

**REQUEST FOR QUOTATIONS  
FOR THE PROVISION OF**

**TECHNICAL WRITING FOR DELIVERY OF A POLICY AND PROCEDURAL MANUAL**

**FOR**

**THE WESTCHESTER/PUTNAM WORKFORCE DEVELOPMENT BOARD**

**120 BLOOMINGDALE ROAD**

**WHITE PLAINS, NEW YORK 10605**

**ISSUE DATE: July 29, 2015**

**QUOTATION'S DUE DATE: August 11, 2015 @12:00 p.m.**

Interested parties may obtain the complete Request for Quotations ("RFQ"), including application, from the Westchester County website for RFPs at: [www.westchestergov.com/rfp](http://www.westchestergov.com/rfp) or [www.westchesterputnamonestop.com](http://www.westchesterputnamonestop.com) under doing business with the County.

**Department of Social Services Contact Person**

Ali Tarchoun  
Westchester/Putnam Workforce Development Board  
120 Bloomingdale Rd Room 226  
White Plains, New York 10605  
Email: att1@westchestergov.com

Please be advised that all matters concerning this RFQ, from the date of issuance until the quotation is received, are to be directed in writing to the above named contact person.

An original and three (3) completed copies of the Proposals MUST be received no later than August 11, 2015 @ **12:00 p.m.** at the above address

# **REQUEST FOR QUOTATIONS**

## **WESTCHESTER/PUTNAM WORKFORCE DEVELOPMENT BOARD**

### **I. INTRODUCTION**

The Westchester/Putnam Workforce Development Board (“WDB”) invites quotations from qualified individuals to provide technical writing services to draft a standardized policy and procedural manual for the WDB for the term October 1, 2015 through September 30, 2016. The successful proposer will provide cost effective technical writing services in the creation of a standardized policy and procedural manual for the WDB.

An original and three (3) completed copies of the Information **MUST** be received no later than **August 11, 2015\_@ 12:00 p.m.** at the following address:

Westchester/Putnam Workforce Development Board  
120 Bloomingdale Rd Room 226  
White Plains, New York 10605  
ATTN: Ali Tarchoun

### **II. BACKGROUND**

WCDSS is committed to preparing a standard policy and procedural manual for the WDB which complies with the federal regulations applicable to the provision of the WDB. Preparation of such a document will require application of the Federal Regulations and the operation of the WDB in a manual which should be clear and simple to follow. Expertise in technical writing of this kind would be preferred, as the task will require that the policy and procedural manual be comprehensive in nature and comply with applicable Federal and County Regulations as well as the day-to-day operation of the WDB and One-Stop Employment Office.

### **III. REQUIRED QUALIFICATIONS**

The WPWDB seeks an experienced technical writer with excellent skills in oral and written communication skills strategic thinking and messaging. A qualified respondent must possess the following qualifications:

- Demonstrated expertise and success in technical writing.
- Ability to build strong, positive working relationships with staff and stakeholders in order to gather and synthesize complex information.
- Have the ability to establish and meet strict deadlines, and to manage multiple projects simultaneously.
- Ability to work with staff to clarify proposed project impacts, outcomes, and activities.
- Experience performing in a deadline-driven environment while working within budget requirements.

#### **IV. SCOPE OF WORK**

The Policy and Procedural Manual contract covers the design, development, exploration phase, and compiling of documents. The goal of the Policy and Procedural Manual is to establish and document the structure by which the Westchester Putnam Workforce Development Board operates.

The Policy and Procedural Manual will serve as a resource for the Workforce Development Board, One Stop Programs, and Youth Programs. The list below includes some and not all of the programs that would be included in the procedural manual.

##### **1. Workforce Development Board Activities:**

###### **A- Fiscal Management**

- a. Accounting Systems
- b. Audit Procedures
- c. Cost Allocation
- d. Budget
- e. Payment Processing
- f. Record Retention
- g. Reporting Requirements
- h. Property Management
- i. Sub-Recipient Monitoring

###### **B- Contracting/Procurement**

- a. Sort Forms
- b. Terms and Conditions
- c. OJT Contract
- d. Customized Training Contract
- e. Business Customized Training Contract
- f. Record Retention/Access to Records
- g. Request for Proposals
- h. Request for Quotations/Qualifications
- i. Contract Monitoring

##### **2. One Stop Operations**

###### **A- Customer Flow**

- a. Accessing an intake system
- b. WIOA registration for Adult & Dislocated Worker
- c. WIOA eligibility requirements, determination & documentation
- d. Transitioning from WIA to WIOA

- e. Funding Source/Programs
- f. Maintenance of adequate information (One Stop Operating System, other)
- g. Contents of the WIOA participant file
- h. Record retention requirement
- i. WIOA Adult and Dislocated Worker Career Services, Training Services (Individual Training Accounts) and Follow-Up Activities
- j. Earned Income Tax Credit
- k. One Stop Website (Maintenance, etc.)
- l. Other Programs

**B- Business Services**

- a. On the Job Training
- b. Customized Training
- c. Business Customized Training

**3. Youth Programs**

- a. WIOA Youth Eligibility Requirements, Determination & Documentation
- b. Intake
- c. Objective Assessment
- d. Case Management
- e. Individual Service Strategy
- f. WIOA Activities
- g. Supportive Services
- h. Case Closures and Exits
- i. Follow-Up

The successful technical writer shall perform the following tasks and duties:

1. Preplanning Stage: Develop a template
2. Development Stage 1: Interview staff and Conduct individual meetings with respective partners and/or subgroups of the partnership to gather and collate information necessary for the development of a plan and the policy and procedural manual.
3. Development Stage 2: Conduct research and research related activities necessary to support the plan for the policy and procedural manual and establish deadlines for when a draft of the policy and procedural manual will be submitted for review, and the deadline by which time revisions to draft will be made based on Agency comments on draft

4. Development Stage 3: Prepare draft policy and procedural manual
5. Development Stage 4: Revise draft policy and procedural manual
6. Development Stage 5: Submit final policy and procedural manual
7. Submit invoices on a monthly basis along with a report of all the tasks completed and the number of hours for each task. The final invoice for these services must be submitted within thirty days (30) of the policy and procedural manual.

**Evaluation Criteria**

All proposals will be reviewed to determine if they have met the requirements of this RFQ. Those that meet the requirements will be deemed “responsive”, and will be evaluated by the review committee and ranked. Those proposals that do not meet the requirements of the RFQ will be deemed “non-responsive” and will be rejected.

The WPWDB reserves the right to consider a proposal as “non-responsive” should it believe that the applicant will be unable to perform the services requested at the level required or within the program’s budgetary and/or time restrictions.

WPWDB also reserves the right to negotiate with applicants to this RFQ, if necessary, to refine or expand the statement of work, fee arrangements, or any other aspect of the services to be provided.

The County shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations:

1. Did the proposer demonstrate experience providing technical writing/drafting similar policy and procedural manuals? (30 points)
2. Did the proposer demonstrate an understanding of the LWDB procedures and One-Stop Employment Centers? (10 points)
3. Did the proposer demonstrate the capacity to provide the scope of service described in this RFQ? (10 points)
4. Qualifications: Did the proposer provide a detailed narrative of how the proposer would meet the County’s scope of services and how those services would be provided? (20 points)
5. Cost: Did the proposer demonstrate reasonable expenses consistent with the requirements of the RFQ and adequate detail of the budgeted expenses in the Budget Justification? (15 points)
6. Proposal Completeness: Did the proposer submit all the required forms and attachments required in this RFQ? (15 points)

**V. TERM**

The term of the agreement will be for the term October 1, 2015 through September 30, 2016.

**VI. PROPOSAL REQUIREMENTS**

PACKAGES MUST BE MARKED WITH THE FOLLOWING:

**“REQUEST FOR QUOTATION TECHNICAL WRITING FOR DELIVERY OF A POLICY AND PROCEDURAL MANUAL FOR THE WESTCHESTER/PUTNAM WORKFORCE DEVELOPMENT BOARD”**

- 1) The proposal must include the following information:
  - a. Contact information. Proposer’s name, address, contact person, title, e-mail address and phone number should be provided.
  - b. Scope of work to be performed. Provide a detailed narrative of how the proposer would meet the County’s scope of services and how those services would be provided.
  - c. Face sheet. Provide general information and approval of the proposal. (Information must be provided in the prescribed format, as detailed in **SCHEDULE “A”** attached hereto.)
  - d. Proposed Fee. The fee proposed for these services shall be included as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. The fee is to be a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work. You must provide a detailed budget outlining all such hourly rates and cost estimates. (Information must be included in the prescribed format detailed in **SCHEDULE “B” Proposed Budget**; and **SCHEDULE “B-1” Budget Justification** attached hereto.)
- 2) Proposals must be submitted on the proposer’s letterhead or standard proposal form and signed by an authorized representative of the proposer. Telephone or facsimile proposals will not be accepted.
- 3) The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that “this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein.”
- 4) An original and three (3) completed copies of the proposal **MUST** be received no later than **12:00 p.m.** on August 12, 2015 at the following address:

Westchester/Putnam Workforce Investment Board One-Stop Employment Office  
120 Bloomingdale Rd Room 226  
White Plains, New York 10605  
ATTN: Ali Tarchoun
- 5) Proposal must be typed or printed in black ink. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.
- 6) Proposals delivered prior to the deadline shall be secured unopened so long as the package is properly marked as set forth above. Late proposals will not be accepted.
- 7) Proposals **MUST** be signed. Unsigned proposals will be rejected.

- 8) Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- 9) No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County

## **VII. REQUESTS FOR CLARIFICATION**

**Requests for clarification of this RFP MUST be written and submitted no later than 12:00 p.m. on August 3, 2015 to:**

**Westchester/Putnam Workforce Investment Board One-Stop Employment Office  
120 Bloomingdale Rd Room 226  
White Plains, New York 10605  
ATTN: Ali Tarchoun  
[att1@westchestergov.com](mailto:att1@westchestergov.com)**

Formal written responses will be distributed by the County, via the county's RFP website on or before August 7, 2015. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.**

## **VIII. LEGAL UNDERSTANDINGS**

**Please take notice**, by submission of a proposal in response to this RFQ, proposing entity agrees to and understands:

- That any proposal, attachments, additional information, etc. submitted pursuant to this RFQ 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 RFQ 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 RFQ, 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 RFQ or meet the minimum evaluation criteria;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFQ;
- 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 RFQ, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor in the evaluation criteria;
- While this is an RFQ 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 RFQ process;
- 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.

## **IX. 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.) INDEMNIFICATION AND DEFENSE**

In addition to, and not in limitation of the insurance requirements contained herein 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.”

**b.) INSURANCE**

“Upon execution of any contract between the proposer and the County, the Contractor will be required to provide proof of the insurance coverage described in Schedule “C”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County of Westchester, Department of Risk Management. The Director of Risk Management may alter insurance requirements at his discretion.”

**c.) NON-DISCRIMINATION**

“The Contractor expressly agrees that neither it nor any contractor, subconsultant, 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.”

**X. 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.

**XI. 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.

**XII. PROPOSALS SUBJECT TO 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.

**XIII. 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, the County asks Proposers to complete the questionnaire attached hereto as **SCHEDULE “D”**

**XIV. DISCLOSURE FORM:**

To avoid conflicts of interest and the appearance of impropriety, the Proposer shall be required to complete the Disclosure Form attached hereto as **SCHEDULE “E”**.

**XV. CRIMINAL DISCLOSURE FORM**

The Proposer agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as **SCHEDULE “F”** which is hereby incorporated by reference.

**XVI. PROPOSER CERTIFICATION**

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.

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 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 and 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

**SOLE CORPORATE OFFICER ACKNOWLEDGMENT**

STATE OF NEW YORK        )  
  ss.:  
COUNTY OF                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned,  
personally appeared \_\_\_\_\_, personally known to me or

(Name of Sole Officer)

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 executed the same in his/her capacity as President and sole officer and director of  
\_\_\_\_\_, the corporation described in and which executed the

(Name of Corporation)

within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by  
he/she signed the within instrument on behalf of said corporation.

Notary Public

\_\_\_\_\_

**CERTIFICATE OF AUTHORITY**  
(CORPORATION)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)

the \_\_\_\_\_  
(Name of Corporation)

a corporation duly 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







**SCHEDULE “B-1” BUDGET JUSTIFICATION**

The purpose of this form is to provide the Department of Social Services with supplemental information to explain how the proposed budget was determined. Using the template charts below, please provide brief but detailed descriptions of expenses included in each budget category and explanations on how the expenses may relate to producing the anticipated results. The proposer may add rows to the charts, as necessary; however, please do not attach additional documents to this Schedule.

**Personnel Services**

For each staff member identified under Personnel Services, provide a brief description on how the person’s FTE allocation was determined. Staff whose responsibilities are not directly related to the particular requested program, such as the CEO, CFO, human resources and fiscal personnel, should be accounted for in the OTPS Administrative & Overhead category.

<b>Staff Name</b>	<b>FTE (%)</b>	<b>Explanation / Justification</b>

**Other Than Personnel Services (OTPS)**

Using the format below, please break down the costs that comprise of the following categories.

1. **Telecommunications** – Include separate line for land lines, cell phones, internet service, and any related maintenance costs.

<b>Item</b>	<b>Amount (\$)</b>
<b>Total Telecommunications Cost</b>	

**Explanation/Justification:**

2. **Rent**

Item	Amount (\$)
<b>Total Rent Cost</b>	

**Explanation/Justification:**

3. **Miscellaneous** – This category captures any other major, direct expenses not accounted for in the previous categories. Miscellaneous expenses can include, but not limited to, contractual services, consulting services, equipment rental and/or leasing. If Contractual Services entail sub-contractors, please provide a list of sub-contractors and copy of existing contract, if applicable.

Item	Amount (\$)
<b>Total Miscellaneous Cost</b>	

**Explanation/Justification:**

4. **Administrative & Overhead** – Indirect costs that may apply to several programs, areas, or functions of the agency and are not readily or easily assigned to a specific program. For example, the personnel costs of the CEO, CFO, human resources and fiscal employees would fit in this category. Other administrative & overhead costs should be included. Any cost that is budgeted completely or partially in an itemized direct costs category may not be part of the budgeted Administrative & Overhead costs.

Item	Amount (\$)
<b>Total Administrative &amp; Overhead Cost</b>	

**Explanation/Justification:**

**SCHEDULE "C"**  
**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](http://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:

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

(e) Professional Liability Insurance with minimum limits of liability of \$1,000,000 per occurrence and \$3,000,0000 aggregate.

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.

**SCHEDULE "D"**

**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

Contract #: \_\_\_\_\_  
Name of Contractor: \_\_\_\_\_

**SCHEDULE "E"**  
**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**<sup>1</sup> 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: \_\_\_\_\_

<sup>1</sup> "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 "F"**

**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.<sup>1</sup> 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 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:

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<sup>1</sup> 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.



- 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 Officer<sup>2</sup>. 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.

### 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.

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*PLEASE CONTINUE TO THE*

*Criminal Background Disclosure Form and Certification*

*BEGINNING ON THE NEXT PAGE*

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<sup>2</sup> 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.

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