

**WESTCHESTER/PUTNAM LOCAL WORKFORCE INVESTMENT BOARD
REQUEST FOR QUOTATIONS**

Business Customized Training Services

In response to

**Online Business Training Requests for Customized Training (CT) and Business Sector
Customized Training (BSCT)**

ISSUE DATE: September 19, 2013

DUE DATE: September 27, 2013

ISSUED BY:

The Westchester County
Department Of Social Services
Office of Workforce Investment
120 Bloomingdale Road
White Plains, New York 10605

ON BEHALF OF:

The Westchester/Putnam
Local Workforce Investment Board
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**

Equal Opportunity Employer/ Program/Auxiliary aids and services are available upon request for individuals with disabilities.

Programa y Empleador con Igualdad de Oportunidades Asistencia y servicios para individuos con incapacidades están disponibles al solicitarlos

I. ANNOUNCEMENT

Notice of Solicitation

The Westchester County Department of Social Services Office of Workforce Investment, the Putnam County Department of Social Services and the Putnam Workforce Partnership, on behalf of The Westchester/Putnam Local Workforce Investment Board (“LWIB”), and in accordance with the Workforce Investment Act (WIA) of 1998, is soliciting applications from organizations to provide customized training services for individual businesses approved by the Westchester-Putnam Workforce Investment Board (WPWIB). Organizations approved as Business Training Providers will appear on a list of approved Business Training Providers that will be used to provide training services to adults, dislocated workers and older youth (19 to 21 years of age) under the provisions of the WIA (WIA Sec.122 and Sec.134 (d) (4) (c)). The approved training provider may also be used to provide training for individuals eligible under Welfare to Work funding.

Interested parties may pick up copies of this Request for Quotations at the Westchester County DSS/Office of Workforce Investment, 120 Bloomingdale Rd., White Plains, New York 10605. This RFQ may also be downloaded from the Westchester-Putnam One-Stop website: www.westchesterputnamonestop.com.

TIMETABLE

Date of Issuance:	Thursday, September 19, 2013
Informational Meeting:	Monday, September 23, 2013 at 3:00 PM
Application Due:	Friday, September 27, 2013 by 3:00 pm

Questions and inquiries may be directed in writing via fax and or e-mail to:

Sonda Norris-Lowe
Workforce Investment Board
120 Bloomingdale Rd., Room 215
White Plains, New York 10605
FAX #: (914) 995-3958
E-mail: SNL1@westchestergov.com

Background

The Westchester-Putnam Workforce Investment Board implemented the Business Sector Partnership as a strategy to engage employers around current and future workforce issues, challenges and solutions. The Business Sector Partnership strategy requires the recruitment of employers in key industry sectors located in Westchester and Putnam counties. The sectors targeted under this initiative include healthcare, hospitality, construction trades, bio-tech, advanced manufacturing, professional support and not-for-profit organizations.

The Westchester-Putnam Workforce Investment Board in support of the Business Sector Partnership has established an online portal for the local private sector, for-profit and not-for-profit businesses to apply for funding to subsidize training for new and existing workers as a way to addressing workforce issues and challenges. Employers can submit online applications for the following Business Training Programs:

- **Customized Training:** Customized classroom training is designed to meet the skill requirements of an employer and is often provided in partnership with an education or training provider. Participating employers are required to contribute towards some of the total cost of a classroom training project. The employer contribution may be in the form of the wage of trainees while they are engaged in the classroom training or the employer's share of other training costs.
- **On-The-Job Training (OJT) :** On-the-job training means training provided by an employer to an employee who is engaged in productive work. Reimbursement of up to 50 percent of the wage rate can be paid, to compensate the employer for the cost of providing the training and additional supervision related to the training. OJT is limited in duration as appropriate to the occupation for which the participant is being trained, as well as the prior work experience of the participant.
- **Business Sector Customized Training:** Industry-sector customized training is a collaboration among three or more businesses in an industry designed to meet the skill requirements of an employer and is often provided in partnership with an education or training provider. Participating employers are required to contribute towards some of the total cost of a classroom training project. The employer contribution may be in the form of the wage of trainees while they are engaged in the classroom training or the employer's share of other training costs.
- **On-the-Job Training/National Emergency Grant (OJT/NEG):** New Federal Funds to Help Your Business Fill Training Needs. The New York State Department of Labor (NYSDOL) recently received \$6.4 million in federal funds to encourage hiring of long-term unemployed, dislocated workers and help off-set the cost of

training these new hires. This is the second round of funds New York State has received from the United States Department of Labor (USDOL) under the On-the-Job Training / National Emergency Grant (OJT/NEG) Program.

For more information on this process, visit Business Training Programs at www.westchesterputnamonestop.com.

The benefits to the businesses include but are not limited to:

- Hires qualified workers and/or retain current employees
- Offsets business' cost of training
- Increases business' competitive edge
- Increases customer service delivery
- Increases efficiency and production

Customized and Business Sector Customized Training **must** take place on the premises of the business (es) during normal business hours.

Funds cannot be used to support Business Sector Customized Training opportunities with public/government entities.

Applicant Eligibility

Individuals and organizations, for-profit or not-for-profit, having the appropriate experience, license(s)/credential(s) and specific expertise necessary to carry out the duties and responsibilities outlined in the Scope of Work may apply. The WPWIB reserves the right to check all references furnished and to consider the responses received in evaluating the proposals.

Required Qualifications

The WPWIB seeks qualified entities with demonstrable training skills. A qualified respondent must possess the following qualifications:

- Demonstrated expertise and success providing specified training for private, for-profit, and/or not-for profit entities. Demonstrated ability to develop curriculums, pre- and post-tests and other relevant training materials.
- Ability to build strong, positive working relationships with business representative(s) in order to develop training materials
- Ability to work with staff to clarify proposed project impacts, outcomes, and activities.
- Experience performing in a deadline-driven environment while working within budgetary and time requirements.

Information Session

An informational session for prospective proposers will be held on Wednesday, September 23, 2013 from 3:00 pm – 4:00 pm at the One Stop Employment Center, 120 Bloomingdale Road, White Plains, New York, 10605. This session will provide important information regarding this RFQ and to answer questions from the attendees regarding the RFQ.

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

Request for Clarification

If you have specific questions regarding the services requested in this RFQ, submit them via e-mail to Sonda Norris-Lowe at SNL1@westchestergov.com. Verbal questions will not be permitted. To ensure an equitable dissemination of information, responses to e-mailed questions will be forwarded to all proposal respondents who identify themselves as interested respondents.

Scope of Work

Respondent to this RFQ will provide training course for those business who submitted an application under the Customized Training (CT), and Business Sector Customized Training (BSCT) programs as outlined on page 7-10. Respondents can proposed do one or more of the requested training courses. Contracts resulting from this RFQ shall be developed on an as-needed basis with Westchester County Office of Workforce Investment or with the applying Business.

Respondents must meet incorporate all the following mandatory program elements in their course offering(s)

1. Developing pre-tests and post-tests
2. Curriculum per specification of business
3. Maintaining Daily/Session Attendance Sheets
4. Compiling data and outcomes of training

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 WPWIB 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.

WPWIB 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.

Evaluation of each proposal /quotation will be based on the following criteria:

Proposal Submission:

Bidders must submit one (1) hard copy of the technical proposal and one (1) CD containing electronic versions of **all** submission documents in the format of Microsoft Word. The technical proposal/quotation should be submitted in the following format and should be no more than 2 pages (excluding the resumes and curriculum):

1. Cover Letter
2. Technical proposal/quotation
3. Resumes of Key Staff
4. Copy of the Curriculum

Only complete submittals will be evaluated. Proposals are due no later than 3pm EDT on Friday, September 27, 2013 to: Sonda Norris-Lowe, 120 Bloomingdale Rd, Room 215, White Plains, NY, 10605.

ELECTRONIC SUBMISSIONS ARE NOT PERMITTED AND LATE PROPOSALS WILL NOT BE CONSIDERED.

Required Elements of Proposal/Proposal Format

A. Cover Letter

Respondents should submit a cover letter expressing their interest in the project(s) on company letterhead. The letter should contain, at a minimum, the following information:

1. Statement of interest.
2. Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
3. Respondent’s name, address, telephone number, fax number and e-mail address of the individual to contact regarding the submittal.
4. An authorized principal or partner of a firm shall sign the letter.

B. Training: Using the template below, select the training application you are proposing and the total cost. Cost Information includes, hourly instructional cost and other related cost, which may include materials that are required to implement the training program.

Training Application A

Business Information	Training Information	Respondent's Cost Information
Business Training Type:	Customized Training	
Business/Industry:	Hotel & Hospitality	
Training Location:	Westchester	
Type of Training:	Vocational Spanish as a Second Language	
Number of Trainees:	10	
Trainees' Positions:	Operations Supervisors and Administrative Staff	
# Hours per Session:	2 hrs	
# of Sessions:	20 or less	

Training Application B

Business Information	Training Information	Respondent's Cost Information
Business Training Type:	Customized Training	
Business/Industry:	Hotel & Hospitality	
Training Location:	Westchester	
Type of Training:	Supervisory Skills	
Number of Trainees:	15	
Trainees' Positions:	Operations and Administrative Supervisors	

# Hours per Session:	4 hrs	
# of Sessions:	2	

Training Application C

Business Information	Training Information	Respondent's Cost Information
Business Training Type:	Customized Training	
Business/Industry:	Hotel & Hospitality	
Training Location:	Westchester	
Type of Training:	Vocational English as a Second Language	
Number of Trainees:	12	
Trainees' Positions:	Housekeepers and Banquet Servers	
# Hours per Session:	2 hrs	
# of Sessions:	20	

Training Application D

Business Information	Training Information	Respondent's Cost Information
Business Training Type:	Customized Training	
Business/Industry:	Hotel & Hospitality	
Training Location:	Westchester	
Type of Training:	Supervisory Skills	
Number of Trainees:	26	
Trainees' Positions:	Guest Service Agents, Supervisors and Managers	

# Hours per Session:	4 hrs	
# of Sessions:	2	

Training Application E

Business Information	Training Information	Respondent's Cost Information
Business Training Type:	Customized Training	
Business/Industry:	Hotel & Hospitality	
Training Location:	Westchester	
Type of Training:	Supervisory Skills Training	
Number of Trainees:	10	
Trainees' Positions:	Hourly Lead Personnel	
# Hours per Session:	2 hrs	
# of Sessions:	20	

Training Application F

Business Information	Training Information	Respondent's Cost Information
Business Training Type:	Customized Training	
Business/Industry:	Hotel & Hospitality	
Training Location:	Westchester	
Type of Training:	Vocational English as a Second Language	
Number of Trainees:	12	
Trainees' Positions:	Housekeepers and Banquet Servers	

# Hours per Session:	2 hrs	
# of Sessions:	20	

Training Application G

Business Information	Training Information	Respondent's Cost Information
Business Training Type:	Customized Training	
Business/Industry:	Hotel & Hospitality	
Training Location:	Westchester	
Type of Training:	Supervisory Skills Training	
Number of Trainees:	15	
Trainees' Positions:	Front Desk Agents, F&B Servers, Supervisory and Administrative Staff	
# Hours per Session:	4 hrs	
# of Sessions:	4	

C. Qualifications and Experience of the Respondent(s)

The Respondents should show evidence of substantial knowledge and experience in successfully developing curriculum, and training materials and providing specified training. Respondents shall describe projects and experience of the past three years relevant to the draft scope of services described in Scope of Work, above.

D. Qualifications and Experience of Key Staff

Respondents shall identify the key individual(s) who will be working on this project (by name and position) and describe the work tasks completed. The respondent must also provide experience qualification of the individual(s), describing previous experience on similar projects in similar roles, and educational background. Resume(s) of these key individuals may also be included. Respondents shall also list any professional affiliations, licensers, and certifications that are pertinent to the work described in the Scope of Work.

E. References

Respondents shall submit names, addresses, e-mail and phone numbers of three (3) references familiar with the respondent's ability, experience, and reliability in the performance and management of projects of a similar nature.

Legal Understandings

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Quotations 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 Request for Quotations:

- To reject any or all proposals;
- To issue additional solicitations for proposals;
- To issue amendments to this RFQ;
- To waive any irregularities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;

- To exercise its discretion and apply its judgment with respect to any aspect of this 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;
- While this is a Request For Quotations 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.
- Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

PROPOSAL REQUIREMENTS

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

GENERAL CONTRACT REQUIREMENTS

If the County selects a proposal and negotiations are successfully completed with the selected proposer, a formal written contract, with specifications, will be entered into between the County and the successful proposer. The proposal, or any part thereof, submitted by the successful proposer may be attached to and become a part of the contract.

After selection of the successful proposer, 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 Westchester 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.

Indemnification and insurance:

If the proposer is selected, the proposer shall agree to the following:

- That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and
- 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.

If the proposer is selected, the County of Westchester and the proposer shall be named as insured on all policies obtained by the proposer and Certificates of Insurance shall be furnished to the County of Westchester by the proposer and an indemnity provision similar to that recited above will be included on all such insurance policies.

A currently dated Certificate of Insurance must be provided indicating the following coverage:

- General Comprehensive Liability of \$1,000,000.00 per occurrence for bodily injury; \$100,000.00 per occurrence for property damage
- Contractual Liability with same coverage
- Workers' Compensation for staff and enrollees
- Fidelity Bond of \$25,000.00 for each representative authorized to withdraw funds. This \$25,000.00 bond is required for any agency seeking an advance payment

- Automobile Insurance for owned, hired or non-owned autos:
\$1,000,000.00/\$100,000.00
- Westchester County must be listed as an additional insured and certificate holder on all certificates of insurance.

All policies shall be obtained from companies licensed to conduct business in the State of New York. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Aldrich, New Jersey.

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/her discretion.

Confidentiality of Records:

Each contracting agency must agree that all information, records, and data collected in connection with the contract shall be protected from unauthorized disclosures. In addition, the agency must agree to guard the confidentiality of recipient information. Access to recipient identifying information shall be limited by the agency to persons or agencies which require the information in order to perform their duties in accordance with the contract, including New York State, Westchester County, or the United States government. Any other party shall be granted access to confidential information only after complying with the requirements of State and Federal laws and regulations pertaining to such access. The County shall have absolute authority to determine if and when any other party has properly obtained the right to have access to this confidential information. Nothing herein shall prohibit the disclosure of information in summary, statistical, or other form, which does not identify particular individuals.

Recognition/identification of the funding source:

In the recognition and/or advertisement of programs funded through this grant the following must be identified and to include the EEO statement as follows:

"This program is supported by The Westchester/Putnam Local Workforce Investment Board with Workforce Investment Act funds provided by the U.S. Department of Labor."

"This program is an Equal Opportunity Employer/Program"

"Auxiliary aids and services are available upon request to individuals with disabilities"

Equal Employment Opportunity (EEO)

Workforce Investment Board are committed to a policy, which extends services to all individuals without discrimination on the basis of race, color, creed, handicap, national origin, sex, age, religion, political affiliation or belief, or citizenship. Westchester County,

the DSS/OWI and the Local Workforce Investment Board(LWIB) takes Affirmative Action to ensure that service is extended equitably and adheres to all applicable Equal Opportunity (EEO) Federal Legislation.

“This program is an Equal Opportunity Employer/Program”

“Auxiliary aids and services are available upon request to individuals with disabilities”

Accessibility:

Training programs and worksites must be accessible to the disabled in accordance with the Americans with Disabilities Act.

Agencies receiving funding under this RFQ, agree to abide by the Workforce Investment Act, Regulations, State and County policies applicable to the Law, and the guidelines and procedures established by the Office of Workforce Investment.

Conflict of interest:

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Westchester or who is a member of the Westchester/Putnam Workforce Investment Board. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

Compliance with laws:

The preparation of proposals, selection of vendors and the award of a contract are subject to provisions of all Federal, State and County laws, rules and regulations.

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.

Termination of Agreement:

The County may terminate an Agreement upon thirty (30) days notice in writing when the County deems such termination to be in its best interest.

The County shall retain the right, upon the occurrence of any release by the Governor of a proposed budget of the State of New York and/or the adoption of the State

budget or any amendments thereto, and after the County has a reasonable period of time to conduct an analysis of the impacts of such budget(s) on County finances, to terminate agreements or to renegotiate the amounts contained therein. If the County subsequently offers to pay a reduced amount to the contractors then the contractors shall have the right to terminate the agreements upon reasonable prior written notice.

Contents of proposal:

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 RFQ 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 (*) 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 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 the 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 RFQ.

Audit Language:

It is anticipated that the contract will include the following provisions:

The Provider agrees to submit to the County within one hundred twenty (120) days of the expiration each fiscal year which includes any part of the term of this Agreement, an audited financial statement and report of internal control, at Provider's sole cost and expense, for the preceding fiscal year prepared and signed by a Certified Public Accountant. The auditor shall comment that the funds provided by the County were spent in compliance with the Agreement and did not replace funds previously provided from another source nor contributed to any surplus. The financial statement shall include, but not be limited to, a summary of gross income and operating expenses attributable to the provision of services hereunder. Said summary shall be organized in conformance with the budget lines set forth in Schedule "B", if applicable. If the audited financial statement supplied by the Provider is not satisfactory in the reasonable opinion of the County Commissioner of Finance (or his designee), it shall be deemed a breach of contract by Provider and in addition to any other remedies that the County may have, the Provider shall not be eligible for any new contracts with the County for a period of up to five (5) years. The Provider shall establish and maintain separate accounting procedures for the funds provided hereunder which shall present an accurate record of the disbursement and use of the funds provided hereunder. Such accounting procedures shall conform to Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. If Provider has a contract similar to this contract in all material respects in the year prior to the execution of this Agreement, Provider shall supply an audited financial statement and report of internal control for the fiscal year which included the last year of such prior contract with the County within 120 days of the end of the fiscal year of Provider, unless agreed otherwise by the County Commissioner of Finance.

The LWIB shall withhold five percent (5%) of the amount of funds provided for each contract year until the County receives a satisfactory audited financial statement and report of internal control which is due to the County under the terms of this Agreement.

The LWIB shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Provider as are reasonably pertinent to this Agreement to substantiate the basis for payment, regardless of whether the Provider has submitted its own audit hereunder. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Provider to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit received from the Provider or an audit done by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Provider shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of the notice from the County.

The Provider further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Provider under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this Agreement. Unless the County shall, in writing, advise the Provider to the contrary, the Provider shall retain all financial records related to this Agreement for a period of six years after the expiration or termination of this Agreement.

In addition to any other remedies it may have, the County shall have the right to deduct from future contract payments, under any contracts the County may have with Provider, any funds the County may determine are owed to the County under this Agreement.

A proposal would not be considered complete if any of the application requirements or the budget limitation part is not met.

APPLICANT STATEMENTS

The proposal must include statements of the following:

“All information, including facts and figures used to generate this proposal, is current, accurate, and complete as of the date of this offer. All information is non-defective and non-fraudulent.”

“All training sites, worksites and service sites are accessible to the disabled in accordance with the Americans with Disabilities Act (ADA).”

EQUAL EMPLOYMENT OPPORTUNITY

All applicants must submit a copy of their existing Affirmative Action Plan with the proposal application.

AUTHORIZED SIGNATURE SHEET

The proposal shall be signed by an official authorized to bind the applicant, and shall contain a statement to that effect. The proposal shall also provide the following information: name, title, address and telephone number of individual(s) with authority to negotiate and contractually bind the applicant, and who may also be contacted during the period of proposal evaluation.

CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS (

All funded applicants will be required to sign a certification which stipulates that federally appropriated funds will not be paid to influence the award of contracts; and that, if other than federally appropriated funds are or will be paid for this purpose, a "Disclosure Form to Report Lobbying" will be completed and submitted in accordance with regulations.

All prospective recipients of federal funds must certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Applicants must also certify that they will provide a drug-free workplace.

Prospective recipients of federal funds who are unable to certify to any of the statements in the certification are required to attach an explanation to the proposal.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Westchester County Office of Workforce Investment will not enter into contract with any agency that does not provide the agency's written EEO Statement. In addition, where there has been an adverse finding or reasonable cause to believe discrimination has occurred within an agency, the County may, at its sole discretion, not enter into contract with that agency.

MINORITY BUSINESS QUESTIONNAIRE

Pursuant to local Law No. 27-1997, 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 Applicants to complete the questionnaire attached hereto.

MAC BRIDE 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 an applicant that does not execute a certification substantially in the form attached hereto. The Mac Bride Principles are designed to promote nondiscrimination in employment and freedom of the workplace in Northern Ireland.

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

Proposers are required to complete the questionnaire entitled "Required Disclosure of Relationships to County" attached hereto. In the event that any information provided in the completed questionnaire changes, proposer agrees to provide a revised "Required Disclosure of Relationships to County" form to the County within ten (10) business days of such event.

VENDOR DIRECT PAYMENT/ EFT AUTHORIZATION FORM

All payments made by the County to the Proposer will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Successful Proposers doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are provided herein. Payments will be automatically credited to the Proposer's designated bank account at the Proposer's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the successful Proposer to the Department of Social Services prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Proposer that fails to return the completed authorization form(s) prior to award of the contract will be considered non-responsive and the proposal may be rejected.

QUALIFIED TRANSPORTATION FRINGE PROGRAM

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §122(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders/Proposers shall submit the signed statement which is attached hereto. Notwithstanding the above, a proposer may submit to the Commissioner a Waiver Application in the form attached hereto.

CRIMINAL BACKGROUND DISCLOSURE

PLEASE TAKE NOTICE that pursuant to Executive Order No. 1-2008, the County shall have the right to bar any contractor, consultant, licensee or lessee 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, sublessees or sublicensees or 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 from providing work or services to the County or from being on County property if any of the above mentioned persons has either one of the following: (a) A conviction 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); (b) A pending criminal proceeding for a crime(s) as defined above; or (c) A refusal to answer such questions; where the following criteria apply: (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, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

BIDDERS/PROPOSERS THAT ARE AWARDED A CONTRACT SHALL BE REQUIRED TO SUBMIT A CERTIFICATION FORM AND ANY ADDITIONAL APPLICABLE CRIMINAL DISCLOSURE FORMS AS ATTACHED HERETO ALONG WITH THE EXECUTED CONTRACT. NOTWITHSTANDING THE ABOVE, A BIDDER/PROPOSER MAY QUALIFY FOR AN EXEMPTION FROM EXECUTIVE ORDER 1-2008 IF: (I) THE COUNTY HAS ALREADY CONDUCTED A BACKGROUND CHECK AND ISSUED A SECURITY CLEARANCE THAT IS IN FULL FORCE AND EFFECT FOR THOSE PERSONS; OR (II) IF 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 THE AGREEMENT THAT IS SOUGHT BY THIS RFQ AND THE SAME IS IN FULL FORCE AND EFFECT.

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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 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 Quotations.

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