

**WESTCHESTER/PUTNAM LOCAL WORKFORCE INVESTMENT AREA**

**REQUEST FOR QUOTATIONS**

**Grant Writing Services**

**In response to:**

**Upcoming**

**U.S. Department of Labor – Employment and Training Administration (ETA)**

**Competitive Funding Opportunities**

**ISSUE DATE: Thursday, April 12, 2018**

**DUE DATE: Monday, April 30, 2018 by 5:00 PM**

ISSUED BY

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

ON BEHALF OF

The Westchester/Putnam  
Local Workforce Development 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  
John Befus, Deputy Commissioner, Westchester County Department of Social Services  
Thom Kleiner, Executive Director, Office of Workforce Development

GEORGE LATIMER  
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**

## TIMETABLE

**Date of Issuance:** Thursday, April 12, 2018

**Informational Meeting:** Tuesday, April 24, 2018 from 3:00-4:00 PM

Westchester County One Stop Employment Center  
120 Bloomingdale Road, 2nd Floor  
White Plains, New York 10605

**Proposals Due:** Monday, April 30, 2018 by 5:00 PM

One (1) Original and Four (4) Copies must be submitted.

**Questions and Inquiries:** It is the policy of Westchester County to accept written requests for clarification from prospective proposers. Proposers should submit written requests for clarification of this RFQ no later than 12:00 pm on Monday, April 23, 2018 to **Sonda Norris-Lowe, Program Administrator (Employment and Training)** at: [SNL1@westchestergov.com](mailto:SNL1@westchestergov.com)

Formal written responses will be posted under “Doing Business with the County” and on the Westchester County RFP web site at [www.westchestergov.com/rfp](http://www.westchestergov.com/rfp) by Thursday, April 26 2018.

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

### **RFQ Amendments or Addenda**

Should the County find it necessary to amend this RFQ and/or issue any addenda, such documents will be posted to the Westchester County One Stop Employment Center web site at [www.westchesterputnamonestop.com](http://www.westchesterputnamonestop.com) under “Doing Business with the County” and on the County’s RFP website: <http://www.westchestergov.com/rfp> Proposers shall have an affirmative obligation to periodically monitor the website for any such amendments or addenda.

## Statement of Need

Westchester County Department of Social Services, on behalf of the Westchester-Putnam Workforce Development Board (WPWDB), is soliciting price quotations from one or more qualified and experienced grant writers to develop and submit proposals in response to three (3) upcoming Competitive Funding Opportunities by the United States Department of Labor, Employment and Training Administration (ETA): YouthBuild, RETAIN Demonstration Projects and Homeless Veterans' Employment and Training Service, as publicly posted online at [https://www.doleta.gov/grants/pdf/eta\\_funding\\_opportunities.pdf](https://www.doleta.gov/grants/pdf/eta_funding_opportunities.pdf) and <https://www.grants.gov/web/grants/search-grants.html>

### 1. YouthBuild

**Anticipated Publication: Winter 2018**

ETA plans to award approximately \$80 million in grant funds, dependent on the final FY 2018 appropriation, for the YouthBuild program, a community-based alternative education program for youth between the ages of 16 and 24 who are high school dropouts or who previously dropped out and subsequently re-enrolled, adjudicated youth, youth in and aging out of foster care, youth with disabilities, and other disadvantaged youth populations. The YouthBuild program simultaneously addresses several core issues important to low-income communities: affordable housing; education; employment; and leadership development. These grants will be awarded to organizations to oversee the provision of education, occupational skills training, including pre-apprenticeship and apprenticeship programs, and employment services to disadvantaged youth. YouthBuild programs must provide construction training and work on low-income housing in their communities but they can also offer additional in-demand industry training to align with local in-demand occupations and provide more diverse placement opportunities for youth who choose not to pursue construction careers.

Grant applicants may submit only one grant application in response to this announcement, and only if they were not awarded a YouthBuild grant in the previous year.

Eligible grant applicants are limited to:

- Community and faith-based organizations with IRS 501(c)(3) non-profit status (including women's and minority organizations);
- An entity carrying out activities under WIOA, such as a local workforce development board or One-Stop Career Center;
- Educational institutions, including a local school board, public school district, or community college;
- A community action agency;
- A state or local housing development agency;
- Any Indian and Native American entity eligible for grants under section 166 of WIOA, including Federally and Other Than Federally-Recognized Tribes, Native American non-profit organizations, and Native Hawaiian and Alaska Native organizations;
- A community development corporation;
- A state or local youth service conservation corps; and

- Any other public or private non-profit entity that is eligible to provide education or employment training under a Federal program and can meet the required elements of the grant. Approximately \$80 million in total is expected to be awarded under this opportunity through roughly 80 grants across the country. Individual grants will range from approximately \$700,000 to \$1.1 million and require a 25 percent match from applicants, using sources other than Federal funding.

## **2. RETAIN Demonstration Projects**

**Anticipated Publication: Summer 2018**

The Office of Disability Employment Policy (ODEP), in collaboration with ETA and the Social Security Administration, plan to award approximately \$55,000,000 to \$63,000,000 in cooperative agreement funds to plan and conduct pilot demonstration projects called RETAIN – Retaining Employment and Talent after Injury/Illness. RETAIN demonstrations will test the impact of early intervention projects on stay-at-work/return-to-work (SAW/RTW) outcomes. Central to these projects is the early coordination of health care and employment-related supports and services to help injured or ill workers remain in the workforce. To accomplish this, successful applicants will provide services through an integrated network of partners that include close collaboration between state and/or local workforce development entities, health care systems and/or health care provider networks, and other partners as appropriate.

The RETAIN Demonstration will be structured and funded in two phases. The initial period of performance (Phase 1) will be 18 months and will include planning and start-up activities, including the launch of a small pilot demonstration no later than month nine. We expect to provide approximately \$2,166,000 each to an estimated six state workforce agencies in the form of cooperative agreements for Phase 1. At the conclusion of the initial period of performance, a subset of up to three Phase 1 awardees will be competitively awarded supplemental funding of up to \$18,600,000 to implement the demonstration projects during Phase 2. Awardees will be required to participate in an evaluation, which will be designed in Phase 1 and conducted during Phase 2 by an external, independent contractor.

The following organizations are eligible to apply:

- State Departments of Labor, State Workforce Development Agencies, or an equivalent entity with responsibility for labor, employment, and/or workforce development; and
- Entities described in section 166(c) of WIOA relating to Indian and Native American programs. These entities include Indian tribes, tribal organizations, Alaska Native entities, Indian-controlled organizations serving Indians, or Native Hawaiian organizations. These applicants are not required to partner with Local Workforce Development Boards (LWDBs).

### **3. Homeless Veterans` Reintegration Program (HVRP), Incarcerated Veterans Transition Program (IVTP), and the Homeless Female Veterans` and Homeless Veterans` with Families Program (HFVWWF) (referred to collectively as HVRP)**

#### **Funding Opportunity Number: FOA-VETS-18-01**

The U.S. Department of Labor, Veterans Employment and Training Service, announces the availability of approximately \$12 million in grant funds authorized under Title 38 of United States Code (U.S.C.), Sections 2021 and 2023. You may apply for a 12-month grant. 2018 Option Year Award recipients are not eligible to receive funding from this competition for an identical project proposal. The grant period of performance is July 1, 2018 to June 30, 2019. The maximum limit for an individual award is \$500,000. The purpose of this program is to provide services to assist in reintegrating homeless veterans into meaningful employment within the labor force and to stimulate the development of effective service delivery systems that will address the complex problems facing homeless veterans.

The following organizations are eligible to apply: State Government, County Government, City or Township Government, Special District Government, Regional Organization, U.S. Territory or Possession, Public/State Controlled Institution of Higher Education, Private Institution of Higher Education, Indian/Native American Tribal Government (Federally Recognized), Indian/Native American Tribal Government (Other than Federally Recognized), Indian/Native American Tribally Designated Organization, Public and Indian Housing Agencies, Nonprofit Organizations, For-profit/commercial entities, State and Local Workforce Development Boards (SWDBs/LWDBs) established under the Workforce Innovation and Opportunity Act (WIOA), Other State and Local Government Agencies• Faith-based organizations.

#### **Implementation Strategy**

The WPWDB will employ the following strategy in developing the final grant proposal: 1) establish a partnership with entities that are necessary and required by the grant; 2) after the planning phase, the WPWDB will issue a solicitation(s) to procure service providers, as needed, to deliver the proposed program **if funded Successful submissions will be written into the grant proposal;** 3) the grant writer will be required to use the plan, successful submission from the solicitation(s) and other material gathered during the planning process to develop the final grant proposal.

**Contracts resulting from this RFQ shall be developed on an as-needed basis. Contract will start upon execution of the contract and terminate with the delivery of the final version of the grant application for which the vendor`s services were contracted.**

## **Grant Writer Eligibility**

Individuals and organizations, for-profit or not-for-profit, having at least two (2) years of demonstrable experience and specific expertise necessary to carry out the duties and responsibilities outlined in the Scope of Work may apply. The WPWDB reserves the right to check all references furnished and consider the responses received in evaluating the proposals.

## **Required Qualifications**

The WPWDB seeks experienced grant writers 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 grant writing for state, federal, public, and/or private entities. Demonstrated ability to identify and map grant guidelines to date, needs, expertise, feasibility, and fiscal priorities.
- 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.

## **Information Session**

An informational session for prospective proposers will be held **Tuesday, April 24, 2018 from 3:00-4:00 PM** at the One Stop Career 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.

**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](mailto:snl1@westchestergov.com). Verbal questions will not be permitted.

Formal written responses will be posted under “Doing Business with the County” and on the Westchester County RFP web site at [www.westchestergov.com/rfp](http://www.westchestergov.com/rfp) by Thursday, April 26 2018.

## **Scope of Work**

The successful respondents must be able to provide the following services:

1. Review grant solicitation guidelines and prepare a plan of action for tasks to be completed, by whom and by what dates.
2. It is the responsibility of the grant writer to conduct research and research related activities necessary to support the plan for the grant application. This will include local geographic, economic and labor market data and other data as required by the grant.
3. Convene and facilitate the meetings of the members of the partnership created for this grant application,
4. 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 grant proposal.
5. Assist with the development of local solicitation necessary to identify paid service providers that will be included in the final grant proposal.
6. Establish deadlines for when a draft grant application will be submitted to the issuing agency, and the deadline by which time revisions to draft application will be made based on Agency comments of draft.
7. Ensure that all necessary certification and/or letters of support are submitted with grant application.
8. Develop, at minimum, three (3) drafts of the proposal, including the grant budget narrative for review by the partnership and get their feedback before a final copy is submitted. The review period between each draft must not be less than one(1) work day.
9. The grant writers will be responsible to submit the final grant proposal to the issuing agency via grants.gov or mailed submission.
10. Provide proof of successful submission to the issuing agency as required under the grant.
11. Provide copies of the final proposal submission to the WPWDB on a CD

12. 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 grant submission.

### **Evaluation Criteria**

All proposals will first be reviewed to determine if they meet the minimum eligibility and qualification requirements of this RFQ. Those that meet these requirements will be deemed “responsive”, and will be evaluated by the review committee and ranked, based on the criteria set forth below. Those proposals that do not meet the minimum eligibility and qualification 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 determine, based on empirical information contained in the proposal, 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.

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

1. Experience
2. Capacity to provide service
3. Qualifications
4. Cost
5. Proposal Completeness

### **Required Elements of Proposal/Proposal Format**

Respondents are required to submit a hard copy. Respondents must submit a two-page written, 12pt font single space proposal and one (1) CD containing electronic versions of **all** submission documents in Microsoft Word format.

#### **A. Cover Letter Proposal Cover Sheet ( Schedule”A”)**

Respondents should submit a cover letter expressing their interest in the project. The letter should contain, at a minimum, the following information:

1. Statement of interest referencing grant writing.
2. Using the template below; summarize which grant(s) you are submitting a price quotation and cost to write the grant. Detail breakdown of all costs are required in section “E” below.

Grant	Cost per hour	Estimated Hours	Total Cost

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

**B. Qualifications and Experience of the Respondent(s)**

The Respondents should show evidence of substantial knowledge and experience in successfully writing proposals for competitive governmental grants. Respondents shall describe projects and experience of the past three years relevant to the draft scope of services described in Scope of Work, above.

**C. 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, educational background. Resume(s) of these key individuals may also be included and will be counted towards the page limit. Respondents shall also list any professional affiliations, licensures, and certifications that are pertinent to the work described in the Scope of Work.

**D. References ( Schedule "B")-** 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.

**E. Cost Information** - Respondents shall provide the overall cost of completing this project, the number of hours they expect to deploy, including any supporting personnel and the hourly billing rates. The respondents shall also include a break-out of general operating expenses, the costs associated with any materials or data collection services that may be required, or any other miscellaneous costs that are anticipated in the course of performing the tasks outlined. Overhead costs, including, without limitation, faxing, cellular phone air time, travel and computer processing time, must be borne exclusively by the selected respondent(s) as a cost of doing business.

**F. Project Management and Scheduling Expertise** - Respondents shall identify the management techniques that they are using to assure the completion of projects within schedule and budget.

- Demonstrated knowledge of the tasks required to meet the requirements of this proposal and the skills, abilities and talent necessary to successfully complete the tasks outlined
- Demonstrated knowledge of the time requirements for completion of all work required in the Statement of Work and the ability to finish all required work in the allotted time frame.

Only complete submittals will be evaluated. Proposals are due no later than **Monday, April 30, 2018 at 5:00 pm** to: Sonda Norris-Lowe, 120 Bloomingdale Rd, Room 217, White Plains, NY, 10605.

***Electronic submissions are not allowed and late proposals will not be considered.***

## **Legal representations**

### **Understandings**

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Quotes constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;
- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- 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 Quotes 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
- 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 Development 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 Development 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 Development Board(LWDB) 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 Development.

**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 Development 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 on 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 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 (\*) 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 RFP.

**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 LWDB 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 LWDB 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.

## **UNION CONSULTATION AND CONCURRENCE**

No program shall impair existing contracts for services, or existing collective bargaining agreements, unless the employer and the labor organizations concur in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt thereof. If applicable, provide dates of negotiations which took place. The proposal shall not be funded until the problem is resolved. If the labor organizations comment on, object, or cite any problems related to the training design or choice of occupation, you must provide full details concerning the comments or objections and any negotiations which took place.

## **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 (Provided in Schedule B)**

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 Development 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.

### **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 as Schedule "\_\_\_." 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.

### **HIPPA BUSINESS ASSOCIATE FORM**

### **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. 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.

## **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

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 RFP AND THE SAME IS IN FULL FORCE AND EFFECT

## **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 Proposals.

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

Proposer Name

By:

Name and Title

**Schedule "A"**  
**Proposal Cover Sheet**

Applicant:

Contact Person:

Mailing Address:

Telephone:

FAX:

E-Mail Address:

## **SCHEDULE "B"**

**Please list at least three (3) references, including name of client, address, telephone number and e-mail address.**