidivism

Placement in Employment or Education: this outcome measures the percent of participants placed in employment, education, military or long term occupational training in the first quarter after a participant is exited from the program.

Attainment of a Degree or Certificate: this includes attainment of a GED, high school diploma, industry recognized certificate by the end of the third quarter after they exit.

Literacy and Numeracy Gains: the number of youth who were basic skills deficient at enrollment and increased their educational functional levels within one year of enrollment.

Retention in Employment or Education: the number of participants who were placed in employment or education in the first quarter after exit that are in an employment or education placement in the second and third quarters after exit.

Recidivism Rate: the number of youth who have been youth or adult offenders at the time of enrollment and have been re-arrested for a new crime or re-incarcerated for revocation of parole/probation within one year from the enrollment date.

NO FURTHER TEXT ON THIS PAGE

SCHEDULE “A-2”

SCOPE OF WORK – EDUCATIONAL COMPONENT

The YouthBuild services provider shall design a program for twenty-five (25) eligible youth from the City of Mount Vernon, fifteen (15) eligible youth from the City of Peekskill and / or forty (40) eligible youth from the City of Yonkers. Eligible youth are ages sixteen (16) to (24). The design of the program must meet the educational needs of the participants and be comprised of at least 50% of the overall program’s design, with an opportunity to obtain the educational skills necessary to achieve economic self-sufficiency and the ability to apply these skills in meaningful service to their community.

The YouthBuild services provider shall provide services to include Adult Basic Skills instruction, accelerated learning for participants who are behind grade level, English as a Second Language (ESL) for persons with limited English proficiency, and a curriculum designed to lead to the attainment of a high school diploma or a General Educational Development (GED) credential.

For those students who enter with a high school diploma or GED, or significant grade level, remedial education will be necessary to improve basic skills to prepare for college or a career. For those whose skills are sufficient, enrollment in college classes together with YouthBuild participation may be available. Cultural history, current events, social studies, and leadership skills are also generally part of the academic curriculum. Career readiness training includes assessing one’s strengths and interests, job seeking skills, and general preparation for handling oneself maturely in the world of work.

The educational training should be hands-on, student-led and project-based and include hands-on project-based activities including constructing model rooms, demolition and tear-down, recycling and re-using materials, and building and repairing systems (electrical, mechanical, plumbing, etc.).

The YouthBuild services provider shall deliver the academic component of the Program in a hands-on framework to make lessons relevant and enjoyable to participants for whom traditional lecture-style learning is ineffective.

The integration of academics and construction training also will provide participants with meaningful real-world examples using math and language for construction-related problem-solving. Literacy and numeracy skills building shall be integrated into lessons. The program also will integrate technology.

SCHEDULE “A-3”

SCOPE OF SERVICES – CONSTRUCTION SKILLS TRAINING

The YouthBuild service provider shall provide construction skills training to program participant youth to provide them on-the-job construction experience. 40% of the participant’s program must involve construction skills training.

Integrated with the education component, the construction skills training shall be hands-on, student-led and project-based and include hands-on project-based activities including constructing model rooms, demolition and tear-down, recycling and re-using materials, and building and repairing systems (electrical, mechanical, plumbing, etc.). Participants shall be organized into simulated “construction crews” for group projects and group leaders selected to lead their crews in planning and executing the methodology of the task at hand with participant groups to peer-review each other’s work as part of the formative assessment process to encourage youth to focus on self-improvement.

The YouthBuild services provider shall provide each participant will receive his or her own toolkit and instruction in the proper care and use of his or her tools.

The YouthBuild services provider shall develop the construction and occupational skills training in concert with industry partners to be relevant to what is required in the field.

Training shall follow the National Center for Construction Education and Research (NCCER), the Home Builder’s Institute (HBI) curriculum and will include lessons on safety instruction (and the option to take OSHA 10 certification), and competencies associated with the basic trades: carpentry, drywall, framing, roofing and siding, plumbing, electrical, tile, flooring and finish millwork. Trades shall be taught by professionals who are licensed and currently working in the field. The program will integrate green materials, construction methodologies and technologies such as energy conservation techniques and recycling / reusing strategies.

The YouthBuild services provider shall make work site safety for Program participants paramount and shall draft a comprehensive Health and Safety Plan and Job Hazard Analysis for both the vocational instruction and activities on each work site.

As part of this plan, any work site accident shall be reported to USDOL and immediate corrective action shall be taken.

The YouthBuild services provider shall ensure that Vocational Instructors and Construction Trainers correspondingly ensure that Program participants are trained in OSHA guidelines and as part of their training, shall require YouthBuild participants to engage in safety training that will qualify them to obtain 10-hour OSHA certification.

The construction trainer shall be responsible for ensuring work site safety, including daily toolbox talks and a complete description of the work to be performed that day.

All participants will be given personal protective equipment and trained in their effective use.

The YouthBuild services provider shall determine participant mastery of construction skills through testing at the end of each chapter of the curriculum; summative (final) testing at the end of the curriculum; in addition to formative assessments provided by vocational trainers and peers based on participants' performance in classroom construction exercises, project-based activities and on the work site.

Upon completion of the construction skills program participants should be eligible to receive industry wide certifications with the National Center for Construction Education and Research (NCCER) or the Home Builder's Institute (HBI).

Because one of the goals of the YouthBuild program is to provide affordable housing, all prospective applicants must demonstrate their commitment to the goal of increasing the supply of permanent housing for homeless and/or low-income individuals and families. The construction of affordable housing benefits the community where the affordable housing is built or renovated, and also provides youth with an opportunity to give back to their communities and work and learn in a team environment. YouthBuild grantees must accomplish this goal by having a sufficient number of youth enrolled in and completing the construction skills training component to enable the program to build or substantially renovate at least one unit of housing within the grant period of performance.

EVALUATION CRITERIA

**WESTCHESTER PUTNAM WORKFORCE INVESTMENT BOARD
YouthBuild Scope of Services**

Program	Description	Points	Score
A. Case Management		52	
Recruitment & Outreach	Does the respondent clearly describe how it intends to discuss planned activities, outreach efforts, sources of recruitment, marketing, and community contacts?	10	
Mental Toughness	Does the respondent clearly describe how it intends to complete orientation & outreach, and set the tone to motivate group team building?	7	
Enrollment	Does the respondent clearly describe how it intends to determine eligibility requirements, individual assessments, drug testing and interest in leadership/community service? Explain your policy and procedures for the implementation of stipends.	7	
Management Information System	Does the respondent clearly describe how it intends to implement performance and recording, enrollments, assessments, services, outcomes, and follow ups?	7	
Counseling	Does the respondent clearly describe how it intends to develop individual service strategies, ongoing individual and group case conferences and the referral to needed services?	7	
Post Graduate Services Outcomes Activities to be used to accumulate and verify outcomes	Does the respondent clearly describe how it intends to approach the placement in employment & education- 70% of exits? The Attainment of a Certificate-50%, Literacy & Numeracy-50% in the first year, Recidivism-20% within one year, and Retention-75% in the 2 nd and 3 rd years?	7	
Leadership Development/Community Service 10% of the youth's time in the program	Does the respondent provide adequate information on how it will develop leadership skills among the program participants, conduct community service projects, and assess the needs of the community while developing projects that serve to improve their community?	7	
B. Educational Skills Training 50% of the youth's time in the program		20	
Goals	Does the respondent provide adequate information on how it intends help participants achieve a high school equivalency diploma, basic skills improvements, testing skills, ESL, career and college readiness, and the obtaining of industry wide credentials?	10	

Educational Skills	Does the respondent clearly describe how it intends to maintain enrollments into higher education, a class ratio of 1 to 14, and the impact of how the educational component will assist the overall performance outcomes?	10	
C. Construction & Occupational Skills- 40% youth's time in the program	Does the respondent provide complete information on how it intends to assist participants with the completion of industry related credentials: NCCER, OSHA, HBI, the development of YouthBuild Trainee, and growth in the Apprenticeship Preparation Program? Was this performed while adhering to post safety regulations, obtaining knowledge of all child labor laws, describing the benefits of the training to the community and providing written agreement from all property owners?	14	
D. Budget	Does the respondent clearly describe how it intends to provide financial statements, which include the financial offices' contact information, their most recent audit, and budget narrative? Does the respondent clearly describe how it intends to provide adequate allocation for staff training, professional development, appropriate travel costs for DOL training, learning exchange allocations for fringe benefits (including vacation accrual), salary increase etc.? Does the respondent clearly show how it intends to provide a statement of work plan, a line item budget based on a comprehensive plan for retention and follow-up, costs for participant incentives, supportive services and the alignment of service goals and performance measurements?	14	

PROPOSAL REQUIREMENTS

Each proposal must include the listed items below. Proposals that do not contain all the required forms will not be reviewed or considered. Please be sure to include all information requested.

- 1.) Proposer Certification (Section IV)
- 2.) Proposal, responding to the items outlined in Section II (B), below.
- 3.) Schedule B: Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
- 4.) Schedule C: Certification Regarding Businesses Dealings with Northern Ireland
- 5.) Schedule D: Disclosure of Relationships to County
- 6.) Schedule E: Criminal Background Disclosure

Proposals MUST be signed. Unsigned proposals will be rejected. The proposal must be signed by an official authorized to bind the proposer to its provisions. No proposer may withdraw its proposal within 120 days of the above submission date.

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, State and Federal Government. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

SCHEDULE "B"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. Is at least 51% owned by one or more persons of color or women;
 - b. Is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. Is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. Is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) Is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) Is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended?

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "C"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) Increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) Take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) Publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) Establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) Abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) Establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) Appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A," the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between

the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor _____

By: (Authorized Representative) _____

Title: _____ Date _____

Contract #: _____
Name of Contractor: _____

SCHEDULE "D"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "E"

CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: _____

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to “consultant, contractor, lessee, or licensee” to mean “subconsultant, subcontractor, sublessee, or sublicensee” and check here: _____

I, _____, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**

- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “REFUSED to Answer - Continued.”)

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to

- vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
 - 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name: _____

Title: _____

Date: _____

Notary Public

Date

SCHEDULE "F"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS

form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

(e) Contractor's Professional Liability. The Contractor shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

III. LEGAL

A.) UNDERSTANDINGS

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester 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 proposing entity to enter into a service agreement with the County of Westchester for the required services;
- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester 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 of Westchester, 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 Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the Westchester County Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received after notification to all proposers;
- To negotiate for amendments or other modifications to 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;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

- To select the proposal from a responsible proposer that is most advantageous to the County in terms of the program(s) for which these services are being solicited, and not necessarily on the basis of price or any other single factor or criterion;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- 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.

B.) CONTRACT

After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract 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 BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The proposer accepts and agrees that, if selected by the County, it will be asked to sign a contract containing the following, or language in substantially the following form:

a.) INSURANCE, INDEMNIFICATION, AND DEFENSE

“The Contractor agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “F”, entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule “F”, the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor 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 performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; 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.”

See: Schedule “F” for the “Standard Insurance Provisions”.

b.) NON-DISCRIMINATION

“The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.”

c.) COMPLIANCE WITH LAWS

“The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.”

C.) 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 Westchester, 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.

D.) CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Westchester. Further, all proposers must disclose the name of any County officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

E.) CONTENTS OF PROPOSAL AND FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, 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.

F.) MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, all proposers are required to complete the questionnaire attached hereto as Schedule "B".

G.) MACBRIDE PRINCIPLES

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as Schedule "C". Therefore, all proposers are required to submit with their proposal the Certification Form attached hereto as Schedule "C".

H.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

All proposers are required to submit with their proposal the Disclosure Form attached hereto as Schedule "D".

I.) CRIMINAL DISCLOSURE

All proposers are required to submit the Criminal Background Disclosure forms attached hereto as Schedule "E", as required by Executive Order No. 1-2008.

J.) INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any proposer; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer; and
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IV. 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 Westchester 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 of Westchester for the required services. The undersigned agrees and understands that the County of Westchester 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 of Westchester, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester and approved by the Westchester County Board of Acquisition & Contract and by the Office of the County Attorney.

It is understood and agreed that the County of Westchester 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 of Westchester reserves all rights specified in the Request for Proposals.

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

Proposer Name

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____ a corporation duly
(Name of Corporation)

organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution _____
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date:

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

I, _____,
(member or manager other than person executing the agreement)

certify that I am a _____ of _____
(member/manager) (Name of Limited Liability Company)

(the "LLC") duly organized under the Laws of the State of _____; that
(Name of State)

_____ who signed said Agreement on behalf of the LLC
(Person Executing Agreement)

was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the member/manager described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, _____,
(Partner other than Partner signing contract)

certify that I am a General Partner of _____,
(Name of Partnership)

a partnership duly organized under _____,
(Law under which partnership is organized)

and named in the foregoing Agreement; that _____,
(Partner Executing Agreement)

who signed said Agreement on behalf of the Partnership was, at the time of execution, a General Partner of said Partnership; that said Agreement was duly signed for and in behalf of said Partnership and as the act and deed of said proposer for the purposes therein mentioned.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the General Partner described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a general partner of said Partnership; that he/she is duly authorized to execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

