TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

REQUEST FOR PROPOSAL



BID DISTRIBUTION - *Important Notice* - The County of Rockland officially distributes bidding documents from the Purchasing Division Office or through the Hudson Valley Municipal Purchasing Group's Regional Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Regional Bid Notification System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Rockland County Purchasing Division or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy.

You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at <u>www.rcpurchasing.com</u>

REQUEST FOR PROPOSAL DEFINITION:

An RFP defines the situation or object for which the goods and or services are required, how they are expected to be used and/or problems that they are expected to address. Vendors are invited to propose solutions that will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may not be the primary consideration.

Closing date for the Request for Proposal is 5:00 pm, local time, on April 14, 2008.

Please make note that the United States Postal Service does not deliver directly to this facility, however, other overnight couriers DO deliver directly to our facility. It is recommended that proposals be submitted in advance, at least one day prior to the specified date and time to allow for a timely receipt. LATE PROPOSALS will NOT be considered.

Send a CLEARLY MARKED ORIGINAL AND TWO COPIES of each proposal.

Please use the above RFP number on all correspondence.

For further information contact:

Paul J. Brennan, CPPO, CPPB Director of Purchasing Department of General Services – Purchasing Division 50 Sanatorium Road, Building A, 2nd floor Pomona, NY 10970 Telephone: 845-364-3820, Telefax: 845-364-3809 TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

THIS RFP IS IN THREE SECTIONS:

SECTION A – Requirements Section SECTION B – Information Section SECTION C – Forms

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SECTION A – REQUIREMENTS SECTION

INTRODUCTION

COUNTY MISSION

We shall serve the people of Rockland County well by providing needed services in a high quality, ethical, courteous, timely and cost effective manner.

COUNTY OF ROCKLAND GOVERNMENT OVERVIEW

Rockland County, the smallest county (geographically) in New York State north of New York city, is a triangle in shape of about 176 square miles, 18 by 20 miles on its borders. It is situated on the west bank of the Hudson River, its geographical center 33 miles north of the Metropolitan Business district (NYC).

Rockland is part of a Multi-county region, which forms the New York Metropolitan Area. The County's population at 286,753 in 2000 represented a growth rate increase of 8% above 1990 population figures.

In accord with the governmental structure prevalent in New York State, local government powers are distributed to the county, towns and villages. The County has a 17-member legislature, elected County Executive and other Officials. Among the major County functions are consumer protection, special education, elections, health/social services, selected highways, manpower, parks, a sewer treatment plant and public transportation.

PROPOSAL PREPARATION AND SUBMISSION

All submissions must conform to the Vendor Response Format and all the Requirements as outlined in Section A - "Requirements Section". Proposers are cautioned to read the requirements carefully and follow the response format of this Request for Proposal as any deviation from the format and requirements listed, may be cause for rejection.

RECEIPT CONFIRMATION FORM

Upon receipt, fill out the attached Receipt Confirmation Form and fax it to the County. All subsequent information regarding this RFP will be directed only to those who return the form with an indication that they intend to submit a proposal.

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CLOSING DATE

A clearly marked original and all complete copies of each proposal must be received at 50 Sanatorium Road, Building A, 2nd Floor, Pomona, NY 10970 by 5:00 PM, local time on the date specified in the Summary of Key Information, Addressed to:

Paul J. Brennan, CPPO, CPPB Director of Purchasing Department of General Services – Purchasing Division 50 Sanatorium Road, Building A, 2nd floor Pomona, NY 10970 Telephone: 845-364-3820 Telefax: 845-364-3809

PROPOSALS MUST BE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE PROPOSER AND THE RFP NUMBER ON THE ENVELOPE AND/BOX.

Proposers must conform to instructions given regarding proposal requirements as detailed in Section A – Requirements Section

AMERICANS WITH DISABILITIES

"The County of Rockland is committed to full compliance with the Americans with Disabilities Act. To that end, the County is committed to creating an accessible environment for all. To request accommodations that you may require, please call Ann Marie Curley at (845) 364-3820. Please request these accommodations four (4) business days in advance so that we can seek to meet your needs."

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TECHNICAL REQUIREMENTS

PURPOSE

The purpose of this RFP is to inform the private sector of a potential business opportunity to establish a Qualified Suppliers List with individuals or firms to work with the County's Youth Employment Program (YEP) as a Youth Development Trainer and Assessors to provide special assistance to teens in need of additional support and guidance. The Youth Bureau is seeking applicants that can build on the strengths and the resilience of each young person and equip the County's youth with the attitude, skills, and knowledge to transition smoothly to, and compete in, the dynamic labor market of the 21st Century.

Respondents shall document that they and/or their employees possess adequate training to perform the duties intended and meet all applicable requirements of certification and/or licensing. Since 1994, the Youth Bureau has administered the County-funded year-round Youth Employment Program. Through this program, private businesses, non-profit and municipal agencies are offered a unique opportunity to reduce their annual labor costs by providing Employment opportunities for Rockland County youth between the ages of 14 and 21. Eligibility is based on family income. Young people participating in the program receive life skills development, job readiness, office technology and child care training.

DEPARTMENT MISSION

The Rockland County Youth Bureau is a community resource that is dedicated to an active and assertive process of creating the social conditions that promote the well being of children, youth and families.

PROJECT BACKGROUND

The Youth Bureau offers intensive life skill, curriculum-based employment training, work-based learning experiences and conflict resolution skills to young people between the ages of 14 and 18, who were identified as needing workforce preparation training.

Through the collaborative efforts of the Rockland County Youth Bureau, Rockland BOCES and DSS, the program prepares approx.400 eligible young people for the world of work annually.

STATEMENT OF OBJECTIVES

The Youth Development Trainer and Assessor may provide, but not limited to, the following activities to assist the young people reach their goals:

- Increases in literacy and math skills;
- Focus on improving basic education skills and preparation of secondary and career options;
- Opportunities to perform meaningful work in a supervised context as a means of achieving a self-sustaining wage;
- Leadership and team development skills;
- Life skills development;
- Basic financial literacy;
- Improved / increased family, personal, community connections and communications;
- Building self estimate;
- Organization and team work;
- Conflict Resolution;
- Decision making, including determining priorities;

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STATEMENT OF WORK

Individuals / Consultants shall ensure that staff is sensitive in providing services to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.

The Youth Bureau will provide a basic orientation prior to contract with respect to administrative procedures and other relevant policies and procedures.

STAFFING & PERSONNEL BIOGRAPHIES

Personnel qualifications and experience should be detailed as part of the Technical Proposal. Include resumes for all personnel and subcontractors to be assigned to this project.

Respondents shall include any additional skills, additional languages, cultural knowledge that will allow the Youth Bureau to match up the young people with the training that will best assist them in their efforts.

Respondents shall document any specialty training such as:

- Blood born pathogen (universal precautions)
- CPR
- Effective communication and limit setting
- Crisis management, de-escalations, and Behavioral Intervention Techniques
- Mandated Reporting
- Impact of trauma on child and adolescent development
- Life Skills Educator training
- One-on-One Mentoring Training
- Financial Literacy Instructor Training

STAFFING PRE-EMPLOYMENT SCREENING

Individuals shall have been screened for criminal record history, protective services history and shall have a recent physical examination including tuberculosis screening. Firms responding shall provide documentation that they screen all potential hires for criminal record history, protective services history and shall have a recent physical examination including tuberculosis screening.

Firms shall not knowingly hire, utilize or continue to employ an employee, within five (5) years of the date of employment application that:

- 1. Has been convicted of the possession, use, or sale of controlled substances unless both the firm and Youth Bureau determine that he/she has been successfully rehabilitated;
- 2. Has had a minor removed from their case because of child abuse or neglect;
- 3. Has been convicted of an assault or crime against a person or similar offense;
- 4. Has been convicted of risk of injury to a minor or similar offense;
- 5. Has been convicted of impairing the morals of a child or similar offense;
- 6. Has had a substantiation of physical or sexual abuse.

Trainers and assessors who will have direct contact with participants shall provide proof of a fingerprint-based criminal background check conducted prior to performing services under the contract. Each criminal background check shall be as mandated by the "Child and Youth, Safety and Health Omnibus Amendment Act

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of 2005" and must be in accordance with Federal Bureau of Investigation policies and procedures and processed through the National Criminal Information Center.

Documentation providing proof of meeting this requirement shall be included in the solicitation response.

DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT / QUESTIONNAIRE

The Supplier Responsibility Questionnaire Form - Section C shall be completed and included in each proposal submitted.

CERTIFICATION/LICENSE REQUIREMENTS

Include any certifications / Licenses required with response.

LENGTH OF CONTRACT

Unless modified as provided herein, the term of this contract shall commence on date of contract finalization and expire five years from contract finalization. Notwithstanding the foregoing term, at least ninety (90) days prior to the expiration of the first year of the contract and prior to the expiration of each subsequent year, the CONSULTANT shall notify the COUNTY of the CONSULTANT'S intention to hold its price for the subject services in the subsequent year. The COUNTY reserves the right to terminate this contract prior to the date of expiration of this contract upon written notice not less than thirty (30) days prior to the date of termination.

CONTRACT PRICE ADJUSTMENTS UPON RENEWAL

The proposed rates shall remain firm through the first year with no wage adjustments allowed. Any request for price adjustment(s) shall be submitted ninety (90) days in advance in writing to the Director of Purchasing. Any and all price adjustments will be limited to the percentage increase in the CPI Index – All Urban Consumers for the preceding 12 months. The County reserves the right to reject any request for price increase deemed excessive.

OTHER TECHNICAL REQUIREMENTS

Include any additional technical requirements in this section.

PROPOSAL EVALUATION

Proposals will be evaluated in accordance with applicable County of Rockland procurement policies and procedures. Evaluation will be performed to determine the offeror's understanding of work to be performed, technical approach, potential for completing the work as specified in the Statement of Objectives, cost reasonableness, the probable cost to the County, and ranking with competing offerors.

Award will be made to that responsible offeror(s), whose offer(s), conforming to this RFP, is (are) considered most advantageous to the County, considering the Evaluation Criteria in this Section.

Technical Response 35%

The proposer's Statement of Work and their demonstrated ability supplied to meet the intended goals and objectives will be evaluated against the County's Statement of Objectives and Technical Requirements.

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Personnel Qualifications, Project Organization, Experience and Commitment Criteria 25%

Proposals will be evaluated considering the offeror's technical and managerial experience, qualifications, and the availability of personnel who are proposed to work on the project; project organization and management structure; and prior experience in managing projects similar in type, technology, size and complexity.

Relevant Past & Present Performance Criteria 20%

Assessment of the offeror's past & present performance will be one means of evaluating the credibility of the offeror's proposal and the relative capability to meet performance requirements.

Cost Criteria 10%

Cost Proposals will be evaluated with respect to adequacy and reasonableness. This evaluation will include consideration of the probable cost to the County of doing business with each offeror; the possible growth in proposed costs during the course of the contract; the features of each offeror's work plan that could cause the estimate cost to vary; and cost-sharing if proposed. If after the evaluation of technical proposals, two or more competing overall proposals are considered in the competitive range, the evaluated probable cost to the County may be a deciding factor for selection. That is, the highest technical proposal may not necessarily be selected when cost considerations are taken into account.

Other: (if applicable) 10%

Assessment of the offeror's prior experience in providing similar services for the County of Rockland YAC.

PRE-PROPOSAL MEETING

A pre-proposal meeting will be held at the time and in the location specified on the Summary of Key Information. Attendance may or may not be mandatory. A transcript of the questions and answers will be distributed, to all attendees and proposers who have returned the Receipt Confirmation Form. Verbal questions will be allowed at the meeting. However, questions of a complex nature, or questions where the proposer requires anonymity, should be forwarded in writing to the County prior to the meeting.

VENDOR RESPONSE FORMAT FOR PRICING AND VALUE-ADDED INFORMATION

The vendor will provide prices (in U.S. dollars) for the items/services listed. It is important that vendors outline features of their proposal, such as value-added product(s) and/or service(s) that would not normally be addressed in a pricing evaluation as they are of a non-monetary nature. Indicate volume discount levels if they apply to your product(s).

VALUE-ADDED CONSIDERATIONS

Proposer to include any relevant services or products that will be provided to the County which is not priced in this proposal, but which enhance the acquisition process.

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COMPANY PROFILE AND VENDOR INFORMATION:

The following will be required in a company overview as part of proposer's proposal:

- Brief (one or two paragraphs) description of the vendor's business, its history and future plans
 - Vendor Identification
 - Corporate name
 - Corporate address
 - Telephone numbers
 - Contact person(s)
 - Vendor size
 - Number of years in business
 - Vendor Stability as indicated below
 - Vender Responsibility as indicated below

FINANCIAL STABILITY – Not Applicable for this solicitation

Proposal shall include the most recent certified business financial statements as of a date not earlier than the end of the Firm's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as the shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return and Pro-Forma (un-audited) Financial Statements for the last three (3) years will be accepted if certified financial statements are unavailable.

RESPONSIBLE CONTRACTOR/CONSULTANT: The County of Rockland retains the right to accept any and all offers and to determine what constitutes a "responsible Contractor/Consultant". Specific items, but not limited to, that may be considered in determining responsibility are:

- Financial information relative to the Contractor/Consultant
- Past performance of the Contractor/Consultant as it related to proposal
- Information relative to experience, reliability and competence as related to proposal
- A Contractor/Consultant's past or present criminal involvement or "corrupt conduct", including whether there are pending criminal investigations of or indictments against the Contractor/Consultant
- Willful violations of the prevailing wage provisions of the Labor Law as it related to proposal.
- Contractor may be required to provide additional information, after the proposal opening, to elicit relevant information as part of the evaluation process to determine responsible Contractor/Consultant.

FOREIGN NATIONALS

Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, the County of Rockland reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any contract awarded as a result of this solicitation. In accord with such laws, the County of Rockland does not discriminate against individuals on the basis of national origin or citizenship.

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PROPOSAL RESPONSE AND ORGANIZATION Organization/Number of Copies Please submit ONE MARKED ORIGINAL AND TWO copies of your proposal.

The Offeror shall prepare the proposal as set forth below. The titles and contents of the section shall be as defined in this section.

- Section I: Executive Summary
- Section II: Technical Response
- Section III: Cost/Price Proposal
- Section IV: Contract Documentation
 - Section V: Relevant Past and Present Performance

Cost or Pricing Information – All cost or pricing information shall be addressed ONLY in the Cost/Price Proposal Section. Cost trade-off information, work-hour estimates and material kinds and quantities may be used in other sections only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be no less than 11 point. Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages will be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the section, and count as a single page.

Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

Binding and Labeling - All Sections of the proposal should be bound in a single three-ring loose leaf binder, with section tabs, which shall permit the proposal to lie flat when opened. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to RFP title, solicitation number, copy number, and the offeror's name. The same identifying information should be placed on the spline of each binder. All "Trade Secret" or Classified binders shall be similarly marked with the addition of "Trade Secret Information" contained on the cover sheet.

Electronic Offerors - Electronic submission of Proposals is not permitted for this solicitation.

Section I - Executive Summary

In the executive summary, the offeror shall provide the following information:

Narrative Summary - A concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section I evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the

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requirements for any portions of other sections of the proposal.

Table of Contents - A master table of contents of the entire proposal.

Section II - Technical Response Section

The Technical Response Section should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the criteria defined in Section-A, Evaluation Factors for award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the requirements stated in the County's Statement of Objectives. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable to tell us that in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

Format and Specific Content - Technical Response. In this section address your proposed approach to meeting the requirements listed in the Statement of Objectives, as well as risks in your proposal in terms of project capability/performance, cost and/or schedule.

Address Proposal Risk by identifying those aspects of the proposal you consider involving cost and/or project capability risk. Provide rationale for each risk, including quantitative estimates of the impact on cost, schedule and performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of the project goals and Statement of Objectives. Suggest a realistic "work-around" or risk mitigation for identified risks that will eliminate or reduce risk to an acceptable level. Identify any new risks introduced by such risk mitigation.

Personnel Qualifications and Experience should be detailed as part of the Technical Response. Include resumes for all personnel and subcontractors to be assigned to this project.

Address your firms' motivation for being involved in this project and the priority this project will be assigned relevant to other commitments.

Statement of Work (SOW) – A Statement of Objectives (SOO) is provided in Mandatory Section of this RFP. This Statement of Objectives represents the County's minimum objectives for this project. The Offeror shall use the Statement of Objectives to propose a Statement of Work, which expands upon these minimum objectives to the extent necessary to conduct this acquisition. The proposed Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met as detailed in the County's SOO.

The proposed SOW shall consist of tasking statements. Each tasking statement shall reference the deliverables, which will be provided by that task. The proposed SOW shall not contain informational notes, as the Technical Response subsection provides ample opportunity for discussion and description of the offeror's approach. The tasking statements in the SOW shall use a common numbering system. The proposed SOW, when accepted by the County, will be included in the final contract.

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Work Breakdown Structure (WBS) – **NOT APPLICABLE AT TIME OF SUBMITTAL** The Offeror shall develop a Work Breakdown Structure, which reflects their view of the proposed contract effort. The WBS shall serve as a framework for organizing the proposed effort to include in-house, inter-divisional, subcontractor, and associate contractor activities. The WBS shall be developed to a depth (level) and breadth sufficient to accurately describe each participant's role and responsibilities in the project. The Offeror's proposed WBS shall be included with their Statement of Work and will be incorporated as part of the final contract.

Master Schedule (MS) – (NOT APPLICABLE FOR THIS SOLICITATION) The intent of this section is to obtain a functionally integrated understanding of the proposal in a way that provides the County confidence that the proposal is structured to be executable for the resources indicated. The Master Schedule is a detailed task and timing of the work effort in the SOW and is used as the primary tracking tool for technical and schedule status. The MS identifies all SOW events, accomplishments, criteria and the expected dates of each. These dates are based on a calendar date of ______ as the starting point and the logical flow of dates provided by calculating the duration of all tasks using typical schedule networking tools. The MS tasks will be directly traceable to the SOW and the WBS.

The Offeror shall provide a top level Master Schedule as part of the proposal submittal. The more detailed levels of the MS, as well as updates, will be submitted after contract award. The MS is intended as a tool for day-to-day tracking of the program/project. All tasks/activities in the MS should be logically linked together showing predecessor/successor relationships. The activities and tasks will be sufficient to account for the total proposed solution.

The Technical Proposal Section shall be organized to the following general outline:

- Table of Contents
- Technical Response to Statement of Objectives
- Statement of Work
- Work Breakdown Structure
- Master Schedule
- Potential Risks

Section III - Cost/Price Section

Cost/Price proposals shall be submitted as detailed in Section 3 - Cost Proposal Requirements of this RFP. Only one copy of the Cost/Price proposal shall be submitted in the "Original Copy". Additional copies of the proposals shall not contain copies of the Cost/Price proposal.

Section IV - Contract Documentation

The purpose of this section is to provide information to the County for preparing the contract document and supporting file. The offeror's proposal shall include:

Affidavit of Disclosure for Political Contributions –required by Local Law. Affidavit of Business Dealings in Northern Ireland –required by Local Law. Affirmative Action Plan Certification –required by Local Law. Disclosure of Responsibility Statement.

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Special Contract Requirements – Required Licenses or Certifications. The Offeror shall include copies of any licenses and/or certifications that are required to perform any of the work required by this RFP. If no licenses and/or certifications are required, the Offeror is not required to make reference to this subsection.

Exceptions to Terms and Conditions – Exceptions taken to the terms and conditions of the sample contract, contract clauses, formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost and specific requirements of the solicitation. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award.

Authorized Offeror Personnel – Provide the name, title, telephone number and e-mail address of the company point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also identify those individuals authorized to negotiate with the County.

Company Address and Identifying Codes – Provide company/division's street address, Federal Identification Number, DUNS Code, and size of business. List all locations where work is to be performed and indicate whether such facility is a division, affiliate or subcontractor, and the percentage of work to be performed at each location.

Subcontracting Plan – If the Offeror intends on using subcontractors a Subcontracting Plan must be included in this section. The Subcontracting Plan shall include a detailed explanation of the work to be subcontracted and the percentage of that work to the total project for each proposed subcontractor. The County of Rockland reserves the right to approve or disapprove of any subcontracting plan.

Participation of Disadvantage Business Enterprises – The Offeror must provide with its offer a statement as to whether they have established targets for DBE participation on this contract. The targets may be provided for participation by a prime contractor, joint venture partner, teaming arrangement member or subcontractor. The targets for subcontractors must be listed separately.

Section V - Relevant and Past Performance

General – Each Offeror shall submit a past and present performance section with its proposal, containing past performance information in accordance with the format contained **in** *The Past and Present Performance Information Form.* This information is required on the Offeror and all subcontractors, teaming partners, and/or joint venture partners. Offerors are cautioned that the County will use data provided by each Offeror in this Section and data obtained from other sources in the evaluation of past and present performance.

For each contract submitted as a past performance reference, the Offeror shall submit a client authorization letter, authorizing their client to release to the County information requested on the Offeror's past and present performance.

Relevant Contracts – Submit Past Performance Information on 5 recent contracts that you consider most relevant in demonstrating your ability to perform the proposed effort. Also include information on 5 recent

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contracts performed by each of your teaming partners and significant subcontractors that you consider most relevant in demonstrating their ability to perform the proposed effort. Include rationale supporting your assertion of relevance.

Note that the County generally will not consider performance on a newly awarded contract without a performance history or on an effort that concluded more than 3 years prior to this source selection.

Specific Content – Offerors are required to explain what aspects of the reference contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the Offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage risk. Merely having problems does not automatically equate to a little or no confidence rating, since problems encountered may have been on a more complex program, or an Offeror may have subsequently demonstrated the ability to overcome the problems encountered. The Offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the Offeror to be considered a higher confidence candidate.

Organizational Structure Change History – Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation. Since the County intends to consider present and past performance information provided by other sources as well as that provided by the Offeror(s), your roadmap should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the County receives information from other sources.

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MANDATORY REQUIREMENTS

SCOPE OF OBJECTIVES

The primary function of the consultant is to provide support and guidance to teens who have never worked, who have had difficulty maintaining a job in the past or who are experiencing problems with daily tasks and functions. Respondents shall be flexible depending on the number of youth being serviced during a particular employment session.

The selected individual(s) / consultant(s) shall:

- Work a flexible schedule, as needed;
- Demonstrate ability to relate to diverse audiences;
- Familiarity with using a variety of program delivery methods to reach targeted individuals and groups;
- Identify areas, which are employment barriers and then create and implement plans for success;
- Troubleshoot and intervene in situations that require attention;
- Talk with site supervisor to determine what problems the employee is having with their job tasks and what performance expectations are not being met;
- Communicate effectively through oral and written means.

REQUIREMENTS FOR THE YOUTH DEVELOPMENT TRAINER AND ASSESSOR

Individuals providing services under this solicitation shall, at a minimum, have:

- Bachelors Degree;
- Three years experience working in the field of child and youth workers;
- Additional considerations given if Degree is in Social & Community Services particularly in the field of Child and Youth Workers

Requirements specific to each Consultant Skill set shall be as follows:

Youth Development Trainer Description and Responsibilities

The primary function of the individual or consultant is to provide support and guidance to teens who have never worked, who have had difficulty maintaining a job in the past or who are experiencing problems with daily tasks and functions. The individual / consultant shall, but not limited to, perform the following tasks:

- Identify areas, which are employment barriers and then create plans for success;
- Troubleshoot and intervene in situations that require attention;
- Assist teens in activities involved in the curriculum, the service learning activities and community visits;
- Work with teens to understand and to incorporate conflict resolution skills and behavioral management skills into their daily lives;
- Assess the skill of the teen and determine how they learn best, design or redesign the approach the teen takes in completing tasks;
- Act as a positive role model for all program participants

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RFP NUMBER: RFP-RC-08-008

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST

Youth Development Assessor Description and Responsibilities

Consultants that have had at least two (2) years of trainer experience under the supervision of the Youth Bureau, as well as having been evaluated by the Youth Bureau can apply to be an assessor. The consultant shall, but not be limited to, perform the following tasks:

- Identify areas, which are employment barriers;
- Assess the skill of the teen and determine how they learn best;
- Act as a positive role model for all program participants

Reporting Relationships of Youth Development Trainer and Assessor

Copies of all reports are to be sent to the Assistant Director or the Youth Employment Coordinator at the Rockland County Youth Bureau. Reports will be submitted every two weeks on the progress, abilities and skills of the participants.

COUNTY OF ROCKLAND - DGS-PURCHAS BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA TELEPHONE: 845-364-3820 / TELEFAX: 845-364-	A, NY 10970
TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST	RFP NUMBER: RFP-RC-08-008
PROPOSAL PAGE	

Youth Development Trainer

\$ /PER HOUR

Youth Development Assessor

\$_____/PER HOUR

The per hour rate offered shall include all costs incurred both direct and indirect in delivering the services intended under this solicitation, which includes, but not limited to travel, lodging and food, etc.

Include and itemized costs not included in the above hourly rate below. Only those items included in proposal submission shall be considered for inclusion of final contract.

FIRM NAME:	
NAME OF AUTHORIZED (Print):	
SIGNATORY:	

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST rfp number: RFP-RC-08-008

SECTION B – INFORMATION SECTION

TERMS AND CONDITIONS

INQUIRIES

All inquiries related to this request for proposal are to be in writing to the County as noted on the Summary of Key Information. Information obtained from any other source is not official and may be inaccurate. Do not contact any other person involved. Inquiries and responses will be recorded and may be distributed to all proposers at the County's option.

NOTIFICATION OF CHANGES

All recipients of this request for proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document.

CHANGES TO PROPOSAL WORDING

No changes to wording of the proposal will be accepted after submission unless request by the County.

FUNDING

All County expenditures are subject to appropriation of funds. Therefore, the County reserves the right to discontinue the RFP process if funding is not available.

OWNERSHIP OF PROPOSALS

All responses to this request for proposal become the property of the County.

PROPOSERS' EXPENSES

Prospective proposers are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the County, if any.

CONTRACT SOLUTION

The County reserves the right to award a contract in part or in full, or not at all, on the basis of responses received.

ACCEPTANCE OF PROPOSALS

This RFP should not be construed as a contract to purchase goods or services. The County is not bound to accept the lowest price or any proposal of those submitted.

LIABILITY OF ERRORS

While the county has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RFP.

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, OUALIFIED SUPPLIERS LIST rfp number: RFP-RC-08-008

ACCEPTANCE OF TERMS

All the terms and conditions of this RFP are deemed to be accepted by the proposers and incorporated in its proposal except those conditions and provisions that are expressly excluded by the proposal.

QUOTES FROM THE MARKETPLACE

The County reserves the right to consider quotes from the marketplace from suppliers other than those invited to respond to this solicitation.

PAYMENT HOLDBACK

The County shall not pay the total contract price until the requirements outlined in this RFP have been met. Any holdback amount will be decided as part of the contract negotiations, or as specified in the RFP.

FINANCIAL STABILITY

The successful proposer must demonstrate financial stability and the County reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

NEGOTIATION DELAY

If any contract cannot be negotiated within thirty (30) days of notification to the designated proposer, the County may terminate negotiations with that proposer and negotiate a contract agreement with another proposer of its choice.

SHORTLIST

Unless there is a successful proposer based on the responses, the evaluation procedure will be to develop a shortlist based on the stated criteria. The shortlist of proposers may be asked to prepare a presentation and/or provide additional information prior to the final selection.

DEBRIEFING

Upon written request from an unsuccessful proposer, the Director of Purchasing will arrange for a debriefing session. The debriefing is not to be seen as an opportunity to challenge the decision. Once debriefing ends, the RFP process is finished and the RFP will not be discussed further with the proposer at any time.

SUBCONTRACTING

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime proposer's product or service is acceptable. This also includes a joint submission by two proposers having no formal corporate links. However, in this case, one of these proposers must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this must be defined in the proposal. Subcontracting to any firm or individual involved in the preparation of this RFP will not be permitted.

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TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

DEFINITION OF CONTRACT

The County may at its option notify a proposer in writing that its proposal has been accepted and such acceptance shall at the County's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no proposer shall acquire any legal or equitable rights or privileges whatever relative to the services until the County has delivered either a signed notice in writing to the proposer or a fully executed written agreement to the proposer.

LABOR DISRUPTIONS

Any contract resulting from this Request For Proposal process is subject to the right of the County to postpone acceptance of delivery and payment by the County in the event of any form of labor disruption.

CONTRACT ADMINISTRATOR

A contract administrator will be assigned to oversee the contract awarded to the successful proposer. In addition, the successful proposer will be expected to name a counterpart project manager. The proposer's project manager will be responsible for providing scheduled status reports to the contract administrator or his designee.

COMPLIANCE WITH LAWS

The contractor shall give all notices and obtain all the licenses and permits required to perform the work. The contractor shall comply with all the laws applicable to the work or the performance of the contract.

GOVERNING LAW

This RFP and any contract entered into between the proposer and the County shall be governed by and in accordance with the laws of the State of New York and the United States of America.

AMENDMENTS TO BID

Any verbal information obtained from or statements made by the Representative of the County of Rockland or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

FAILURE TO PERFORM

Should the Contractor fail to perform as required by the specifications, the county may cancel the order and/or contract. In such event, the County will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, OUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

COMPLIANCE WITH LAWS

The Contractor shall comply with all the provisions of laws in the County of Rockland, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

SOCIAL SECURITY TAXES

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

BUSINESS CORPORATION LAW

At the time of the execution of this contract, the contractor shall submit a certified document from the Secretary of State of New York verifying the contractor is licensed to do business in the State of New York and is fully qualified under the Business Corporation Law, Article 13 - Section 1304.

CONFIDENTIALITY AND SECURITY

This document or any portion thereof, may not be used for any purpose other than the submission of proposals.

The successful proposer must agree to maintain security standards consistent with security policy of the County. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties. The successful proposer will be required to ensure that all personnel employed on the contract, who require access to County of Rockland information or facilities, meet the criteria for personal security clearance prescribed by the County.

Suppliers should be aware that pertinent facts relating to their proposals, excluding trade secrets or proprietary information, could potentially be released as soon as sixty (60) days after the selection of the successful supplier.

The County of Rockland is subject to New York State's Freedom of Information law (FOIL). Should your submission, to this RFP, contain "**trade secrets**", or other information that the disclosure of which could **reasonably be expected to be harmful to business interests**, you must insure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

Marked information will be treated as **Confidential Third Party Information.** Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

Unpublished information pertaining to the County or its customers obtained by the proposer as a result of participation in this project is confidential and must not be disclosed without written authorization from the County.

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TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, OUALIFIED SUPPLIERS LIST

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GENERAL

Subsequent to the submission of proposals, interviews and negotiations may be conducted with some of the proposers, but there shall be no obligation to receive further information, from any proposer.

Any or all proposals shall not necessarily be accepted. The County shall not be obligated in any manner to any proposer whatsoever until a written agreement has been duly executed relating to an approved proposal. The County reserves the right to modify the terms of the RFP at any time in its sole discretion.

Neither acceptance of a proposal nor execution of an agreement shall constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal or municipal statute, regulation or by-law.

AWARD OF CONTRACT

When award Occurs: Award of contract occurs when a formal contract has been finalized or other evidence of acceptance by the County is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposal will be most advantageous to the County as set forth in the Evaluation Criteria.

PRICING

FIRM PRICING

Prices quoted in the proposals shall be firm for a period of at least 120 days after the submission deadline.

CURRENCY AND TAXES

Prices are to be in U.S. dollars, duty and delivery FOB destination, freight prepaid and allowed. The County is exempt from all sales and use taxes.

PAYMENT TERMS

The County's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice after services are performed or goods delivered.

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST

SUMMARY OF KEY INFORMATION

PRE-PROPOSAL MEETING: A pre-proposal meeting has not been scheduled for this solicitation. All questions shall be submitted in writing on the appropriate form included in this solicitation. Deadline for submitting questions is MARCH 31, 2008 and will be responded to by APRIL 3, 2008.

Closing date for the Request for Proposal is 5:00 PM, local time, on APRIL 14, 2008.

Send a CLEARLY MARKED ORIGINAL AND TWO copies of each proposal

Interested proposers are advised to fax the enclosed Receipt Confirmation Form immediately to ensure that they receive further information with regard to this Request for Proposal.

Please use the above RFP number on all correspondence.

Responses to this RFP, and inquires concerning the RFP process and contractual conditions should be addressed as indicated below.

For further information contact:

Paul J. Brennan, CPPO, CPPB Director of Purchasing Department of General Services – Purchasing Division 50 Sanatorium Road, Building A, 2nd floor Pomona, NY 10970 Telephone: 845-364-3820 Telefax: 845-364-3809

Reference RFP number indicated above.

Information offered from sources other than the above is not official and may be inaccurate. Do not contact any other Departments or Agencies involved in this RFP.

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

INSURANCE: THE RFP NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

INDEPENDENT CONTRACTOR: The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

INSURANCE REQUIREMENTS:

GENERAL LIABILITY: The CONTRACTOR shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of this agreement which shall include, but not be limited to:

Α.

Β.

Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CAL).

or

Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CAL); with two million dollars excess of one million dollars.

WORKERS COMPENSATION: The CONTRACTOR shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the owner and the contractor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by contractor or by any other party directly or indirectly employed by the Contractor. Copy of Certificates to be provided to the County of Rockland.

COMPREHENSIVE AUTOMOBILE INSURANCE: The CONTRACTOR procure, pay for, and maintain during the entire term of the contract in an amount no less than \$300,000/\$500,000 for each occurrence for bodily injury, and \$100,000 for each occurrence of property damage.

DISABILITY INSURANCE & UNEMPLOYMENT INSURANCE: The Contractor shall procure, pay for, and maintain during the entire term of the contract any disability benefits and unemployment insurance as required by law. Copy of Certificates to be provided to the County of Rockland.

MALPRACTICE INSURANCE: (I.E. professional liability) in the amount of no less than one million and 00/100th (\$1,000,000.00) dollars.

If this box IS CHECKED, malpractice insurance IS REQUIRED.

CONTRACTOR TO HAVE ALL OTHER INSURANCE REQUIRED BY LAW.

When the CONTRACTOR signs and returns this agreement, contractor shall provide the County (Department of Purchasing) with a policy endorsement showing the above-required insurance. The County of Rockland shall be named as additional insured on **all** insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be canceled or terminated without thirty-(30) day's prior written notice to the County of Rockland. Unless and until CONTRACTOR obtains such insurance and provides a policy endorsement to the County, this agreement shall not be effective and no moneys shall be paid or given to the CONTRACTOR.

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

SAMPLE CONTRACT

Federal ID #_____

CONSULTANT AGREEMENT

THIS AGREEMENT made the day of 2000, by and between the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "COUNTY," and with offices located at hereinafter referred to as "CONSULTANT," in the manner following:

WITNESSETH:

WHEREAS, COUNTY is desirous of entering into an agreement with CONSULTANT for and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement, and

WHEREAS, by Resolution No. , the Legislature of Rockland County authorized this agreement by appropriating the necessary funds for the services of **CONSULTANT** for the period hereinafter stated,

WHEREAS, CONSULTANT has the skills, experience, expertise and independence necessary to provide COUNTY with the services contracted for,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. <u>SERVICES:</u> CONSULTANT, shall render and perform services for and to COUNTY. CONSULTANT represents and warrants to COUNTY that it, and its employees, agents and servants possess all the skills, experience, expertise and independence to render these services to COUNTY.

2. TERM: CONSULTANT services to be performed under this agreement shall be for the time period of

3. <u>PAYMENT</u>: The COUNTY agrees to pay CONSULTANT and CONSULTANT agrees to accept a maximum sum not to exceed (\$), as its entire fee as compensation for CONSULTANT's services rendered under this agreement. CONSULTANT shall not be entitled to any payment or monies unless CONSULTANT's services as set forth herein are acceptable to COUNTY. All out-of-pocket and other expenses incurred by CONSULTANT in connection with the performance of services under this agreement shall be borne solely by CONSULTANT. To request payment, CONSULTANT shall submit to COUNTY , a properly completed voucher form.

4. <u>INDEPENDENT CONTRACTOR</u>: **CONSULTANT** is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of **COUNTY**, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of **COUNTY** including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

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TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST

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5. <u>INSURANCE REQUIREMENTS</u>: **CONSULTANT** shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of this agreement which shall include, but not be limited to:

- a. Commercial General Liability Insurance in a minimal amount of one million dollars, combined single limit (CSL) with two million dollars excess of one million dollars;
- b. Worker's Compensation;
- c. Disability Insurance;
- d. all other insurance required by law.

When **CONSULTANT** signs and returns this agreement, **CONSULTANT** shall provide **COUNTY Department of Law** with a policy endorsement showing the above-required insurance. **COUNTY OF ROCKLAND** shall be named as an additional insured on general liability insurance policies and policy endorsements and the policies and policy endorsements shall provide that the insurance shall not be cancelled or terminated without thirty- (30) days prior written notice to **COUNTY**. Unless and until **CONSULTANT** obtains such insurance and provides a policy endorsement to **COUNTY**, this agreement shall not be effective and no monies shall be paid or given to **CONSULTANT**.

6. <u>INJURY, PROPERTY DAMAGE</u>: **CONSULTANT** shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of **CONSULTANT**, its agents or employees in connection with its work, activities or services under this agreement. **CONSULTANT** represents and warrants that its agents and employees possess the experience, knowledge, skills and independence necessary for the work/services to be performed in connection with this agreement.

7. <u>INDEMNIFY AND HOLD HARMLESS</u>: **CONSULTANT** agrees to protect, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the activities or omissions of **CONSULTANT**. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

8. <u>FINANCIAL RECORDS/AUDIT</u>: **CONSULTANT** shall maintain records of all its financial transactions, including all expenses and disbursements that relate to this agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Such records shall be made available to **COUNTY** for inspection or audit upon request. No compensation or fee for services will be due **CONSULTANT** unless or until financial statements have been filed with the Rockland County Department of Finance, if and when required by County Finance Department.

9. <u>FUNDING/RESERVATION OF RIGHTS</u>: **COUNTY** monies provided to **CONSULTANT** pursuant to this agreement, may be based upon and/or subject to funding statements, or actual funds provided to **COUNTY**, from New York State or the Federal Government, either directly or by reimbursement; in such case **COUNTY** retains the right and discretion to adjust payments of **COUNTY** funds to **CONSULTANT**, based on the actual amounts **COUNTY** receives or is to receive from New York State or Federal Government.

10. <u>LIABILITY ONLY FOR MONIES BUDGETED</u>: This agreement shall be deemed executory to the extent of the monies appropriated in **COUNTY's** current budget for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** are pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget.

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TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST

RFP NUMBER: RFP-RC-08-008

11. <u>NO ASSIGNMENT</u>: **CONSULTANT** shall not assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

12. <u>LAWS OF THE STATE OF NEW YORK</u>: This agreement shall be governed by the Laws of the State of New York.

13. <u>LABOR LAW AND EXECUTIVE LAW</u>: **CONSULTANT** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

14. <u>LOCAL LAWS AND RESOLUTIONS</u>: **CONSULTANT** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

15. <u>APPROVAL OF FEDERAL, STATE AND LOCAL AGENCY</u>: Notwithstanding any other provisions of this agreement, **COUNTY** shall not be liable for any payment or compensation to **CONSULTANT** until the services rendered by **CONSULTANT** under this agreement meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the services to be rendered under this agreement which provides funding in whole or in part for the services provided under this agreement.

16. <u>COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990</u>: **CONSULTANT** agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

17. <u>TERMINATION/AMENDMENT</u>: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**.

18. <u>ENTIRE AGREEMENT/NO MODIFICATION</u>: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

SECTION C – FORMS

Receipt Confirmation Form

Failure to return this form may result in no further communication regarding this RFP.

Please complete and return this confirmation form within 5 working days to: Paul J. Brennan, CPPO, CPPB
Director of Purchasing, Department of General Services
County of Rockland
Sanatorium Road, Bldg. A, Pomona, NY 10970
Tel. (845) 364-3820 Fax: (845) 364-3809

Company Name:		
Address:		
City:		Zip Code:
Contact Person:		
Phone Number:	Fax Numbe	r:
I have received a copy of the above noted RFF	2.	
We will be submitting a propo	sal	
We will not be submitting a pr	oposal	
I authorize the County of Rockland to send fur nature by the following method:	rther correspondence that the Co	ounty deems to be of an urgent
Courier Collect:	Mail	
Signature:		
Title:		
If a proposes meeting has been arranged for th		

rectconf.frm

TITLE: YOUTH DEVELOPMENT TRAINERS AND	64-3820 / TELEFAX: 845-3 ASSESSORS FOR THE	RFP NUMBER:
COUNTY OF ROCKLAND YOUTH BUREAU, ON AN QUALIFIED SUPPLIERS LIST		RFP-RC-08-008
<u>ALL</u> QUESTIONS PERTAININ SUBMIT	NG TO THIS SOLI TED IN WRITING	
(PLEASE USE THIS FORM AND TELEFAX TO 845-36-		N OF PAUL, J. BRENNAN, DIRECTOR OF
	Ι	DATE:
Vendor Name:	T	No.:
Telephone No.:		

COUNTY OF ROCKLAND - DGS-PURCHASING BLDG, A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

PAGE: 30

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809 **RFP NUMBER:**

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, **OUALIFIED SUPPLIERS LIST**

RFP-RC-08-008

AFFIDAVIT OF DISCLOSURE OF POLITICAL CONTRIBUTIONS PURSUANT TO CHAPTER 323 OF THE ROCKLAND COUNTY CODE

STATE OF NEW YORK)

: SS:

COUNTY OF ROCKLAND)

NAME OF REPORTING ENTITY:

ADDRESS: _____

TELEPHONE NO.: _____ TELEFAX NO.: _____

THE REPORTING ENTITY IS (Check one of the following):

AN INDIVIDUAL A PARTNERSHIP A CORPORATION

THE REPORTING ENTITY: (Check One)

Will enter into a contract with the County of Rockland which did/did not result from public bidding in excess of Ten Thousand Dollars (\$10,000.00) this calendar year.

Is currently under a contract with the County of Rockland in excess of Ten Thousand Dollars (\$10,000.00).

THE REPORTING ENTITY, ITS MEMBERS, DIRECTORS, POLICY MAKING OFFICERS, OR MAJORITY SHAREHOLDERS, HAVE DIRECTLY OR INDIRECTLY MADE THE FOLLOWING CONTRIBUTIONS TO THE PERSONS OR ORGANIZATIONS LISTED BELOW. (PLEASE LIST ALL CONTRIBUTIONS HAVING A VALUE IN EXCESS OF TWO HUNDRED DOLLARS (\$200.00) PER YEAR MADE TO ANY POLITICAL PARTY OR ANY INDIVIDUAL OR ANY COMMITTEE FOR AN INDIVIDUAL RUNNING FOR PUBLIC OFFICE IN ROCKLAND COUNTY OR IN A DISTRICT IN WHICH ROCKLAND COUNTY IS LOCATED, FOR A PERIOD OF THREE (3) YEARS PRIOR TO THE DATE OF THIS AFFIDAVIT.) .:

NOTE: PLEASE ANSWER "NONE" OR LIST EACH CONTRIBUTION SEPARATELY.

(Use additional sheets if necessary)

NAME OF CONTRIBUTOR	RELATIONSHIP TO REPORTING ENTITY	CONTRIBUTION MADE TO	DATE OF CONTRIBUTION OF	VALUE & NATURE OF CONTRIBUTION

I am the (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

SIGNATURE:

PRINT NAME & TITLE:

SWORN to before me this day of

, 20____

Notary public

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

CERTIFICATION REGARDING AFFIRMATIVE ACTION PLAN AND BUSINESS DEALINGS IN NORTHERN IRELAND

State of New York)

:SS

County of Rockland

AFFIRMATIVE ACTION PLAN

I,	being duly sworn, deposes and says that he/she is the	

of the _____ Corporation. I and/or the corporation (DO) (DO NOT) employ fifteen (15)

(Circle One)

employees and I (TRANSACT) (DO NOT TRANSACT) a minimum of \$50,000 per annum business with the County of Rockland. (Circle One)

Based on the above information, If either the Corporation or I is transacting business greater than \$50,000 annually, a copy of the corporations Affirmative Action Plan is attached to this RFP submittal

BUSINESS DEALINGS IN NORTHERN IRELAND – MACBRIDE PRINCIPLES

In accordance with Article 5 of the County of Rockland Procurement Policy, the proposer, by submission of this proposal certifies that it or any individual or legal entity in which the proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the proposer, either: (answer yes or no to one or both of the following, as applicable).

(1) has business operations in Northern Ireland: Yes_____ No_____ if yes;

(2) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to the nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their companies with such Principles.

Yes_____ No_____

SIGNED

SWORN to before me this

_____ day of _____

20_____

Notary Public:

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

	COUNTY OF	' ROCKLANI	D - DGS-P	URCHASING	
BLDG. A.	, 2ND FLOOR,	50 SANATO	RIUM RD,	POMONA, NY	10970
TE	LEPHONE: 84	5-364-3820 /	TELEFAX	: 845-364-3809	

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

PAST & PRESENT PERFORMANCE INFORMATION FORM

Provide the information requested in this form for each contract/program being described as a reference. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations, if any, set forth in specifications. **Prior to proposal submission, confirm that all provided contacts and contact information is current.**

A.	Offeror N	Tame (Company/Division):
B.	Contract 1	Name/Title:
C.	Contract S	Specifics:
	1.	Customer:
	2.	Period of Performance:

- 3. Original Contract Value:
- 4. Current or Final Contract Value:
- D. Brief Description of your Effort. Identify whether you were a Prime or Subcontractor.

E. Completion Date:

- 1. Original Date:
- 2. Current or Final Date:
- 3. How Many Times Changed:

4. Primary Causes or Reasons of Change:

PAGE: 33

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST

RFP NUMBER: RFP-RC-08-008

- F. Primary Customer Points of Contact: (For Government Contracts, provide current information on both individuals. For commercial contracts, provide points of contact fulfilling these same roles.) (FAX NUMBERS ARE MANDATORY)
 - 1. Program/Project Manager:

	Name:		
	Address:		
	Telephone:	Fax:	
	E-mail:		
2.	Contracting Officer		
	Name:		
	Address:		
	Telephone:	Fax:	
	E-mail:		

- G. Address any technical (or other) area about this contract/program considered unique.
- H. Specify, by name, any key individual(s) who participated in this contract and are proposed to support acquisition detailed in the RFP.
- I. Identify whether subcontractors were utilized on the referenced contract/program. If subcontractors were used, identify the names of the subcontractors and the percentage of the contract the subcontractor was responsible for.

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST RFP NUMBER: RFP-RC-08-008

SECURITY STATEMENT FORM

USE OF CONFIDENTIAL INFORMATION

Our company will respect and maintain strict confidentially in the use of all data that our company employees main gain access to for the purpose of preparing a response to RFP#______ and for the performance of any subsequent contract. Information obtained from the County will be used only by authorized company employees and for only those purposes for which the County provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to the County promptly after use, all documents supplied along with all records of information derived therefrom.

Signature of Company Representative

Date

Name

Title

Company Name

TITLE: YOUTH DEVELOPMENT TRAINERS AND ASSESSORS FOR THE COUNTY OF ROCKLAND YOUTH BUREAU, ON AN AS NEEDED BASIS, QUALIFIED SUPPLIERS LIST

RFP NUMBER: RFP-RC-08-008

COUNTY OF ROCKLAND DEPARTMENT OF GENERAL SERVICES - PURCHASING DIVISION

DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

- 1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a pubic or private contract or subcontract, or in the performance of such contract or subcontract.
- 2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.
- 3. List any convictions or civil judgments under state or federal antitrust statutes.
- 4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
- 5. List any prior suspensions or debarments by any government agency.
- 6. List any contracts not completed on time.
- 7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

I,, as		
Name of Individual	Title & Authority	
Of Company Name	, declare under oath that the above	
Statements, including any supplemental responses at	tached hereto, are true.	
Signature		
State of	County of	
Subscribed and sworn to before me on this	_day of20 by	
Representing him/herself to be	of the Company	