# REQUEST FOR PROPOSALS

# FOR

# PEER SUPPORT AND SUICIDE PREVENTION SERVICES TO VETERANS

**ISSUE DATE: August 14, 2026**
**DUE DATE: September 18, 2026 at 4:00pm**


Issued By:

Michael Orth, M.S.W.
Commissioner

Westchester County
Department of Community Mental Health
112 East Post Road – 2nd Floor
White Plains, New York 10601

## I. PROPOSAL INFORMATION

The County of Westchester (the "County"), acting by and through its Department of Community Mental Health (the "Department" or "DCMH"), is requesting proposals from qualified vendors to provide the County with peer support services to veterans and their families through a New York State ("NYS") Office of Mental Health ("OMH") funded peer support suicide prevention program that works to prevent suicide by meeting the needs of veterans and their families.

Copies of this Request for Proposals ("RFP") may be downloaded from the County's website for RFPs: https://rfp.westchestergov.com/rfp/rfps under "Peer Support And Suicide Prevention Services To Veterans".

### A.) PROCUREMENT SCHEDULE

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| Issue Date: | August 14, 2026 |
| Requests for Clarification Due: | August 26, 2026 at 12:00 pm |
| Written Responses to Requests for Clarification Posted: | on or before August 31, 2026 |
| Due Date: | September 18, 2026 at 4:00 pm |

*All times specified above and elsewhere in this RFP shall be understood to be Eastern Time.*

### B.) REQUESTS FOR CLARIFICATION

All requests for clarification must be submitted, as set forth below, no later than 12:00 pm on August 26, 2026. All requests for clarification must be emailed to Annette Peters-Ruvolo at apr5@westchestercountyny.gov.

The subject line of the email message must read "Request for Clarification – Peer Support And Suicide Prevention Services To Veterans" and, where technologically available, the email message must have an indicator marked for 'urgent', 'high importance' or an equivalent.

Formal written responses will be distributed by the County on or before August 31, 2026 by being posted on the County website for RFPs: https://rfp.westchestergov.com/rfp/rfps.

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

### C.) PROPOSAL CONTENT

Each proposal must include the listed items below. Any proposal that does not contain everything specific below and/or does not conform to the below-described guidelines for proposals will not be reviewed or considered. Please be sure to include *all* information requested.

1.) Cover letter, conforming to the guidelines specified below.

2.) Proposer Certification (Section IV), including the applicable acknowledgement and certificate of authority document(s).
3.) Schedule "D": Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women.
4.) Schedule "E": Certification Regarding Business Dealings with Northern Ireland.
5.) Schedule "F": Disclosure of Relationships to County.
6.) Schedule "G": Criminal Background Disclosure.
7.) Schedule "H": Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans.
8.) Schedule "I": Certification Regarding Debarment and Suspension.
9.) Schedule "J": Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals.
10.) Schedule "K": Certification Regarding Lobbying.
11.) The proposer's responses to the questions outlined in Schedule "A-1".
12.) Cost proposal, consisting of the proposer's completed version of Schedules "B-1" and "B-2".

Please be advised that each proposal must conform to the following guidelines:

1.) Each proposal MUST be signed with ORIGINAL SIGNATURES on ALL DOCUMENTS that require signatures.

2.) The proposal must contain a cover letter, written on the proposer's letterhead, which states the date of submission of the proposal and states the following: "This proposal constitutes a valid, binding and continuing offer at the prices set forth in this proposal for a period of one hundred and twenty (120) days from the date of submission of this proposal."

    The cover letter must be signed by a person authorized by the proposer to make a binding proposal. Any proposal that lacks the required statement or has an unsigned cover letter will be rejected.

3.) Proposals must be typed or printed in black ink.

4.) All corrections made by the proposer must be made prior to the due date for proposals, and must be initialed and dated by the proposer. No changes will be allowed after the due date for proposals.

Please also be advised that the County is not seeking proposals that were expensive to prepare or are unnecessarily elaborate. Proposers should place emphasis on conciseness, completeness, and clarity of content, with a proposal that is straightforward and simply and economically prepared.

Each of one or more proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Please be advised that the County may, in its discretion, elect to conduct any such oral presentation(s) via a video conferencing platform such as WebEx.

## D.) PROPOSAL SUBMISSION

Each proposer must submit:

(A) one (1) original hard-copy and four (4) hard-copy copies of its proposal, to:

Annette Peters-Ruvolo
Westchester County Department of Community Mental Health
112 East Post Road, 2nd Floor
White Plains, New York 10601
The proposal must be in a sealed envelope clearly marked: "Proposal – Peer Support And Suicide Prevention Services to Veterans"

(B) one (1) electronic copy of its proposal, in Adobe Acrobat (PDF) format, to:

apr5@westchestercountyny.gov

The subject line of the email message must read "Proposal – Peer Support And Suicide Prevention Services to Veterans" and, where technologically available, the email message must have an indicator marked for 'urgent', 'high importance', or an equivalent.

The original and all copies of each proposer's proposal must be received by the County by the stated due date. The County is not responsible for any internal or external delivery delays that may cause the proposer's proposal to arrive beyond the deadline. The County will not accept proposals submitted in any manner other than what is specified above (e.g., e-mail only or faxed proposals will not be accepted). To be considered, a proposal MUST arrive at the address specified herein prior to the deadline.

By submitting a proposal in response to this RFP, the proposer is representing and warranting to the County that the proposer is not in arrears upon any debt or in default of any obligation owed to the County, or to the State of New York or the United States or any instrumentality thereof. 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 or to the State of New York or the United States or any instrumentality thereof. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County, or found to be "not in good standing" with NYS OMH.

## E.) RFP AMENDMENTS OR ADDENDA

Should the County find it necessary to amend this RFP and/or issue any addenda, such documents will be posted to the County's website for RFPs: https://rfp.westchestergov.com/rfp/rfps.

Each prospective proposer shall have an affirmative obligation to monitor the County's website for RFPs in order to ensure that it is aware of each amendment and/or addendum/addenda that is issued.

## II. BACKGROUND, SCOPE OF WORK, AND ANTICIPATED TERM

### A.) BACKGROUND

DCMH is requesting proposals from qualified vendors to provide a NYS OMH-funded PFC Joseph P. Dwyer Peer Support Program For Veterans (the "Dwyer Program").

The Dwyer Program was established in honor of Army Medic PFC Joseph P. Dwyer. Dwyer became known to Americans during the early days of the Iraq War, when a 2003 photograph captured him risking his life to carry an injured Iraqi child to safety. His courage and compassion made him one of the first widely recognized heroes of the conflict.

After his passing in 2008, the Joseph P. Dwyer Peer Support Project was launched founded on the belief that the place Dwyer felt most understood after returning home was among his peers — his fellow veterans.

The Dwyer Program, first established by NYS in 2012, and awarded to Westchester in 2013, aims to reduce veteran isolation and associated mental health issues by having veteran community members meet with fellow veterans in secure, comfortable settings. These connections help members cope with emotional issues caused during, or exacerbated by, their military service. The Dwyer Program builds a unique healing community where veterans and their loved ones integrate into a life-affirming support system, enabling them to successfully reset and acclimate to civilian life.

After demonstrating lasting impact, the Dwyer Program was made a permanent line item in the NYS budget in 2023, ensuring that all 62 counties in New York have access to the program's veteran peer support services. Westchester's Dwyer Program is called Vet2Vet (the "Vet2Vet Program").

### B.) SCOPE OF WORK

The Vet2Vet Program is a peer support suicide prevention program that works to prevent suicide by meeting the needs of veterans and their families.

The Vet2Vet Program serves both veterans – defined as any person who served in the United States Armed Forces, including Reserve or National Guard components, regardless of length of service or discharge status – and whoever the veteran defines as their family member(s).

The Vet2Vet Program addresses problems that arise during post-military service community reintegration and offers individualized strategies to help address the unique issues faced by the military/veteran community and their families.

The Vet2Vet Program will be led by service members and veterans for service members and veterans. Program staff are comprised of former active duty veterans and veteran family members.

The Vet2Vet Program is expected to effectively connect, coordinate, and conduct outreach not just

with the current veteran services community, but with other providers and the general public. Non-traditional means of community outreach (e.g., sporting events, music festivals, etc.) should be used and are essential to the program's success.

The Vet2Vet Program will, through one-on-one and group interactions and activities, provide linkages to services, support, and advocacy related to behavioral health, housing, employment, financial services, legal assistance, education, and benefits access. Each gathering/activity will provides a place for service members and veterans to network in a safe and non-judgmental environment.

The Vet2Vet activities and gatherings will include, but will not be limited to, the following:

- In-person support gatherings in locations throughout Westchester;
- Women/men single-gender gatherings;
- Regularly scheduled social/recreational activities;
- Mentoring;
- Peer-to-peer counseling/information and referral; and
- Virtual gatherings.

Activities may be delivered directly by program staff, or in conjunction with outside entities via subcontract or memorandum of understanding. Vet2Vet Program members must be involved in decisions involving program offerings.

The selected proposer must designate a coordinator of the Vet2Vet Program (the "Coordinator"). The Coordinator will serve as Co-Chair of the Veterans Committee of the Westchester County Suicide Prevention Coalition (the "Coalition") and sit on the Coalition and work collaboratively with the Coalition as well as other committees.

Minimum expected # of unduplicated individuals to be served monthly: 100
Minimum expected # of face-to-face/phone contacts monthly (individual): 25
Minimum expected # of support groups/social activities/events offered monthly: 15

The successful proposer(s) will be required to provide DCMH with the services, as more particularly described in Schedule "A", which is attached hereto.

### C.) ANTICIPATED TERM

The term of any agreement resulting from this RFP is anticipated to be one (1) year, commencing on or about January 1, 2027, with the County having the option, in its sole discretion, to extend the term by up to four (4) additional one (1) year periods.

## III. LEGAL

### A.) UNDERSTANDINGS

**Please take notice**, by submission of a proposal in response to this RFP, the proposer agrees to and understands that:

- any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;

- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;

- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

- any and all counter-proposals, negotiations, or any communications received by a proposing entity, its officers, employees, or agents from the County, its elected officials, officers, employees, or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees, or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the Westchester County Attorney.

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

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP;
- To select the proposal from a responsible proposer that is most advantageous to the County and not necessarily on the basis of price or any other single factor or criterion.

While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law §103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process.

The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.

The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

**B.) PROPOSAL EVALUATION CRITERIA**

In selecting a proposer with whom to commence contract negotiations, and in ultimately awarding this RFP, the County will choose the proposal from a responsible proposer that is most advantageous to the County, and otherwise in accordance with the County Procurement Policy and Procedures.

In order to determine what proposal is most advantageous, the County will evaluate all proposals on the basis of the criteria specified below, and weigh those criteria in the manner specified below. As indicated below, while the costs associated with the services will be one of the criteria, it is not the sole criterion.

1.) 25 points out of 100: Ability, qualifications, and experience of the proposer (and any proposed subcontractor(s)), regarding the management of county- or state-funded peer support and suicide prevention programs serving veterans, including, but not limited to, the proposer's ability to assure, and its methods for assuring and documenting, effective and timely completion of all work, as well as procedures to ensure that all applicable laws, regulations, rules, and other sources of authority are adhered to in the performance of the services.

2.) 20 points out of 100: Ability, qualifications, and experience of the proposer (and any proposed subcontractor(s)) in providing services to veterans and their families, including, but not necessarily limited to, successfully demonstrating and understanding of the needs and goals of the Dwyer Program.

3.) 20 points out of 100: Ability, qualifications, and experience of the proposer (and any proposed subcontractor(s)) in effectively engaging and maintaining relationships with behavioral health providers, community stakeholders, and other relevant service providers for the purpose(s) of providing care and support services.

4.) 10 points out of 100: Proposer's demonstrated commitment to, and capacity for, providing trauma-informed care and services, including evidence that the proposer's approach: (i) is individual-centered, respecting each participant's unique needs, preferences, and pace of engagement; (ii) is flexible and adaptable, allowing services to be adjusted based on participant circumstances and evolving needs; (iii) is responsive to participants' cultural, linguistic, and identity-related needs, including the availability of culturally and linguistically appropriate staff, materials, and services; (iv) meaningfully includes program participants in care planning and decision-making, including mechanisms for participant feedback and input; and (v) reflects staff training in trauma-informed practices, including

ongoing professional development and supervision to support consistent implementation.

5.) 10 points out of 100: The cost proposal, including, but not limited to, consideration of the reasonableness of proposed costs, cost-efficiency/cost-effectiveness of the proposed costs; and the proposed costs being consistent with what is needed to provide the services solicited by this RFP. The proposer's cost proposal shall consist of a completed version of Schedule "B-1" and Schedule "B-2", attached to this RFP.

6.) 15 points out of 100: Proposer's demonstrated plan for program sustainability, including its existing structure, capacity, and opportunities to support the long-term sustainability of the services beyond the term of this funding. Proposals should demonstrate the proposer's understanding of, and commitment to, sustaining some or all of the proposed services in the event that NYS OMH funding is reduced or discontinued. This may include, but is not limited to, identified mechanisms such as private donations, grants from other funding sources, partnerships, in-kind support, or other alternative funding strategies. Proposers should describe any such mechanisms already in place or reasonably attainable, and the extent to which the Proposer is committed to pursuing them to support continuity of services.

**C.) CONTRACT**

After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

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

1.) INSURANCE, INDEMNIFICATION, AND DEFENSE

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

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees,

attorneys' fees, or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor;

(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; and

(c) in the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement."

*See: Schedule "C" to this RFP for the "Standard Insurance Provisions".*

2.) NON-DISCRIMINATION

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

3.) COMPLIANCE WITH LAWS

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

4.) RECORDS

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

such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

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

The Contractor agrees to defend, 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 Contractor 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 may be returned."

5.) FUNDING AND APPROPRIATIONS

"The Contractor recognizes and acknowledges that the obligations of the County under this Agreement are subject to the County's receipt of funds (the "Funds") from New York State, and that no liability shall be incurred by the County beyond the Funds made available to the County for this Agreement. The Contractor agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said Funds or the Funds have been made available to said commissioner. Without limiting the foregoing, in the event the County makes any payment(s) hereunder in advance of receiving all or part of the Funds, if the Funds for such payment(s) is not subsequently received by the Commissioner of Finance, the Contractor shall repay to the County such payment(s).

If, for any reason, the full amount of the Funds is not paid over or made available to the County, the County may terminate this Agreement immediately or reduce the amount payable to the Contractor, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Contractor. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties also recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and

available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

The Contractor agrees and acknowledges that this Agreement shall be funded by funding provided to the County from the New York State government, and, as such, all services to be provided must comply with and be provided in accordance with all federal and New York State regulations and requirements governing said funding and services to be provided by the Contractor."

6.) DELEGATIONS, ASSIGNMENTS, AND SUBCONTRACTING

"The Contractor shall not make any delegation or assignment of, or otherwise transfer or dispose of, all or any part of this Agreement, including any duties or rights hereunder, without the prior express written consent of the County, subject to any necessary legal approvals. The Contractor shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation, assignment, subcontracting, or other such action by the Contractor regarding this Agreement without the prior express written consent of the County is void.

All subcontracts that have received such prior written consent shall provide that

subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all portions of the Work performed by a County-approved subcontractor shall be deemed work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of this Agreement."

**D.) 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.

By submission of this proposal, the proposer and each person signing on behalf of the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

If the proposer cannot make the above certification, the proposer shall include in its cover letter a statement saying that the proposer cannot make the above certification and setting forth in detail the reasons why it cannot do so.

**E.) 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. Further, all proposers must disclose the name of any County officer, employee, or elected official who owns, directly or indirectly, an interest of

ten percent (10%) or more in the proposer or any of its subsidiaries or affiliates.

**F.) PROPOSAL SUBJECT TO FREEDOM OF INFORMATION LAW**

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background, or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) Insert the following notice in the front of its proposal:

**"NOTICE**

**The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.**

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

and

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

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

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

**G.) MBE/WBE**

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

as Schedule “D”.

## H.) MACBRIDE PRINCIPLES

Pursuant to Section 310.01 of the Laws of Westchester County, 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 “E”. Therefore, all proposers are required to submit with their proposal the Certification Form attached to this RFP as Schedule “E”.

## I.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

All proposers are required to submit with their proposal the Disclosure Form attached to this RFP as Schedule “F”.

## J.) CRIMINAL BACKGROUND DISCLOSURE

All proposers are required to submit the Criminal Background Disclosure form attached to this RFP as Schedule “G”.

## K.) SERVICE-DISABLED VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County’s program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans’ Services Law, all proposers are required to complete the questionnaire attached to this RFP as Schedule “H”.

## L.) INDEPENDENT PRICE DETERMINATION

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

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any proposer; and

2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer; and

3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

[NO FURTHER TEXT ON THIS PAGE]

## IV. PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Westchester and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services. The undersigned agrees and understands that the County of Westchester is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Westchester, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester and approved by the Westchester County Board of Acquisition & Contract and by the Office of the County Attorney.

It is understood and agreed that the County of Westchester reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Westchester reserves all rights specified in the Request for Proposals.

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

_____
Proposer Name

By: _____
Name:
Title:

*You Must Complete the Applicable Acknowledgement and Certificate of Authority Document(s), Which Are on the Pages Following This Page*

## ACKNOWLEDGMENT

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

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

Date: _____ _____
Notary Public

## SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF )
) ss.:
COUNTY OF )

On this _____ day of _____, 20___, before me, the undersigned,

personally appeared _____, personally known to me or proved to me
(Name of Sole Officer)

on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as

President and sole officer and director of _____,
(Name of Corporation)

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

_____
Notary Public

## SOLE LLC MEMBER ACKNOWLEDGMENT

STATE OF )
) ss.:
COUNTY OF )

On this _____ day of _____, 20___, before me, the undersigned,

personally appeared _____, personally known to me or proved to me
(Name of Sole Member)

on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Managing Member and sole member of _____,
(Name of LLC)

the LLC described in and which executed the within instrument, and acknowledged that he/she owns the entire ownership interest in the LLC, and that by he/she signed the within instrument on behalf of said LLC.

_____
Notary Public

**CERTIFICATE OF AUTHORITY**
(CORPORATION)

I, _____,
(Officer other than officer signing document for the corporation)

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

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

named in the foregoing document; that _____
(Person signing the document for the corporation)

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

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

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

_____
(Signature)

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

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

_____
Notary Public

**CERTIFICATE OF AUTHORITY**
(LIMITED LIABILITY COMPANY)

I, _____,
(member or manager other than person signing the document for the LLC)

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

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

_____ who signed said the document on behalf of the LLC
(Person signing the document)

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

_____
(Signature)

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

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

_____
Notary Public

**CERTIFICATE OF AUTHORITY**
(PARTNERSHIP)

I, _____,
(Partner other than Partner signing the document for the partnership)

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

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

and named in the foregoing document; that_____,
(Partner signing the document)

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

_____
(Signature)

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

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

_____
Notary Public

**CERTIFICATE OF AUTHORITY**
(LIMITED LIABILITY PARTNERSHIP)

I, _____ certify that I am a
(Partner other than Partner signing the document for the LLP)

Partner of _____
(Name of Limited Liability Partnership)

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

and named in the foregoing document; that_____,
(Partner signing the document)

who signed said document on behalf of the LLP was, at the time of signing, a Partner of said LLP; that said document was duly signed for and in behalf of said LLP and as the act and deed of said firm for the purposes therein mentioned.

_____
(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____ )

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

_____
Notary Public

## SCHEDULE "A"

## SCOPE OF WORK

The successful proposer (the "Vendor", within this Schedule "A") will provide all of the following listed below as part of its provision of services and staffing for the Westchester County PFC Joseph P. Dwyer Peer Support Program for veterans ("the Program"):

**General Provisions**

1. Manage all aspects of the day-to-day operations of the Program, adhering to all related State and Federal regulations and including all documentation requirements set forth by DCMH. For OMH-funded projects, these NYS OMH Spending Plan Guidelines must be followed: https://apps.omh.ny.gov/omhweb/spguidelines/selectletter.asp.

2. Ensure that all employees working in the Program have been properly trained and supervised accordingly to conduct the duties assigned and described below. DCMH reserves the right to require Program-specific training, professional credentials, or competencies. Further, each County contract agency who receives OMH State aid must comply with the provisions of the **New York State Mental Hygiene Law**, including, but not limited to, Article 31 and Article 41. This shall include, but is not limited to, compliance with criminal history background check requirements with respect to applicants for employment or volunteer service with such subcontract agency who will have regular and substantial unsupervised or unrestricted contact with clients of mental health providers of service.

   **Required Criminal History Background** – Chapter 575 of the Laws of 2004 (Mental Hygiene Law § 31.35 and Executive Law §845-b) requires every provider of mental health services who is licensed by, contracts with, or is otherwise approved by the Office of Mental Health, to request criminal history record checks for prospective employees and volunteers who will have regular and substantial unsupervised or unrestricted physical contact with clients. Chapter 673 of the Laws of 2006 further amends Executive Law § 845-b to expand the reach of the criminal history record check to also include a check of multi-state records maintained by the Federal Bureau of Investigation (FBI).

3. Ensure that contracted services are provided in accordance with SAMHSA's 6 Principles of Trauma-Informed Care (https://www.health.ny.gov/health_care/medicaid/program/medicaid_health_homes/docs/samhsa_trauma_concept_paper.pdf), SAMHSA's Guiding Principles of Recovery (https://library.samhsa.gov/sites/default/files/pep12-recdef.pdf) and OASAS's principles of person-centered, recovery-oriented care (https://oasas.ny.gov/providers/recovery-oriented-systems-care ).

4. Administer or assist DCMH in administering voluntary and anonymous client satisfaction surveys on at least an annual basis or more often as requested by DCMH.

5. Attend DCMH-required trainings/meetings (may vary by program).

6. Cooperate with all site visits, documentation audits, reviews, surveys, corrective action plans conducted by DCMH.

7. With DCMH guidance, coordinate with other providers to offer a continuum of services.

8. Report all data and outcomes required by DCMH, including an annual Consolidated Fiscal Reporting ("CFR") report. The data elements and recording methods that are required may change from time to time and will be determined by DCMH. CFR report deadlines are as follows:
    a. For Office of Addiction Services and Supports (OASAS) and Office for People With Development Disabilities (OPWDD)-certified and/or funded programs – no later than the first day of the sixth month following the end of the reporting period.
    b. For OMH certified and/or funded programs – no later than one hundred twenty (120) days after the end of the reporting period. If a pre-approved extension request is submitted, the due date is no later than one hundred fifty (150) days after the end of the reporting period.

**Service description(s):**

**Based on NYS Office of Mental Health Program Code 0690 Outreach:** *Outreach programs/services are intended to engage and/or assess individuals potentially in need of mental health services. Outreach programs/services are not crisis services. Examples of applicable services are socialization, recreation, light meals, and provision of information about mental health and social services. Another type of service within this program code includes off-site, community based assessment and screening services. These services can be provided at forensic sites, a consumer's home, other residential settings, including homeless shelters, and the streets.*

**Specific Provisions:**

The County's Vet2Vet peer support and suicide prevention program (the "Vet2Vet Program", within this Schedule "A") works to prevent suicide by meeting the varied needs of veterans and their families.

The Vet2Vet Program serves both veterans – defined as any person who served in the United States Armed Forces, including Reserve or National Guard components, regardless of length of service or discharge status – and whoever the veteran defines as their family member(s).

The Vet2Vet Program will address problems that arise during post-military service community reintegration, and offer individualized strategies to address the unique issues faced by the military/veteran community and their families.

The Vet2Vet Program will be led by service members and veterans for service members and veterans. Vet2Vet Program staff will be comprised of former active duty veterans and veteran family members.

The Vet2Vet Program is expected to effectively connect, coordinate, and conduct outreach not just with the current veteran services community, but with other providers and the general public. Non-traditional means of community outreach (e.g., sporting events, music festivals, etc.) should be used and are essential to the program's success.

The Vet2Vet Program will, through one-on-one and group interactions and activities, provide linkages to services, support, and advocacy related to behavioral health, housing, employment, financial services, legal assistance, education, and benefits access. Each gathering/activity will provides a place for service members and veterans to network in a safe and non-judgmental environment.

The Vet2Vet activities and gatherings will include, but will not be limited to, the following:

- In-person support gatherings in locations throughout Westchester;
- Women/men single-gender gatherings;
- Regularly scheduled social/recreational activities;
- Mentoring;
- Peer-to-peer counseling/information and referral; and
- Virtual gatherings.

Activities may be delivered directly by program staff, or in conjunction with outside entities via subcontract or memorandum of understanding. Vet2Vet members must be involved in decisions involving program offerings.

The selected proposer must designate a coordinator of the Vet2Vet Program (the "Coordinator"). The Coordinator will serve as Co-Chair of the Veterans Committee of the Westchester County Suicide Prevention Coalition (the "Coalition") and sit on the Coalition and work collaboratively with the Coalition as well as other committees.

The selected proposer shall develop and implement a plan for Vet2Vet Program sustainability, including its existing structure, capacity, and opportunities to support the long-term sustainability of the services beyond the term of NYS OMH funding. The selected proposer must be committed to sustaining some or all of the proposed services in the event that NYS OMH funding is reduced or discontinued. This may include, but is not limited to, identified mechanisms such as private donations, grants from other funding sources, partnerships, in-kind support, or other alternative funding strategies. The selected proposer shall identify which of these mechanisms, if any, it already has in place, and which are reasonably attainable, and shall describe the extent to which it is committed to pursuing them to support continuity of services.

[NO FURTHER TEXT ON THIS PAGE]

## SCHEDULE "A-1"

On one or more separate sheets of paper (but not to exceed 10 total pages, excluding the response to question #1, and the resumes and organizational staff chart in response to question #3), please answer each question listed below. Please be sure to thoroughly answer each question and provide all necessary information. However, as noted previously in Section I(C) of this RFP, please make your best effort to be brief, concise, and economical as possible in the preparation of your proposal; the County is not seeking unnecessarily lengthy or elaborate proposals.

1.) Provide the following information regarding the proposer:

**PLEASE NOTE:** The entity named in response to question 'A', below, must be the entity that ultimately contracts with the County for the services solicited by this RFP. The proposer's responses to the other items below must be for that specific entity that is submitting the proposal as the proposer. If the proposer is proposing to have one or more other entities provide portions of the services solicited by the RFP, that can be proposed in response to question 'M', below. However, the name proposer will still be required to be the entity that actually contracts with the County.

A. Proposer's Name
B. Proposer's Address
C. Proposer's Telephone Number
D. Proposer's Fax Number
E. Proposer's Federal ID Number
F. Proposer's State of Incorporation/Organization/Filing
G. Proposer's Contact Person's Name and Title
H. Proposer's Contact Person's Telephone
I. Proposer's Contact Person's Email Address
J. The year the proposer was founded.
K. Total number of employees employed by the proposer.
L. Provide a list of client references, from within the past three (3) years, for services of similar size and nature as those solicited by this RFP. These references will preferably, if possible, be government and/or other public entities. Preferably, at least three (3) references will be provided. Include the organization's name, addresses, and telephone numbers; the name and title of the organization's representative/contact; and the nature of the services provided by the proposer.
M. A list of all entities to whom the proposer is proposing to subcontract any portion(s) of the work solicited by this RFP. For each proposed subcontractor, the proposer must:
    1. provide all of the information requested in 'A' through 'L', above;
    2. detail all portions of the solicited services that are proposed to be performed by such subcontractor;
    3. provide the subcontractor's own responses to questions #2 and #3; and
    4. provide, in the proposer's response to questions #4 and #5, additional information from the proposed subcontractor when appropriate and relevant to the portions of the solicited services that are proposed to be performed by such

subcontractor, with all such additional information labeled as having been provided by the proposed subcontractor.

If the proposer is not proposing any subcontractor(s), the proposer must specify that in response to this question 'M'.

2.) Describe the proposer's ability, qualifications, and experience, both in general and in providing services similar to those solicited by this RFP. Be sure to specify any and all pertinent experience gained in working with the County and/or other public entities of similar size, geography, and demographics to Westchester. Be sure to address the proposer's current resources, facilities, capacity and availability, and its ability to add additional capacity if it becomes necessary to do so. Describe the financial accounting system that the proposer uses. Also specify membership or affiliation in any relevant professional organizations and any relevant achievements, milestones, or recognitions demonstrating the program's effectiveness and expertise.

3.) Describe the ability, qualifications, and experience—both in general and in providing services similar to those solicited by this RFP—of the proposer's staff that would be assigned to provide the solicited services. Provide a resume (including all necessary information concerning foreign language proficiency, cultural and linguistic competency, education, professional qualifications, certifications, experience, membership in appropriate professional organizations, and subject matter expertise) for each identified staff member. Identify one of the staff members as the project manager who will be the primary point of contact for the County. Please include an organizational staff chart identifying and detailing the role of all staff that will be providing services, and their place within the structure of the proposer.

4.) Describe the proposer's experience in effectively maximizing the use of State funds, especially within the constraints of a budget.

5.) Describe the proposer's experience coordinating internally to provide suicide prevention services, as well as with external partners or vendors offering similar, complementary, or ancillary services.

6.) Describe the proposer's current provider licenses and funding streams that would support the sustainability of the proposer's Vet2Vet Program outlined herein. The Proposer must describe its plan for program sustainability, including its existing structure, capacity, and opportunities to support the long-term sustainability of the services beyond the term of NYS OMH funding. The proposer must demonstrate its commitment to sustaining some or all of the proposed services in the event that NYS OMH funding is reduced or discontinued, including identified mechanisms such as private donations, grants from other funding sources, partnerships, in-kind support, or other alternative funding strategies. The proposer shall identify which of these mechanisms, if any, it already has in place, which are reasonably attainable, and the extent to which it is committed to pursuing them to support continuity of services.

7.) Describe any unresolved monitoring or audit findings for any State grant programs

operated by the proposer.

8.) Provide a detailed work plan and approach for providing the services solicited by this RFP. The work plan must describe the proposer's approach and plan for accomplishing all work solicited by this RFP (as more particularly described in the Scope of Services set forth in Section II(B) and Schedule "A" of this RFP, above).

Provide detailed information about the provision of the Vet2Vet program, including, but not limited to, detailed information on *all* components of the Scope of Services. Additionally, the work plan must address areas, including, but not limited to, the following:

(a) detailed information (as a list) about all the sites/locations where the proposer is intending to deliver the services;
(b) detailed information about the proposer's plan to engage and serve Westchester's veteran community, including, but not limited to, the proposer's resources, established relationships, and provision of geographically accessible services that align with the goals of the OMH Dwyer Program model;
(c) detailed information about the proposer's plan to use non-traditional methods of program and community outreach; and
(d) detailed information, including specific examples, protocols, and/or outcome data demonstrating the proposer's commitment to, and capacity for, providing trauma-informed care and services, including evidence that the proposer's approach: (i) is individual-centered, respecting each participant's unique needs, preferences, and pace of engagement; (ii) is flexible and adaptable, allowing services to be adjusted based on participant circumstances and evolving needs; (iii) is responsive to participants' cultural, linguistic, and identity-related needs, including the availability of culturally and linguistically appropriate staff, materials, and services; (iv) meaningfully includes program participants in care planning and decision-making, including mechanisms for participant feedback and input; and (v) reflects staff training in trauma-informed practices, including ongoing professional development and supervision to support consistent implementation.

Regarding all of the above, the proposer must specify its approach to measuring the effectiveness of the services provided, as well as the proposer's planned methods for documenting service delivery and supervision of the program.

Be sure to specify any proposed subcontracting of any portion of the services solicited by this RFP.

[NO FURTHER TEXT ON THIS PAGE]

## SCHEDULE "B"

## BUDGET PROPOSAL AND BUDGET JUSTIFICATION

As part of its proposal, each proposer must submit a budget proposal and budget justification using the Schedule "B-1" and Schedule "B-2" forms attached hereto, for each year of the initial term of the awarded agreement, as well as for each year of any potential option term.

In its budget proposal, each proposer must account for **all** costs necessary to perform the full scope of work solicited by this RFP.

Any option term shall be exercised in the sole discretion of the County. The term of the awarded agreement is anticipated to be one (1) year, with the County having the option, in its sole discretion, to extend the term by up to four (4) additional one (1) year periods.

[NO FURTHER TEXT ON THIS PAGE]

## SCHEDULE "B-1"

## BUDGET PROPOSAL (INITIAL TERM AND OPTION TERMS)

In its Schedule "B-1" budget proposal, each proposer must specify its proposed costs for staffing and services to provide the Westchester County PFC Joseph P. Dwyer Peer Support Program for Veterans.

Each proposer's proposed budget shall consist of a completed Schedule "B-1" form below for each year of the initial term of the awarded agreement, as well as for each year of any potential option term. Any option term shall be exercised in the sole discretion of the County. Proposers may adjust lines as needed.

[NO FURTHER TEXT ON THIS PAGE]

## SCHEDULE "B-1"

## BUDGET PROPOSAL FORM

Agency:
Program Name: VET2VET – Veteran P2P Program
Program Code: 0690 (County)
Funding Code: Dwyer Veteran P2P (038F)
Annualized State Aid Amount: $

**Budget Staffing**

| Title | Yearly Salary | FTE | Personnel Service Cost |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | **$** |

**Budget Expenses**

| | |
|---|---|
| Personnel Services | |
| Fringe Benefits | |
| OTPS (provide breakdown below) | |
| Equipment | |
| Property (Rent) | |
| Agency Administration | |
| **Total Expense** | **$** |

**Budget Revenue (total revenue must equal operating cost)**

| | |
|---|---|
| Medicaid | |
| Medicare | |
| Third Party Health Ins | |
| Other(provide details) | |
| State Aid | |
| **Total Revenue** | **$** |

| **OTPS Breakdown** | Cost |
|---|---|
| Office Supplies | |
| Program Supplies | |
| Telecommunication | |
| Contractors | |
| Staff Training | |
| Veteran Activities | |
| Insurance | |
| Staff Travel | |
| **Total OTPS** | **$** |

## SCHEDULE "B-2"

## BUDGET JUSTIFICATION

In its Schedule "B-2" budget justification, each proposer must specify how its program budget was determined and how it is cost effective/efficient.

Each proposer's proposed budget justification shall consist of a completed Schedule "B-2" form for each year of the initial term of the awarded agreement, as well as for each year of any potential option term. Any option term shall be exercised in the sole discretion of the County. Proposers may adjust lines as needed.

[NO FURTHER TEXT ON THIS PAGE]

## SCHEDULE "B-2"

## BUDGET JUSTIFICATION FORM

| **BUDGET JUSTIFICATION** | | | |
|---|---|---|---|
| | | | |
| The purpose of this form is to provide the Department of Community Mental Health with supplemental information to explain how your agency's proposed budget was determined. Please provide brief but detailed descriptions of expenses included in each budget category and explanations on how the expenses may relate to producing the anticipated results | | | |
| **Personnel Services** | | | |
| For each staff member identified under Personnel Services, provide a brief description on how the person's FTE allocation was determined. Staff whose responsibilities are not directly related to the particular requested program, such as the CEO, CFO, human resources and fiscal personnel, should be accounted for in the OTPS Administrative & Overhead category. | | | |
| **Staff Title** | **FTE (%)** | **Explanation / Justification** | **Amount ($)** |
| | | | |
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| **Fringe Benefits** | **(%)** | **Explanation / Justification** | **Amount ($)** |
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| | | | |
| **Other Than Personnel Services (OTPS)** | | | |
| Using the format below, please break down the costs that comprise of the following categories. | | | |
| | | | |
| **Office Supplies –** Provide detail of what makes up these costs. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
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|---|---|---|---|
| **Program Supplies –** Provide detail of what makes up these costs. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
| | | | |
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| **Equipment –** Provide detail of what makes up these costs. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
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| **Agency Administration** – Indirect costs that may apply to several programs, areas, or functions of the agency and are not readily or easily assigned to a specific program. For example, the personnel costs of the CEO, CFO, human resources and fiscal employees would fit in this category. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
| | | | |
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| **Travel –** Provide detail of what makes up these costs. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
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| **Insurance** – Enter the estimated cost for each type of insurance liability. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
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| **Telecommunications** – Include separate line for land lines, cell phones, internet service, etc. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
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| **Utilities** – Enter the estimated cost for each utility, such as electric, water, gas and heat. If space is shared with other program, justify costs allocated to this program. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
| | | | |
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| | | | |
| **Training Costs** – Provide detail of what makes up these costs. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
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| **Property** – Rental cost or property insurance | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
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| **Veteran Activities** – Provide detail of what makes up these costs. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |
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| **Contract Services** – Provide detail of what makes up these costs. | | | |
| **Item** | | **Explanation / Justification** | **Amount ($)** |

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## 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 Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, 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 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: http://www.wcb.ny.gov/

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.

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

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

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

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

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

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

# SCHEDULE "D"

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

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

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

1.) meets the following requirements:
   a. is at least 51% owned by one or more persons of color or women;
   b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
   c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
   d. is an enterprise authorized to do business in this state which is independently owned and operated.

2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

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

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

_____ No

_____ Yes

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

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

_____ Women

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

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

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

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

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

Name of Business Enterprise: _____

Address: _____

_____

Name and Title of person completing questionnaire: _____

_____

Signature: _____

_____ _____

Notary Public Date

## SCHEDULE "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 the agreement and the cost to the County of completing performance of the 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 the 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 the agreement or by operation of law or in equity.

Agreed:

Name of Contractor: _____

Signature: (Authorized Representative) _____

Title: _____ Date: _____

## SCHEDULE "F"

## REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Signature: _____
Name: _____
Title: _____
Date: _____

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

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

# SCHEDULE "G"

## CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

## Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer[2]. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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

## Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

## New Persons Subject to Disclosure

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

---

*PLEASE CONTINUE TO THE*

***Criminal Background Disclosure Form and Certification***

*BEGINNING ON THE NEXT PAGE*

# CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION

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

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

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

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

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

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

If none, check this box: ☐

1. _____

2. _____

3. _____

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

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

If none, check this box: ☐

1. _____

2. _____

3. _____

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

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

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

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

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

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

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

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

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

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

Signature: _____

Name: _____
Title: _____
Date: _____

_____ _____
Notary Public Date

**SCHEDULE "H"**

**For Informational Purposes Only**

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Services Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 3 of the Veterans' Services Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

***If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.***

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____

STATE OF _____ )
) ss.:
COUNTY OF _____ )

_____
Notary Public
Date: _____

## SCHEDULE "I"

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 376, and other applicable law, the Contractor certifies that it, its principals, and affiliates

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

_____

Contracting Entity's Name

_____

Authorized Signature

Name: _____

Title: _____

Date: _____

# SCHEDULE "J"

## Certification Regarding
## Drug-Free Workplace Requirements
## Grantees Other Than Individuals

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701, et seq. *See* 48 C.F.R. Subpart 23.5.

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and,

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and,

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

**Organization** _____

_____
Authorized Signature
Title
Date

## SCHEDULE "K"

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____
(Name and Title of Contractor/Subcontractor)
hereby certify, to the best of my knowledge and belief, on behalf of _____
(Name of Firm)
_____

that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying efforts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed 31, U.S.C. § 1352. Any
Form C-2 Continued

person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name of Contractor's Authorized Official

_____ Title of Contractor's Authorized Official

_____ Date