



**WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES
REQUEST FOR PROPOSALS**

**FOR THE PROVISION OF
EVICTON PREVENTION PROGRAM**

**PROPOSALS MUST BE SUBMITTED NO LATER THAN 3:00 PM
ON TUESDAY, FEBRUARY 9, 2010**

ISSUED BY

**The Westchester County
Department of Social Services
Office of Housing and Homeless Services
112 East Post Road, 5th Floor
White Plains, New York 10601**

ON BEHALF OF:

**ANDREW J. SPANO
WESTCHESTER COUNTY EXECUTIVE**

Kevin P. Mahon, Commissioner, Department of Social Services

Diane Atkins, First Deputy Commissioner, Department of Social Services
Diane Stern, Associate Commissioner, Department of Social Services
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REQUEST FOR PROPOSALS

SECTION I

APPLICATION INFORMATION

Notice is hereby given that Westchester County, through its Department of Social Services, is seeking proposals from qualified firms to provide an Eviction Prevention Program (EPP). The primary purpose of the EPP is to prevent the eviction of at-risk families and /or to obtain suitable permanent housing for such families.

Proposals will be accepted from , all public, not-for-profit, or proprietary agencies wishing to provide Eviction Prevention services to at-risk families who are referred to them by the Westchester County Department of Social Services (DSS) or the Housing Courts.

Applicants are urged to submit proposals that demonstrate a comprehensive program designed to meet the objective of the EPP program.

Copies of this Request for Proposal ("RFP") may be downloaded from the Westchester County Website, <http://www.westchestergov.com/viewopportunities.htm>

1. Proposal Due Date

All proposals must be received at 112 East Post Road, 5th Floor, and White Plains, NY 10601 and date stamped by 3:00 PM, February 9, 2010. Proposals received after the deadline for receipt of proposals will be considered late and will be returned. Faxed materials or materials sent via electronic mail will not be accepted. One original and (4) copies of the application should be sent to:

Katrina Alexander
Program Administrator
Department of Social Services
112 East Post Road, 5th Floor
White Plains, NY 10601

All applicants will be required to comply with all applicable Equal Opportunity laws and regulations.

Pursuant to Local Law No. 27-1997, it is the goal of the County to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the County.

The County of Westchester reserves the right to reject any and all proposals, in whole or in part, to enter into multiple contracts, and to make an award(s) as deemed in the best interest of the County. Further, the County reserves the right to waive any formalities or informalities contained in the RFP.

Proposals may not be withdrawn for ninety (90) days after the RFP due date noted above. If selected, the proposal or parts of it submitted in response to this RFP will become part of a contract with DSS subject to the approval of the Westchester County Board of Acquisition and Contract. At the time of contract development, awardees will be required to submit additional information for the final contract. DSS reserves the right to negotiate any aspect of a proposal in order to ensure that a final agreement meets the DSS objectives.

2. Procurement Schedule

Release Date of the Request for Proposals	December 31, 2009
Proposal Due Date	February 9, 2010
Notification of Awards	March 1, 2010
Anticipated Contract Start	May 1, 2010

Informational Session

One (1) Informational Session for prospective respondents will be held on Tuesday, January 19, 2010, from 10:00– 11:00 am at Department of Social Services, Room 502, 112 East Post Road, White Plains, New York 10601. This session is designed to provide important information about this initiative and to answer questions from the attendees regarding the RFP. DSS requests that all questions regarding this RFP be submitted in advance of the Informational Session to allow sufficient time for staff to research each question thoroughly and provide the appropriate response. All questions MUST be in writing and MUST be submitted as set forth below no later than 3:00 pm on, January 14, 2010. Questions regarding this RFP should be emailed to kka6@westchestergov.com.

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

3. Questions and Answer Information

All questions must be typed. Along with question(s) provide your name, organization, mailing address, fax number and e-mail address. Following the deadline for questions, the DSS will issue a summary of questions and answers. These will be posted to the Department of Social Service Website at <http://www.westchestergov.com/viewopportunities.htm>.

4. Eligible Applicants

The RFP solicits applications from all public, not-for-profit (including charitable and faith based organizations), or proprietary agencies which provide assistance to clients facing eviction in Westchester County. Applicants are urged to submit proposals that demonstrate a comprehensive

program designed to meet the objectives of DSS. Current DSS contractors must submit a proposal in response to this RFP to be considered for funding.

5. RFP Cycle and Contract Period

This RFP governs the provision of DSS services for an anticipated cycle starting on May 1, 2010 ending April 30, 2011.

6. Available Funds

For the contract year, (5/1/10 – 4/30/11) it is anticipated that the DSS will award up to a total of \$500,000 for all EPP contracts. Award amounts for subsequent years for individuals may change based on performance and the availability of funds.

7. Selection Criteria

Applications will be reviewed in accordance with the scoring criteria outlined below: Proposals will be evaluated on the following general criteria:

- The Responsiveness to the proposal to the RFP
- Completeness of the application
- Applicant's plan to address the need of families facing eviction or at-risk population;

Each rating score will consider the above general criteria. Each required proposal section will be separately scored. All proposals will be reviewed and assigned a competitive score. The following is provided as the relative weight for each section of the application package:

Community and Target Population	20
Program Description	20
Organizational Qualification	20
Budget	20
Outcomes and Performance Targets	20
Total	100

DSS reserves the right not to award any contracts pursuant to this RFP.

SECTION II

PROGRAM INFORMATION

The primary purpose of the EPP through a variety of avenues is to prevent evictions of at-risk families referred to contractors by the Department of Social Services and the Housing Courts. Eviction Prevention Program will address the housing needs of low – income households with the primary goal of preventing families from becoming homeless. The EPP staff is required to operate their program within each of the four Westchester County District Offices located in Mount Vernon, Peekskill, White Plains and Yonkers.

1. Eligible Population

The eligible population to be served with EPP funds is families who are receiving, or eligible to receive assistance under the New York State Family Assistance Program and Safety Net Assistance Program and have a court proceeding against them for an eviction for non-payment of rent. Low income families with household incomes at or below 200% of the U. S. Poverty Income Guidelines are also included in this category.

2. Service Plan Requirements

Contractors awarded funding under this RFP shall provide eviction prevention services which include, but are not limited to, the following:

- Direct Services:
 - Provide intervention services that allow low – income families to maintain existing housing in each of the four Westchester County District Offices.
 - Maintenance of a complete case record for each served family.
 - Review clients' finances, resources and credit reports to determine their ability to pay rent.
 - Provision of credit/money management counseling and conduct workshops related to budgeting and financial management.
 - Assist client to secure eviction prevention funds other than from the Department of Social Services to satisfy rent arrears by furnishing referrals to community resources and other service providers.
 - Ability to access other services and entitlement programs for tenants facing eviction.
 - Assist clients in filling out applications for public housing, including applications for Section 8 vouchers.
 - Coordinators will appear in housing courts in Yonkers, Mount Vernon, White

Plains and throughout Westchester County to resolve conflicts including lease disputes, rent arrears and code violations.

- Advocacy: The contractor shall intervene on the behalf of each served family to proactively resolve the served family's housing emergency. The contractor shall also coordinate comprehensive housing advocacy services for the served family including asking landlords to make repairs so that dwellings remain habitable . The contractor shall provide direct individual intervention with tenants in imminent danger of losing their housing.
- Legal Assistance: Upon the contractor's determination to refer a served family to a legal service provider, the contractor may make direct referrals or provide the family with a printed list of qualified legal services providers, including the Legal Services of the Hudson Valley and similar agencies and their hours or days of intake. Contractor will be required to represent the families in eviction proceedings, rent overcharges, rent increases and the recovery of security deposits.
- Telephone Housing Counseling Hotline: Provide guidance, advocacy and referral services for tenants over the telephone through the Telephone Housing Counseling Hotline. Customer will have an option to meet with counselor at the office and counseling shall be available in English and Spanish and arrange for translation services to provide services to customers who speak other languages.
- Housing Referrals:
 - Work in collaboration with the Department of Social Services, Westchester Residential Opportunities, Inc. and other agencies to provide weekly listings of available affordable housing in Westchester County.
 - Create a network of realtors and agencies to provide referrals in connection with the Department of Social Services Housing Office.
 - Seek rental assistance from other agencies; loans from support groups and assistance from local churches to tenants with non-payment petitions.
 - Negotiate directly with management companies and landlords to develop acceptable re-payment arrangements.
 - Create and maintain a database of potential units available to house tenants facing eviction.

3. Staffing Requirements

The Contractor will be responsible for recruiting, hiring, training, supervising and retaining qualified personnel. All candidates for employment must complete written employment applications, which include information regarding the candidate's most recent employer(s) and prior criminal convictions.

The Contractor shall hire qualified homelessness prevention workers. The personnel hired shall be knowledgeable about and experienced in tenant's rights and public benefits advocacy. To the

extent possible, staff shall be bilingual (English /Spanish or other second language statistically relevant to the Westchester County population).

4. Performance Measurement/Outcomes

The terms and conditions for all funded projects will be specified in a detailed contract which will be negotiated with the Westchester County Department of Social Services and signed by both parties before any payments are made. In addition, an agreement must be approved by the County Board of Acquisition & Contract, the Department of Social Services and the Office of the Westchester County Attorney. Successful applicants will be sent the complete standard contract for execution.

EPP contracts administered by the selected providers are expected to:

- Divert customers from becoming homeless
- Provide intervention services that allow tenants to maintain existing housing
- Assist tenants who is facing an eviction with securing replacement permanent housing
- Reduce the number of homeless families
- Retain or obtain affordable housing
- Inform DSS about recipient moves and receive DSS approval, where appropriate, for these moves.
- Increase the number of interventions that resulted in tenants maintaining their housing.

SECTION III

CONTRACTOR PROFILE

1. Company Information/Contractor's History

- a. Company name and address.
- b. Describe the nature of your organization (e.g. business corporation, not for profit corporation, proprietorship, etc.). Provide copy of certificate of incorporation identifying address and location of corporate headquarters (Main office).
- c. Year founded and brief history of the firm and its principals.
- d. Total number of staff and types of positions.
- e. Location(s) from which services will be performed.

2. Qualifications and Experience of Personnel

- a. Provide resumes of the key staff that will be assigned to this project. Describe the qualifications and background of your staff, insofar as they relate to this project.
- b. Describe other projects involving technical services similar to those requested in this RFP. Describe role and experience of key personnel assigned to similar projects that will be assigned to this project.

3. Financial Viability

- a. Financial Statements

For non-governmental agencies, submit current financial statements prepared and certified by an independent CPA and/or internal statements if certified statements are not available or have not been issued within the past twelve (12) months.

- b. Indebtedness to County, Liens and Litigation
 - i. Submit a statement as to indebtedness, if any, to the County; and
 - ii. Submit a listing of all outstanding liens, if any, against the Proposer; and
 - iii. Submit a summary of litigation, if any, against the Proposer and its disposition.

4. Client History

Provide a list of all clients for whom you have provided similar services within the last

three years. For each client, provide the following:

- a. Client Name;
- b. Client Address;
- c. Contact Name, Title, and telephone number;
- d. Services provided and time period.

5. References

- a. From the list provided in response to paragraph 4, entitled “Client History”, indicate at least three client references for similar projects.
- b. Provide a list of all contracts with the County of Westchester within the last five years (regardless of type of service) and the time period for those services and your primary County contact.

SECTION IV

LEGAL REPRESENTATIONS

1. 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 Proposals 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 RFP;
- 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 RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- 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 Proposals and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- 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.

2. 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.

3. CONTRACT

After selection of the successful proposer, a formal written contract (in a form substantially similar to the attached) will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION

TO THE BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

INDEMNIFICATION AND INSURANCE

The propose accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

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

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

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

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

4. 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.

5 CONFLICT OF INTEREST

All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Westchester. Further, all firms 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.

6 COMPLIANCE WITH LAWS

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

7 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 asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " * **THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

8 MBE/WBE

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 Proposers to complete the questionnaire attached hereto as Schedule "B."

9 MACBRIDE PRINCIPLES

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as Schedule C. Therefore, the County asks Proposers to complete the certification attached hereto as Schedule "E."

10 RELATIONSHIPS TO COUNTY

Proposers are required to complete the questionnaire entitled "Required Disclosure of Relationships to County" attached hereto as Schedule "F." 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.

11 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 as Schedule "H" 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 RFP and the same is in full force and effect.

12. 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

§132(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 as page 1 of Schedule "G". Notwithstanding the above, a Proposer may submit to the Commissioner a Waiver Application in the form attached hereto as page 2 of Schedule "G".

13. INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

14. 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

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF WESTCHESTER

$$\left. \begin{array}{l} \} \\ \} \\ \} \end{array} \right\} \text{SS.}:$$

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

Date:

Notary Public

SECTION V

SCHEDULES

SCHEDULE "A"

SCOPE OF SERVICES

Agency Name:

Title of Program:

Program History: *When did the program begin and why? (2 -3 sentences only)*

Program Justification: *What is the public purpose of this contract? What are the goals and objectives? Why are the goals and objectives in the best interest of the Department in terms of fiscal responsibility? Why are the goals and objectives in the best interest of the Department in terms of public safety, public health and/or the environment?*

Program Capacity: *How many will you serve? Please indicate the projected number of families, individuals or children to be served. Please indicate the monthly capacity and the annual unduplicated number to be served.*

Target Referral: *Whom do you serve? Who submits referrals to the program? Include age range, gender and/or unique population.*

Program Description: *What services are you providing? How are services provided? Organizational Chart, Board of Directors, and Job Descriptions should be attached. Logic models, if current, should be submitted.*

Program Outcome: *How do you measure program success? What impact will the services rendered have on families, individuals, children, and the community? What would be the negative consequence of not doing this contract?*

Performance Measurement Indicators: *Target milestones towards achieving Program Outcomes. How are these targets measured?*

SCHEDULE "B"

BUDGET

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS

(Contractor)

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

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

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

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

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE “D”

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

(For Informational Purposes Only)

As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

_____ No

_____ Yes (as a business owned and controlled by persons of color)

_____ Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

3. Are you certified with the State of New York as a minority business enterprise (“MBE”) or a women business enterprise (“WBE”)?

_____ No

_____ Yes (as a MBE)

_____ Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

_____ No

_____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE “E”

CERTIFICATION REGARDING BUSINESS DEALINGS **WITH NORTHERN IRELAND**

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

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

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

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

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another Contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

SCHEDULE "F"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

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

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

2. Do any officers or employees of the County have an **interest** in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

Authorized Company Official shall sign below and type or print information below the signature line:

Name:

Title:

Date:

SCHEDULE "G"

**STATEMENT OF ENROLLMENT IN A
QUALIFIED TRANSPORTATION FRINGE PROGRAM**

1. I am the _____ of _____.
(title) (Bidder's/Proposer's full legal name)

2. This statement is not applicable because *(check all that apply, skip number 3 and sign below)*:

The total value of the contract is less than \$100,000 in any twelve month period during the contract term.

Bidder/Proposer employs less than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week.

(If question 2 does not apply proceed with question 3 and sign below).

3. This Statement is applicable and is submitted in order to comply with the requirements of Executive Order No. 7-2005 of the County of Westchester which requires prospective contractors, concessionaires and vendors to submit a signed statement at the time of procurement of the contract that they are enrolled in or have initiated the process to enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code.

As of the date hereof the above indicated Bidder/Proposer:

is enrolled in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code, or

has initiated the process of enrolling in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code and will notify the appropriate County personnel in writing upon the commencement of their participation in such a program.

signature

date

SCHEDULE "G"

WAIVER APPLICATION
Qualified Transportation Fringe Program

Date: _____
Name: _____
Company: _____
Address: _____

This Application for a Waiver from the requirements of Executive Order No. 7-2005 is being submitted based upon one of the following:

an inability to comply with Executive Order No. 7-2005, or

hardship would result from such compliance.

Provide detailed explanation below:

signature of authorized company official

Approved: _____

Disapproved: _____

Date: _____

Commissioner or Department Head

Contract # _____
Name of Consultant/Subconsultant _____

SCHEDULE “H”

CONSULTANT

CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following “Persons Subject to Disclosure” (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

If any of the above mentioned Persons Subject to Disclosure 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 Subject to Disclosure 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 Subject to Disclosure 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).

Accordingly, the Consultant is required to review these Instructions and complete Schedule “H-1” as well as any other applicable criminal disclosure forms (i.e., “Schedules H-2” through “H- 5,” together with “H-1,” collectively referred to as “Disclosure Forms”).

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Consultant shall notify the Procuring Officer¹ in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Consultant is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Consultant and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

If the Procuring Officer determines that the Consultant is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Consultant in writing, and the appropriate Disclosure Forms shall be required.

¹ “Procuring Officer” shall mean the head of the department or the individual(s) authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

It shall be the Consultant's duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Consultant to submit a completed Certification Form annexed hereto as Schedule "H-1," which certifies that the Consultant and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Consultant or any Person Subject to Disclosure (also referred to as "Person") affirmatively advise that they have been convicted of a crime said Person shall be identified in Schedule "H-2" and shall complete Schedule "H-3," entitled, "Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime."

Should the Consultant or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Schedule "H-2" and shall complete the form annexed hereto as Schedule "H-4," entitled, "Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges."

Should the Consultant or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed in Schedule "H-5."

It shall be the duty of the Consultant to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Consultant to assure that all of their proposed Subconsultants complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Consultant needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Consultant.

The Consultant shall be required to make the same inquiry and forward updated

Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.**

THE CONSULTANT HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY UPDATES TO THE COUNTY AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 1-2008.

Any failure by the Consultant to comply with the disclosure requirements of Executive Order 1–2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County a material breach by the Consultant and shall be grounds for immediate termination of this Agreement by the County.

Contract # _____
Name of Consultant/Subconsultant _____

SCHEDULE "H-1"

CONSULTANT AND ALL PERSONS SUBJECT TO DISCLOSURE²
CERTIFICATION FORM

IF THIS FORM IS COMPLETED BY A SUBCONSULTANT CHECK HERE³ _____

I, _____, am
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW AND THEN COMPLETE APPLICABLE DISCLOSURE)

_____ a principal of the Consultant & authorized to execute this Certification Form;

_____ a representative of the Consultant & authorized to execute this Certification Form;

A. PRINCIPAL/REPRESENTATIVE DISCLOSURE

(CHECK APPROPRIATE RESPONSE BELOW)

I am a principal or a representative of the Consultant authorized to execute this Certification Form and my answers to the questions below are as follows:

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

_____ Yes _____ No

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

_____ Yes _____ No

B. CONSULTANT DISCLOSURE

² Persons Subject to Disclosure are identified and defined in Schedule "F," pursuant to Executive Order 1-2008.

³ If this Certification Form is being completed by a Subconsultant, please consider all references to "Consultant" to mean "Subconsultant."

Based upon my own personal knowledge or having made all necessary efforts to obtain the facts, the answer to the questions below are as follows:

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

____ Yes

____ No

2) Is the Consultant subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

____ Yes

____ No

C. PERSONS SUBJECT TO DISCLOSURE

I hereby certify that all of the Persons Subject to Disclosure, as previously defined under this Contract that will or are intended to provide services, work or intended to be on County property under this Contract have been asked the following questions:

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

____ Yes

____ No

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

____ Yes

____ No

If the answer is “yes,” to any of the questions in Sections “A,” “B,” or “C” above, please list the

names and titles of all such Persons in Schedule “H-2.” In addition, the Persons identified in Schedule “H-2” must complete Schedule “H-3” or “H-4.”

Schedule “H-3” must be completed by those Persons who have previously been convicted of a crime.

Schedule “H-4” is provided for those Persons who are subject to pending criminal charges.

If a Person refuses to answer any of the questions in Sections “A,” “B,” or “C” above, the name and title of said Person shall be listed in Schedule “H-5.”

CONSULTANT CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Consultant shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:

Title:

Date:

Notary Public

Date

Contract # _____

Name of Consultant/Subconsultant _____

SCHEDULE “H-2”⁴

**NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE
THAT ANSWERED “YES” TO ANY QUESTION IN SCHEDULE “F-1”**

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

Note: If more names and titles must be added, please attach a separate page entitled, “Schedule H-2 Continued.”

CONSULTANT CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Consultant shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or

⁴ If this Certification Form is being completed by a Subconsultant, please consider all references to “Consultant” to mean “Subconsultant.”

extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:

Title and Date:

Sworn to before me this ____
day of _____, 20____

Notary Public
State of

Contract # _____
Name of Consultant/Subconsultant _____

SCHEDULE “H-3”

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO HAVE BEEN CONVICTED OF A CRIME**

The conviction of a crime will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the prior conviction(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to Contract)

- 1) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3) Please provide the date and place of each conviction.

- 4) Please provide your age at the time of each crime for which you were convicted.
- 5) Please provide the legal disposition of each case.
- 6) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:
Title:
Date:

Sworn to before me this ____
day of _____, 20____

Notary Public
State of

Date

Contract # _____
Name of Consultant/Subconsultant _____

SCHEDULE “H-4”

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO ARE SUBJECT TO PENDING CRIMINAL CHARGES**

A pending criminal charge will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the pending charge(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) *(Title Relevant to Contract)*

- 1) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:

Title:

Date:

Sworn to before me this _____
day of _____, 20____

Notary Public
State of

Date

SCHEDULE “H-5”⁵

PERSONS THAT REFUSED TO ANSWER

Please list the names and titles of each Person that refused to answer any of the questions in “Schedule H-1.”

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

CONSULTANT CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Consultant shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:
Title:
Date:

Notary Public

⁵ If this Certification Form is being completed by a Subconsultant, please consider all references to “Consultant” to mean “Subconsultant.”

SECTION VI

APPLICATION PACKAGE

WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES EVICTION PREVENTION PROGRAM (EPP)

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Contract Term (dd/mm/yy – dd/mm/yy)
PROGRAM NAME

Contract Agency: _____

Program Title: _____

**Total Contract
Program Budget:** _____ (100%)

DSS Funds
Requested: _____ (____% of Total)

Other funding
Source Amt _____ (____% of Total)

Agency Address:			
Street	City	State	Zip Code

Federal Id:_____

**Period of Actual
Program Operation – From:_____To:_____**

Charities Reg#:_____

☐ Executive Director ☐ Board Chairperson

Signature

Phone Number

Fax Number

Cell Phone Number

E-Mail Address:_____

Program Contact Person

Title

Phone Number**Fax Number****Cell Phone Number**

E-Mail Address:_____

Fiscal Officer

Title

Phone Number**Fax Number****Cell Phone Number**

E-Mail Address:_____

The Agency is: (check off all that apply)

☐ MWOB

☐ Private ☐ Not-for-Profit

☐ Public

☐ Religious Corporation

SECTION B

PROGRAM PLAN

(Using your own format – 5 page limit, font size- 12 pts. Times New Roman)

1. **COMMUNITY:** Describe the community in which the services will be delivered. Your description should include the following information:
 - i. List the location(s) where the services will be provided
 - ii. Describe the availability of safe, affordable housing. Identify the sources.
 - iii. Describe the most prevalent reasons for loss of housing.
 - iv. Describe the barriers that the population must overcome to obtain and retain permanent affordable housing.
2. **TARGET POPULATION:** Describe the characteristics of the household (what household is a typical EPP eligible family?). Include the following information:
 - i. What are the special needs of this population?
 - ii. What are the unique circumstances that this population faces?
3. **ORGANIZATION QUALIFICATIONS:** Describe your agency and how the proposed program will be operated. Your descriptions should address the following:
 - i. Describe the agency's experience in providing services to homeless and at risk populations.
 - ii. Tell us how many TANF/Family Assistance and Safety Net Assistance households you presently serve.
 - iii. Describe how you will utilize your current expertise and capacity to implement services under this program.
 - iv. Are there other programs or services that your organization operates? How will these programs be used to enhance the effectiveness of your proposed program?
 - v. Describe how delivery of services will be supervised to ensure that results are achieved and properly documented.
4. **PROGRAM:** Describe the methodology that you propose to use to achieve the required EPP outcomes. Include in your description the following:
 - i. Describe referral and intake process
 - ii. Describe the risk assessment and service plan development
 - iii. Describe the direct services that will be provided.
 - iv. Describe the indirect services that will be provided and what organization will be responsible for the provision of these services.

- v. Describe program follow-up procedures.
5. STAFFING PLAN: Please give a detailed listing of all staff that will participate in the Program and their expertise in such area.

STAFFING PLAN

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	PERCENTAGE OF TIME DESIGNATED TO PROGRAM

SECTION C

BUDGET

**WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES
EVICTIION PREVENTION PROGRAM (EPP)**

OBJECT OF EXPENSE	COUNTY FUNDS	OTHER FUNDING SOURCE	TOTAL COSTS
1. Personnel			
2. Fringe Benefits			
3. Personal Services Total (Lines 1+ 2)			
4. Consultants			
5. Travel			
6. Equipment			
7. Supplies			
8. Contractual Services			
9. Other Expenses (Define)			
10. Indirect Charges/Administrative Costs*			
11. Non –Personal Services Total (Lines 4-10)			
Project Total (Sum of Line 3 and 11)			

*Agency Indirect/Administrative Costs are limited to no more than 15 percent of the award.

**WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES
EVICTION PREVENTION PROGRAM (EPP)**

PERSONNEL SERVICES BUDGET
(See lines 1-3 of Budget Statement)

INSTRUCTIONS: List all staff positions, the percentage of time they will spend on the project and annual salaries, including fringe benefits, and briefly outline project responsibilities. Funds for agency administrative costs will be limited to 15 percent of the award.

Position Title	Base Salary	Percent to Project	County Funds	Other Funds	Total Costs
Personnel Total			\$ 0.00	\$ 0.00	\$ 0.00
Fringe Benefits Total _____ % Rate					
Total Personal Service Costs					

Explanation/Justification:

Please provide a brief description of the individual's duties, and justification for inclusion in the budget.

**WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES
EVICTION PREVENTION PROGRAM (EPP)**

NON-PERSONNEL SERVICES BUDGET CATEGORIES

On the forms below, briefly describe the expenses that are included in each of the budget categories. Be sure to explain how each expense is related to producing the anticipated result. Document those items that will be supported through other funding sources or in-kind donations and identify the specific resource. Use the following instructions as a guide for describing the non-personal services budget categories.

Consultant Costs (see line 4 of the Budget Statement) – Explain the need and/or purpose for the contractual/consultant service. Be sure to include expenses such as rental of equipment, lease agreements, printing and advertising. For consultants, specify time, amount and function of the agreement. **Provide copy of the contract.**

Travel Costs (see line 5 of the Budget Statement) – These costs are reimbursed at the rates established by Westchester County. Only travel costs for personnel listed under the Personnel Services Costs and under limited circumstances, client travel costs are acceptable. Explain which staff will be traveling in relation to the project, the designation, purpose, mode and frequency of the travel.

Equipment (see line 6 of the Budget Statement) – Equipment is any non-consumable, tangible property having a useful life of more than a year and an acquisition cost of \$100 or more per unit. Substantial equipment purchases should be avoided. Equipment purchased with County funds becomes the property of the County and reports on the use of the equipment must be submitted annually to the Westchester County DSS for the useful life of the equipment, which may be up to 10 years. If the equipment is no longer needed for the approved purpose, it must be returned to Westchester County DSS. Therefore, it is to the benefit of the sponsor to purchase needed equipment from local income whenever possible. Equipment rental should be listed under Contractual Services Costs.

Supplies (see line 7 of the Budget Statement) – List major supply items (e.g. office supplies, program supplies, or janitorial). Justify these costs in relation to number of staff and their programmatic functions.

Contractual Services (see line 8 of the Budget Statement) – List costs for services of other than a personnel nature rendered to the program under a formal or informal contract. This category includes rental and leasing of equipment and real estate rental.

Other Expense (see line 9 of the Budget Statement) – Include items not applicable under any other category (e.g. postage, utilities, client travel, and telephone)

Indirect Charges (see line 10 of the Budget Statement) – Any cost which is budgeted completely or partially in an itemized direct costs category may not be part of the budgeted indirect costs. Normally, indirect costs are those that may apply to several programs, areas, or

functions of the provider agency and are not readily or easily assigned to a specific program. The sub-division of such costs on a direct basis to each specific provider, service and operation may cause detailed accounting and is not desirable. For this RFP, an indirect rate up to 15% may be charged with proper supporting documentation. The indirect cost rate may not include any portion of costs that are assignable to other federal, state or provider agency programs.

CONSULTANT COSTS (See line four of the BUDGET STATEMENT)

ITEM	COUNTY FUNDS	OTHER FUNDS	TOTAL COSTS
TOTAL CONSULTANT COSTS			

Explanation/Justification:

Please provide a brief description of the consultant services to be provided and a breakdown on a cost per hour basis, in addition an explanation/justification).

TRAVEL/PER DIEM COSTS (See line five of the BUDGET STATEMENT)

ITEM	COUNTY FUNDS	OTHER FUNDS	TOTAL COSTS
TOTAL TRAVEL/PER DIEM COSTS			

Explanation/Justification:

Breakdown by cost per mile for the number of miles traveled. Cost per mile not to exceed the current rate established by Westchester County.

EQUIPMENT COSTS (See line six of the BUDGET STATEMENT)

ITEM	COUNTY FUNDS	OTHER FUNDS	TOTAL COSTS
TOTAL EQUIPMENT COSTS			

Explanation/Justification:

SUPPLY COSTS (See line seven of the BUDGET STATEMENT)

ITEM	COUNTY FUNDS	OTHER FUNDS	TOTAL COSTS
TOTAL SUPPLY COSTS			

Explanation/Justification:

CONTRACTUAL SERVICES COSTS (See line eight of the BUDGET STATEMENT)

ITEM	COUNTY FUNDS	OTHER FUNDS	TOTAL COSTS
TOTAL CONTRACTUAL SERVICES COSTS			

If Contractual Services are sub-contractors with providers, please list providers (use additional pages if necessary).

Explanation/Justification:

OTHER EXPENSES (See line nine of the BUDGET STATEMENT)

ITEM	COUNTY FUNDS	OTHER FUNDS	TOTAL COSTS
TOTAL OTHER EXPENSES			

Explanation/Justification:

INDIRECT CHARGES/ADMINISTRATIVE COSTS (See line ten of the BUDGET STATEMENT)

ITEM	COUNTY FUNDS	OTHER FUNDS	TOTAL COSTS
TOTAL INDIRECT CHARGES/ ADMINISTRATIVE COSTS			

Explanation/Justification:

Indirect Charges/Administrative costs are limited to no more than 15 percent of the award.

SECTION D

MILESTONES

Provide projections for the Program Period for each service provided to the client/tenants under the Objectives column. List the activities involved with carrying out the objectives and the time frames associated with each objective, provide details of how measurements of objectives will be verified.

OBJECTIVES	ACTIVITIES	ANTICIPATED ACHIEVEMENT AND/OR TIME FRAMES (Include Verification Approach)

SECTION E
ATTACHMENTS

1. BOARD OF DIRECTORS' PROFILE

NAME AND ADDRESS	CURRENT OCCUPATION	LENGTH OF BOARD SERVICE AND POSITION ON BOARD

2. FUNDING AGENCY CONTACT INFORMATION FORM

List all sources of agency funding received during the last three-year period from Federal, State, County or other local government. Please include the applicable contract manager(s) as a reference(s).

Name of Funding Source	Funding Source Representative (Individual Name and Phone Number)	Purpose of Funding	Time Period of Funding	Funding Amount

Vendor's Name – Contract #
Eviction Prevention Program
____ Quarter 20____
Performance Measure Indicator

	Families	Singles
Total number served YTD (unduplicated)		
Yearly Contract Capacity		

	Month:	Month:	Month:	Quarterly Totals
Number Served during Month				
Number of New Referrals				
Number of Issues Resolved				
Number of Pending Referrals				
Number of Interventions that resulted in Tenant maintaining existing housing				
Number of Interventions that resulted in Tenant securing replacement (permanent) housing				
Number of Tenants Placed in Shelter				
Number of Tenants made own arrangements				
<u>Below Questions for Office Use Only</u>				
Total number of site visits by DSS				
Were the Statistics and PMI submitted by the established deadline?				
Was the Claim submitted by the established deadline?				

MONTHLY STATISTICAL SUMMARY								
Vendor's Name			Contract #					
Month	Number Served During Month	Number of New Referrals	Number of Issues Resolved	Number of Pending Issues	Intervention Resulted in Tenant Maintaining Existing Housing	Intervention Resulted in Tenant Securing Replacement (Permanent) Housing	Tenant Placed in Shelter	Tenant Made Own Housing Arrangements
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
TOTAL								

Vendor's Name
EVICTIION PREVENTION PROGRAM

CONTRACT #

EVICTIION PREVENTION PROGRAM PARTICIPANT ROSTER

	Referral Date	Last Name	First Name	Social Security Number	TANF Case Number	Referred From	Intervention Resulted in Tenant Maintaining Existing Housing	Intervention Resulted in Tenant Securing Replacement (Permanent) Housing	Tenant Placed in Shelter	Tenant Made Own Housing Arrangements
							Enter Date	Enter Date	Enter Date	Enter Date
1										
2										
3										
4										
5										
6										
7										
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