

**YONKERS WORKFORCE DEVELOPMENT BOARD
REQUEST FOR PROPOSALS FOR A
ONE-STOP OPERATOR TO COORDINATE EMPLOYMENT AND TRAINING
SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
OPPORTUNITY ACT (WIOA) of 2014**

ISSUE DATE: Friday, March 17, 2017
DUE DATE: Friday, May 5, 2017 at 12:00 PM EST

ISSUED BY:

The Yonkers Office of Workforce Development
20 South Broadway, 12th Floor, Suite 1205
Yonkers, New York 10701
Telephone 914-963-1730

CITY OF YONKERS

**MIKE SPANO
MAYOR**

**SEAN McGRAIL
EXECUTIVE DIRECTOR
YONKERS OFFICE OF WORKFORCE DEVELOPMENT**

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I. SUMMARY

The Yonkers Workforce Development Board (the “YWDB”) invites proposals from qualified public, private or nonprofit entities (See Section II, subparagraph “3”) for the delivery of One Stop Operator services in accordance with the requirements of the Workforce Innovation and Opportunity Act of 2014, Pub. L 113-128 (“WIOA”) resulting agreement will be for the four (4) year period commencing as of July 1, 2017 through June 30, 2021.

One (1) original and four (4) completed copies of the proposal **MUST** be received no later than **Friday, May 5, 2017** at **12:00 PM EST** the following address:

20 South Broadway, 12th Floor, Suite 1205
Yonkers, New York 10701
Telephone 914-963-1730

Eligible applicants must have experience providing WIOA services and/or similar services.

Funding for this contract is subject to federal budgetary policy decisions, the availability of funds that includes City of Yonkers receipt of funds; as well as; continued successful performance of the selected contractor.

This Request for Proposals (“RFP”) is available on the Internet at www.yonkersny.gov under “Government, Departments, Workforce Investment Board, and One Stop Operator RFP”.

Interested parties are responsible for checking the website daily for related addendum. Prospective Respondents are responsible for accessing all addenda.

II. One-Stop Operator RFP Planning Schedule

<u>DATE</u>	<u>ACTIVITY</u>
Tuesday, March 17, 2017	RFP Packet One Stop Operator Available online
Friday, March 31, 2017	Proposer's Conference 20 South Broadway, 12 th Floor, Suite 1205 Yonkers, NY 10701
Friday, April 7, 2017	Proposer's Conference 20 South Broadway, 12 th Floor, Suite 1205 Yonkers, NY 10701
Wednesday, April 19, 2017 12:00PM EST	Last day for Requests for clarification of this RFP MUST be in writing and submitted via e-mail to the Program Administrator at sean.mcgrail@yonkersny.gov
Friday, April 21, 2017	Responses to questions will be posted on the City of Yonkers website www.yonkersny.gov
Friday, May 5, 2017 at 12:00PM EST Deadline	Proposals received by Yonkers Office of Workforce Development
Friday, June 23, 2017	Notification of Award
Monday, July 1, 2017	Program Begins

Note: Dates are subject to change

III. BACKGROUND

On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (“WIOA”) into law. WIOA, which took effect on July 1, 2015, supersedes the Workforce Investment Act of 1998 (“WIA”), and like WIA, is designed to help job seekers access employment, education, training, and support services to help them succeed in the labor market. WIOA is the first legislative reform of the public workforce system in 15 years. The legislation also focuses on how local businesses may access and use the resources of the local One-Stop Centers to meet their respective workforce needs.

WIOA is based upon a “One-Stop Delivery System.” Yonkers One-Stop System operates through a Career Center. This center provides a variety of employment, career and training services under one roof to assist individuals to meet their employment, career planning, and training needs, while also assisting local employers to meet their workforce needs for qualified personnel. Businesses also access and use the career center and website to post jobs, search for candidates, and apply for funding to support training new and existing workers. The One-Stop Career Center Services are provided by the Yonkers Workforce Development Board and the Yonkers Office of Workforce Development (the “YWDB” and the “YOWD”). The City of Yonkers has been designated as a Local Workforce Development Area (the “YLWDA”) under WIOA by the Governor of New York.

Job Seeker Services:

WIOA service providers provide outreach and recruitment for program applicants, determine eligibility for programs, assess the interest and skill levels of job seekers, link and fund job training activities for job seekers, and assist with job placement and follow up with employees. All of these activities are provided along with the full range of supportive services, on an as needed basis, necessary for individuals to ensure that they complete their job training.

Program services for eligible adults, dislocated workers and youth are provided in an integrated service delivery environment which means co-enrollment of the job seeker into relevant and eligible programs along with a seamless approach to services offered.

Business Services:

Businesses receive one on one service from the business services staff and may use the One Stop website to post jobs and screen resumes.

Youth Services:

Youth services are also provided by the Yonkers Workforce Development Board. The Youth Sub-Committee of the Workforce Development Board makes recommendations to the YWDB regarding youth issues. The Youth Sub-Committee, members of the YWDB, is composed of

representatives from business, education, and community-based organizations.

One-Stop Operator:

The YWDB is soliciting a One-Stop Operator that will provide the function as described in this RFP. The One-Stop Operator will not provide One-Stop career services; rather will coordinate services.

IV. PURPOSE

Background:

WIOA's focus is on further enhancing the high quality one-stop center system by continuing to align investments in workforce, education, and economic development to regional in-demand jobs. The new law places greater emphasis on local resource coordinator to better meet the needs of jobseekers, workers, and businesses. This includes the cultivation of partnerships and strategies necessary for one-stops to provide job seekers and workers with the high-quality career services, education and training, and supportive services. Therefore, under WIOA the Career Centers are required to partner with a range of federally funded employment and training programs to promote the coordination of services on behalf of job seekers and businesses. The One Stop Operator will be integral in supporting the system and coordinating these services. The mandated partners include:

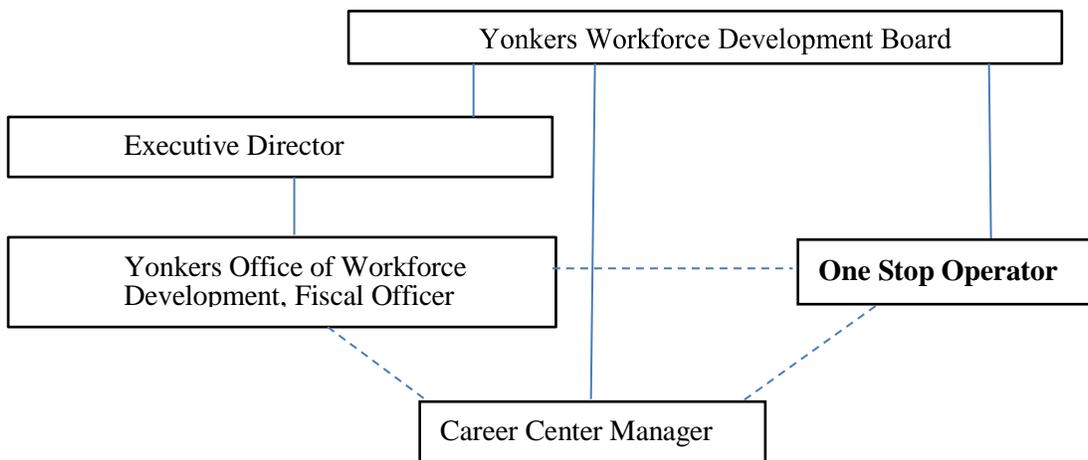
- WIOA Title I: Yonkers Office of Workforce Development
- WIOA Title II: New York State Department of Labor
- WIOA Title III/Trade Act/Unemployment Compensation/Wagner Peyser: New York State Department of Labor
- WIOA Title IV: New York State Commission of the Blind and ACCESS-VR
- Title V- Older Americans: State Office for the Aging (SOFA) Senior Community Service Employment Program (SPSEP)
- CTE-Perkins: Westchester Community College
- Community Service Block Grant: Yonkers Community Action Program
- Housing and Urban Development Employment & Training Programs
- Second Chance Act of 2007
- Temporary Assistance to Needy Families: Westchester County Department of Social Services
- Youth Build: Westchester Community Opportunity Program (WestCOP)

Role of the One Stop Operator:

The One Stop Operator (“Operator”), in a consultant role, will play a critical role in supporting the local workforce system to coordinate its diverse partners to achieve its service delivery vision and reach its ‘to be defined’ performance goals. Specifically, the Operator will:

- Convene up to four, at a minimum, three-hour meetings per year of mandated partners to support the Memorandum of Understanding (MOU)¹ implementation as specified by the Board. The Operator will develop meeting agendas, meeting activities, facilitate meetings, and provide meeting notes; and
- Develop an appropriate mechanism to semi-annually report on the progress and performance of the partnerships across the system to the Yonkers Workforce Development Board.

Below is the expected reporting relationship for the One Stop Operator:



_____Straight line indicates a direct reporting relationship.
-----Dotted line indicates a monitoring relationship.

¹ Under WIOA, each mandated partner is required to enter into a Memorandum of Understanding that outlines the service delivery and financial relationship for co-located partners, and service delivery coordination and “cost sharing” for non-co-located partners. MOUs are required to be in place by July 1, 2017.

V. FUNDING

Yonkers Office of Workforce Development intends to budget \$6,000 annually for this reimbursement-based contract. At its discretion, the Board may amend contracts based on performance and funding availability, and/or renew contracts for up to 3 consecutive contract periods (July 1, 2017 through June 30, 2021). Proposers must include their hourly reimbursement rate in the proposal. The rate should be inclusive, and detail all expenses, i.e. travel, etc.

VI. APPLICANT ELIGIBILITY

The WIOA Joint Final Rule requires Local Workforce Boards to use a competitive process based on local procurement policies and procedures, and the principles of competitive procurement in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200 and 2 CFR part 2900, which may be found at <http://www.ecfr.gov> . To ensure a unbiased competition, the Yonkers Workforce Development Board is soliciting proposals from governmental units, public or private not-for-profit or for-profit entities (including corporations, partnerships, or sole proprietorships), eligible local educational agencies, faith-based and community-based agencies, and/or a consortium of WIOA partners as described in the law. For more information on eligibility see: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_15-16_Acc.pdf . As a result of this process, the Yonkers Workforce Development Board will collect, independently review, and recommend a proposer to the Yonkers Workforce Development Board's Executive Committee for selection.

Qualifications are as follows:

- An understanding of the Workforce Innovation and Opportunity Act. Similarly, a general understanding of the local workforce system and its stakeholders is not required, but preferred.
- Strong, demonstrated experience (3-5 years) facilitating large, diverse stakeholder groups to a common goal or outcome is expected. The ability to remain a neutral facilitator will be critical.
- Experience in meeting agenda development, planning, and execution.
- Ability to work closely with Workforce Development Board to monitor the system's strategic objectives and make recommendations for system continuous improvements.
- Other roles and responsibilities as defined by the Board.

VII. PROPOSAL INSTRUCTIONS

- **Deadline**

Proposals received in response to this RFP must be received as a solitary PDF document no later than 12:00 p.m. (Noon) on **May 5, 2017** via mail or email (subject line to read “One Stop Operator Proposal”) to Sean McGrail at sean.mcgrail@yonkersny.gov . All proposals should be addressed to:

ATTN: Sean McGrail, Executive Director
Yonkers Office of Workforce Development
20 South Broadway, 12th floor Suite 1205
Yonkers, New York 10701

Proposals received to the above address/email on/or before the deadline and that comply with all RFP requirements will be reviewed and considered for funding.

- **Evaluation Criteria**

Yonkers Workforce Development Board will form committee to review all proposals to ensure compliance with the requirements of the RFP, and rate the proposals accordingly. Yonkers Workforce Development Board intends to host a blind evaluation, where the organization’s name will be redacted during the review to ensure an unbiased review. Evaluation is based on but not limited to:

The committee will look for demonstrated experience, capability and description of proposed approach as follows:

- Understanding of the local workforce system and WIOA;
- Convening and facilitating diverse partners to an outcome ;
- Client engagement approach ;
- Meeting development ;
- Development of performance reports and outcomes for “partnerships” ;
- Understanding of continuous improvement ; and
- Proposed hourly rate.

The Board reserves the right to weigh the above factors as it deems fit.

Based on the results of the review process, a recommendation is anticipated to be made no later than May 17, 2017. The Workforce Development Board makes the final approval of funding on June 23, 2017.

- **Format of Proposal**

- A. A single optimized PDF document
- B. Arranged in proper order
- C. Not to exceed eight (8) pages of narrative
- D. Formatted to 8.5 x 11 paper size using 12 point font, 1 inch margins and Times New Roman
- E. Text lines may be single spaced
- F. All pages of narrative section must be numbered and contain the applicant name as the footer
- G. Quantify hours of service, and other crucial components of service delivery
- H. Any proposed collaboration must be supported by detail
- I. Be concise and avoid extraneous references and unnecessary detail

- **Content Requirements**

Organizations with interest in providing the requested services should submit a proposal narrative of not more than three pages that outlines the following information:

- The organization or entity's understanding and experience in workforce development, including the local system, and/or of WIOA and WIA.
- Overview of the organization or entity's previous experience facilitating large, diverse stakeholder groups to a common goal or outcome is expected. Specific examples are strongly encouraged. What is your approach in navigating and resolving challenging partnerships?
- Description of the organization or entity's expected client engagement approach. Frequency and methods of communication; expected approach in meeting agenda development, planning, and execution, etc.
- Other information, experience, or products deemed relevant to this solicitation.

Required attachments will not count against the narrative page total. Such attachments include:

- Resumes of key staff who will be assigned to this project and their roles on the project;
- Hourly rate, and expenses included within the hourly rate calculation;
- and three recent (last 5 years) references.

- **Questions on the RFP**

Requests for clarification and questions relating to the RFP will be accepted March 31, 2017 through April 19, 2017.

Requests for clarification and questions relating to the RFP must be in writing and submitted via e-mail to Sean McGrail at sean.mcgrail@yonkersny.gov with the subject line: "Proposer's Conference to RFP".

Written responses will be posted by Friday, April 21, 2017.

VIII. SCOPE OF WORK

Pursuant to Title 20 CFR **Section 678.620**, the One-Stop Operator will be responsible for providing operational oversight of One-Stop coordination of partners in the Yonkers Local Workforce Development Area (“LWDA”).

Coordinate of One-Stop Partnership -

- Coordinate services between the core WIOA Partners (WIOA Title 1, Adult Education, Vocational Rehabilitation, and Wagner-Peyser Employment Services) in the One-Stop System and Center(s) and will work with all funded Operators to facilitate partnering and implementation of agreed upon roles, resource sharing, and with the required One-Stop core partners via a Memorandum of Understanding, still to be developed;¹
- Convene partners regularly to build affiliation and commitment;
- Work with partners to continuously improve the system;
- Expand partnership and increase intergraded service delivery; and
- Arrange and offer cross-partner frontline staff training.

Process and Service Provision -

- Develop processes to monitor that all customers receive appropriate, timely, and effective WIOA services;
- Provide guidance on the development of a broad range of employment and training services to meet the needs of residents and employers to be provided in the One-Stop Center(s);
- Help implement a formal referral process for services within and outside of the Center(s); and
- Conduct monthly meetings with representatives of the service providers in the One Stop System.

Accountability and Reporting -

- Develop and implement a system to gather, analyze, and report performance of core partners, center processes, and system services;
- Perform continuous improvement activities to achieve high level of service quality and to enhance customer service; and
- Ensure compliance with all State and local policies and procedures relative to One-Stop System and One-Stop Center.

IX. TERM:

The term of any ensuing agreement will commence on or about July 3, 2017 and will continue annually through June 30, 2021 so long as other provisions as delineated herein are followed.

X. LEGAL UNDERSTANDINGS

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

- That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the City of Yonkers, Yonkers Office of Workforce Development, and the Yonkers Workforce Development Board 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 City of Yonkers, Yonkers Office of Workforce Development, and the Yonkers Workforce Development Board for the required services;
- By submitting a proposal, the proposing entity agrees and understands that the City of Yonkers, Yonkers Office of Workforce Development, and the Yonkers Workforce Development Board is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the City, Yonkers Office of Workforce Development, and the Yonkers Workforce Development Board its elected officials, officers, employees or agents, shall not be binding against the City of Yonkers, Yonkers Office of Workforce Development, and the Yonkers Workforce Development Board 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 Yonkers Workforce Development Board, the Yonkers Board of Acquisition & Contract and the Office of the Corporation Counsel.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the City of Yonkers 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 City of Yonkers Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;

- To waive any irregularities in proposals received after notification to all proposers;
- 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 select the proposal that best satisfies the interests of the Yonkers Office of Workforce Development and the Yonkers Workforce Development Board and not necessarily on the basis of price or any other single factor in the evaluation criteria;
- While this is an RFP and not a bid, the City of Yonkers 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 on behalf of the Yonkers Office of Workforce Development and the Yonkers Workforce Development Board;
- The City of Yonkers, Yonkers Office of Workforce Development, and the Yonkers Workforce Development Board assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The City of Yonkers, Yonkers Office of Workforce Development, and the Yonkers Workforce Development Board 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.

XI. PROPOSAL REQUIREMENTS

Proposal Format

In order to be considered, Propers must supply all the information requested. The proposal must contain the following sections in order:

1. Proposer Certification (Section XVI).
2. Organizational Capability Narrative (limited to 2 typed pages)
3. Program Narrative (Schedule B and limited to 10 Pages)
4. Budget/Budget Narrative (Schedule “B-1” and “B-2”)
5. MBE/WBE (Schedule “C”)
6. References (Schedule "D")
7. Required Disclosure Form (Schedule “E”)

- a . All responses to this Request for Proposals (RFP) must be complete. All proposals shall be on plain white bond paper (8.5 x 11 inches), double space and type in 12-point font.

Binder clips may be used to keep pages together; NO staples should be used. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.

- b. Proposals must be submitted on the proposer's letterhead or standard proposal form and signed by an authorized representative of the proposer. Telephone or facsimile proposals will not be accepted.
- c. The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that "this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein."

Submittal should include one (1) original and four (4) completed copies

Please **hand deliver, express mail or courier to:**

SEAN McGRAIL
EXECUTIVE DIRECTOR
YONKERS OFFICE OF WORKFORCE DEVELOPMENT
20 South Broadway, 12th Floor, Suite 1205
Yonkers, New York 10701
Telephone 914-963-1730

PACKAGES MUST BE MARKED: "RFP FOR ONE STOP OPERATOR"

Proposals must be received BY 12:00 p.m. EST, Friday, May 5, 2017. Telephone, facsimile, and email proposals will not be accepted.

- d. Proposals delivered prior to the deadline shall be secured unopened so long as the package is properly marked as set forth above. Late proposals will not be accepted.

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, OR YONKERS WORKFORCE DEVELOPMENT BOARD EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.

- e. Proposals MUST be signed. Unsigned proposals will be rejected.

- f. Proposers may be required to give an oral presentation to the Yonkers Workforce Development Board to clarify or elaborate on the written proposal.
- g. 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 City of Yonkers. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the City of Yonkers.

XII. CONTRACT

After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the City of Yonkers and Yonkers Workforce Development Board and will not be binding with the Yonkers Workforce Development Board and until signed by both parties and approved by the Yonkers Workforce Development Board, Yonkers Board of Acquisition & Contract Supply and the Office of the City Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE CITY 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 CITY.

The successful proposer will be asked to sign a contract substantially in the form attached hereto as **SCHEDULE “F”** and obtain insurance as required in **SCHEDULE “G”**.

XIII. 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 City of Yonkers, 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 Yonkers Office of Workforce Development, the Yonkers Workforce Development Board or any City employee, officer or official.

XIV. CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State and City laws. All proposers must disclose with their proposals the name of any officer, director or agent who is

also an employee of the City of Yonkers. Further, all proposers must disclose the name of any City officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

XV. PROPOSALS 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 City considers proper under the law. If the City enters into an agreement with this proposer, the City 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 City of Yonkers, Yonkers Office of Workforce Development, and the Yonkers Workforce Development Board assumes no liability for disclosure of information so identified, provided that the City 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 City of Yonkers and the Yonkers Workforce Development Board, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

XVI. MBE/WBE

Pursuant to Section 308.01 of the Laws of the County of Westchester it is the goal 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 City of Yonkers. Therefore, the City of Yonkers asks Proposers to complete the questionnaire attached hereto as **SCHEDULE "C"**

XVII. REFERENCES:

The Agency shall provide a profile on **SCHEDULE "D"** which, at a minimum includes the following items:

- a. Agency Name
- b. Address
- c. Year Agency was founded
- d. Total Number of Employees in Agency
- e. References: Indicate three (3) current client references for similar services, include:
 - 1) Client Name
 - 2) Client Address
 - 3) Contact Name, Title and Telephone Number
 - 4) Description of Services

XVIII. DISCLOSURE FORM:

To avoid conflicts of interest and the appearance of impropriety, the Proposer shall be required to complete the Disclosure Form attached hereto as **SCHEDULE "E"**.

XIX. ATTACHEMNTS

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 Yonkers Workforce Development Board 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 Yonkers Workforce Development Board for the required services. The undersigned agrees and understands that the Yonkers Workforce Development Board 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 Yonkers Workforce Development Board, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Yonkers Workforce Development Board and approved by the Yonkers Workforce Development Board, City of Yonkers Board of Acquisition & Contract and by the Office of the City Attorney.

It is understood and agreed that the Yonkers Workforce Development Board 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 Yonkers Workforce Development Board 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 Yonkers Workforce Development Board is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
CITY 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

**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, _____,
(Officer other than officer signing contract)

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

a corporation duly organized and in good standing under the _____ (Law
under which organized, e.g., the New York Business Corporation Law) named in the foregoing
agreement; that

(Person executing agreement)

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

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

of the Corporation and that said agreement 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.:
CITY 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

Date

SCHEDULE “A”

SCOPE OF WORK

Pursuant to Title 20 CFR Section 678.620, the One-Stop Operator will be responsible for providing operational oversight of One-Stop coordination of partners in the Yonkers Local Workforce Development Area (“LWDA”).

Coordinate of One-Stop Partnership

- Coordinate services between the core WIOA Partners (WIOA Title 1, Adult Education, Vocational Rehabilitation, and Wagner-Peyser Employment Services) in the One-Stop System and Center(s) and will work with all funded Operators to facilitate partnering and implementation of agreed upon roles, resource sharing, and with the required One-Stop core partners via a Memorandum of Understanding, still to be developed. ²
- Convene partners regularly to build affiliation and commitment.
- Work with partners to continuously improve the system
- Expand partnership and increase intergraded service delivery
- Arrange and offer cross-partner frontline staff training

Process and Service Provision

- Develop processes to monitor that all customers receive appropriate, timely, and effective WIOA services;
- Provide guidance on the development of a broad range of employment and training services to meet the needs of residents and employers to be provided in the One-Stop Center(s);
- Help implement a formal referral process for services within and outside of the Center(s);
- Conduct monthly meetings with representatives of the service providers in the One Stop System;

Accountability and Reporting

- Develop and implement a system to gather, analyze, and report performance of core partners, center processes, and system services;
- Perform continuous improvement activities to achieve high level of service quality and to enhance customer service;
- Ensure compliance with all State and local policies and procedures relative to One-Stop System and One-Stop Center;

SCHEDULE “B”

Program Narrative

Agency Name: _____

Please respond to the questions posed in Section VII under “Proposal Narrative”. If more room is necessary to provide an adequate response, please feel free to attach additional pages. (Limited to 5 typed pages: using 12-point font double spacing).

SCHEDULE “B-1”

Budget

Cost Categories	Annual Salary	Percentage	Charged to Program	6/1/2017-5/31/2018	6/1/2018-5/31/2019	6/1/2019-5/31/2020	6/1/2019-5/31/2021	Total Consolidated Budget
<u>A. Personnel Costs</u>								
Sub-total salaries								
<u>B. Fringe Benefits</u>								
Total Fringe Benefits								
Total Personnel								
<u>C. Non-Personnel Costs</u>								
<u>D. Other Than Personnel Costs</u>								
Total OTPS								
Total Program Costs								

SCHEDULE "B-2"

Budget Narrative

SCHEDULE "C"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES

OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the City of Yonkers' program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, 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 corporation, 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 "D"

REFERENCES

- a.** Firm Name
- b.** Address
- c.** Year Firm was founded
- d.** Total Number of Employees in Firm
- e.** References: Indicate three (3) current client references for similar services, include
 - 1)** Client Name
 - 2)** Client Address
 - 3)** Contact Name, Title and Telephone Number
 - 4)** Description of Services

SCHEDULE "E"
CONTRACTOR/CONSULTANT BACKGROUND QUESTIONNAIRE

This questionnaire has been developed to collect information from contractors wishing to do business with the City of Yonkers. Please complete the questionnaire carefully, answering all questions truthfully and accurately. Use additional sheets if necessary

GENERAL INFORMATION Initial Application: YES NO Revision: YES NO

1. Submitting Business Name _____
EIN/SSN _____
Dun & Bradstreet # _____
Other names, including trade names _____
including trade names or _____
"Doing Business As" name(s), if any. _____
Business Address and date business _____
located at this address _____
Other business addresses, if any (satellite _____
offices, plants, warehouses, branch offices _____
headquarters, etc.) _____
Mailing address, if different from above _____

Telephone Number _____
Fax Number _____
E-Mail _____
Contact Person and Title _____
Company website _____

2. Does this business now, or has it in the past 5 years, used an EIN, SSN, or name other than those given in the above question? YES NO If YES, please provide details and explain: _____

3. Has this business changed ownership and/or address(es) in the past five years? YES NO . If YES, please provide all complete former addresses: _____

4. Date business was formed and or incorporated: _____

5. Type of Organization (Please circle one)

a. Business Corporation including not-for-profit or limited liability

State/County in which incorporated _____

Name of individuals/entities incorporating business _____

- b. Sole Proprietorship
- c. General Partnership/ Limited Partnership
State or County where partnership certificate/agreement is filed _____
- d. Joint Venture
- e. Other (Explain) _____

6. Type of Business: _____

BUSINESS INFORMATION

PRINCIPALS

7. For all proprietors, partners, directors, officers, major shareholders any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, ("controlling parties"), please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.

8. Number of Employees _____

9. Is this business now or has it been in the last five years a subsidiary of another business? YES , NO . In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? YES , NO . If YES, please provide details and explain.

10. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES , NO . If YES, please provide details and explain. _____

11. Is this business or any business listed in response to question 14 now or has it been in the last five years:

- a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary? YES , NO
- b. A vendor of or contractor to the City of Yonkers? YES , NO
- c. A subcontractor on any contract with the City of Yonkers? YES , NO .

If YES to any above, please provide details and explain. _____

12. Are any of the persons listed in answer to question 7 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES , NO . If YES, please provide details and explain.

13. Has this business or any business listed in response to question 12 at present or has it ever been:

- a. Debarred by any agency* from entering contracts? YES , NO .
- b. Found not responsible by any government agency? YES , NO .
- c. Declared in default and/or terminated for cause on any contract, including without limitation grant funded contracts, and/or had any contract cancelled for cause? YES , NO .
- d. Suspended by any government agency from entering any contract with it? YES , NO .
- e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES , NO .
- f. A respondent before the Grand Jury or any Federal, State or City Board? YES , NO .
- g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES , NO .
- h. Required to pay liquidated damages on a contract? YES , NO .
- i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES , NO .
- j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES , NO .
- k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES , NO .
- l. Subject of a criminal investigation** or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES , NO .
- m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES , NO .
- n. Failed to complete a contract? YES , NO .

If you answered YES TO ANY OF THE QUESTIONS ABOVE, please provide details including dates, agency/entity names, and disposition _____

* Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.

** An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry, or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

14. In the last five years, have any of the persons listed in response to question 12:
- Been the subject of an investigation involving any alleged violation of criminal law? YES , NO .
 - Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES , NO .
 - Been convicted, after trial or by plea, of any felony under State or Federal Law? YES , NO .
 - Been convicted of any misdemeanor involving business-related crimes? YES , NO .
 - Entered a plea of nolo contendere in a legal proceeding? YES , NO .
 - Entered a consent decree? YES , NO .
 - Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition on company letterhead.

Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:

- Been the subject of an investigation involving any alleged violation of criminal law? YES , NO .
- Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES , NO .
- Been convicted, after trial or by plea, of any felony under State or Federal Law? YES , NO .
- Been convicted of any misdemeanor involving business-related crimes? YES , NO .
- Entered a plea of nolo contendere in a legal proceeding? YES , NO .
- Entered a consent decree? YES , NO .
- Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition on company letterhead.

20. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES , NO . If YES, explain _____
-

21. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES , NO .
- If YES, explain _____

-
-
22. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

<u>Jurisdiction</u>	<u>Trade Category</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

23. Pursuant to Executive Order No 6-2013, “delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities.” Is the Contractor currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES , NO . If YES, explain _____
- _____
- _____

24. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers? YES ___ NO _____

If “Yes,” please list the address of each property.

25. **If requested, the Bidder shall provide a list of references on company letterhead in this format:**

1. Agency/owner
2. Contract number
3. Contract title
4. Name & location of project
5. Contact name, telephone number, address
6. Brief description of work and services provided
7. Indicate if you were a prime or sub-contractor

8. If you were the prime contractor and sub-contractors were used, identify the names of the sub-contractors and describe the work they performed
9. Period of performance
10. Original contract amount
11. Current or final contract amount
12. Number of change orders
13. Reason for change orders
14. Describe any area of the scope-of-work considered unique
15. Indicate any key individuals who participated in this contract that are proposed to be assigned to the City/YPS contract

SCHEDULE "F"

SAMPLE CONTRACT

THIS AGREEMENT made the _____ day of _____ 20__ by and between

THE YONKERS WORKFORCE DEVELOPMENT BOARD having an office and place of business at 20 South Broadway, Yonkers, New York.

(hereinafter the "YWBD")

and

_____, having an office and principal place of business at _____

(hereinafter the "Operator")

FIRST: The Operator shall coordinate the diverse partners within the One-Stop Center to achieve its service delivery vision and reach its 'to be defined' performance goals on behalf of the YONKERS WORKFORCE DEVELOPMENT BOARD (the "YWDB"), as more particularly described in the proposal, dated _____, 20__ which is attached hereto and made a part hereof as Schedule "A" (the "Work"). The Work shall be carried out by the Operator in accordance with current industry standards and trade practices.

SECOND: The term of this Agreement shall commence on July 1, 2017 and shall terminate on June 30, 2018, unless terminated earlier pursuant to the provisions of this Agreement. The YONKERS WORKFORCE DEVELOPMENT BOARD, at its sole option, may extend the term of the Agreement for up to two (2) additional one year periods.

The Operator shall report to the YONKERS WORKFORCE DEVELOPMENT BOARD on its progress toward completing the Work, as the Executive Director may request, and shall immediately inform the Executive Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the Operator shall be paid an amount not to exceed _____(\$_____) DOLLARS, payable in accordance with the budget in Schedule "B", which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT BOARD to the Operator for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

The Operator shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement; in no event shall total payment to the Operator exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT BOARD may, at its option, audit such books and records of the Operator as are reasonably pertinent to this Agreement to substantiate the basis for payment. The YONKERS WORKFORCE DEVELOPMENT BOARD will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the YONKERS WORKFORCE DEVELOPMENT BOARD shall find cause to withhold payment in the course of such audit or the Operator fails to cooperate with such audit. The YONKERS OFFICE OF WORKFORCE DEVELOPMENT or YONKERS WORKFORCE DEVELOPMENT BOARD shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

Unless the YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT BOARD shall, in writing, advises the Operator to the

contrary, the Operator shall retain all financial records related to this Agreement for a period of seven (7) years after the expiration or termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the YONKERS WORKFORCE DEVELOPMENT BOARD under this Agreement are subject to annual appropriations pursuant to the City Charter. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT BOARD 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 YONKERS WORKFORCE DEVELOPMENT BOARD hereunder shall constitute a current expense of the YONKERS WORKFORCE DEVELOPMENT BOARD and shall not in any way be construed to be a debt of the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT BOARD, in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT BOARD, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT BOARD. The YONKERS WORKFORCE DEVELOPMENT BOARD shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose.

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 CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT BOARD 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 City finances. After such analysis, the CITY OF YONKERS, YONKERS OFFICE OF

WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT BOARD shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the YONKERS OFFICE OF WORKFORCE DEVELOPMENT and/ or YONKERS WORKFORCE DEVELOPMENT BOARD subsequently offer to pay a reduced amount to the Operator, then the Operator shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The YONKERS OFFICE OF WORKFORCE DEVELOPMENT and/ or YONKERS WORKFORCE DEVELOPMENT BOARD, upon ten (10) days' notice to the Operator, may terminate this Agreement in whole or in part when the YONKERS WORKFORCE DEVELOPMENT BOARD deems it to be in its best interest. In such event, the Operator shall be compensated and the YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rate specified in Schedule "A", which rate shall be prorated to the actual date of termination. Upon receipt of notice that the YONKERS WORKFORCE DEVELOPMENT BOARD is terminating this Agreement in its best interests, the Operator shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the YONKERS WORKFORCE DEVELOPMENT BOARD, and the Operator shall direct any approved proposers to do the same.

In the event of a dispute as to the value of the Work rendered by the Operator prior to the date of termination, it is understood and agreed that the YONKERS WORKFORCE DEVELOPMENT BOARD shall determine the value of such Work rendered by the Operator. The Operator shall accept such reasonable and good faith determination as final.

(b) In the event the YONKERS WORKFORCE DEVELOPMENT BOARD determines that there has been a material breach by the Operator of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Operator of written notice thereof, the YONKERS OFFICE OF WORKFORCE DEVELOPMENT and/ or YONKERS WORKFORCE DEVELOPMENT BOARD, in addition to any other right or remedy it might have, may terminate this Agreement and the YONKERS

OFFICE OF WORKFORCE DEVELOPMENT and/ or YONKERS WORKFORCE DEVELOPMENT BOARD shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Operator. Without limiting the foregoing, upon written notice to the Operator, repeated breaches by the Operator of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Operator agrees to procure and maintain insurance naming the YONKERS OFFICE OF WORKFORCE DEVELOPMENT and YONKERS WORKFORCE DEVELOPMENT BOARD as additional insured, as provided and described in Schedule "C", 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 "C", the Operator agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, or YONKERS WORKFORCE DEVELOPMENT, the Operator shall indemnify and hold harmless the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and the YONKERS WORKFORCE DEVELOPMENT BOARD, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Operator or third parties under the direction or control of the Operator; and

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

EIGHTH: The Operator represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Operator independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

NINTH: The Operator expressly agrees that neither it nor any contractor, proposer, 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. The Operator acknowledges and understands that the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TENTH: The Operator 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 Operator as an employer of labor. The Operator 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, proposers and others employed to render the Work hereunder.

ELEVENTH: It is the goal of the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women. Attached hereto and forming a part hereof as Schedule "D" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Operator agrees to complete the questionnaire attached hereto as Schedule "D", as part of this Agreement.

TWELFTH: All records or recorded data of any kind compiled by the Operator 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 YONKERS OFFICE OF WORKFORCE DEVELOPMENT and the YONKERS WORKFORCE DEVELOPMENT BOARD. The Operator may retain copies of such records for its own use and shall not disclose

any such information without the express written consent of the Executive Director and the YONKERS WORKFORCE DEVELOPMENT BOARD. The CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD.

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

The Operator agrees to defend, indemnify and hold harmless the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD 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 Operator agrees to enable the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD continued use of the deliverable, or to modify or replace it. If the YONKERS OFFICE OF WORKFORCE DEVELOPMENT and YONKERS WORKFORCE DEVELOPMENT BOARD determine that none of these alternatives is reasonably available, the deliverable may be returned.

THIRTEENTH: The Operator shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the YONKERS WORKFORCE DEVELOPMENT BOARD. The Operator shall not subcontract any part of the Work without the written consent of the YONKERS WORKFORCE DEVELOPMENT BOARD, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the YONKERS WORKFORCE DEVELOPMENT BOARD is void. All subcontracts that have received such prior written consent shall provide that sub Operators are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Operator that for the purposes of this Agreement, all Work performed shall be deemed Work performed by the Operator.

FOURTEENTH: The Operator and the YONKERS WORKFORCE DEVELOPMENT BOARD agree that the Operator an independent contractor and not an employee of the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, proposers and/or consultants will hold themselves out as, or claim to be, officers or employees of the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD or any department, agency or unit thereof.

FIFTEENTH: Failure of the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall

not be deemed a waiver of any such breach and no waiver by the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD of any provision hereof shall be implied.

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the Yonkers Office of Workforce Development:

Executive Director, Sean McGrail
The Yonkers Office of Workforce Development
20 South Broadway, 12th Floor, Suite 1205
Yonkers, New York 10701
Telephone 914-963-1730

with a copy to:

City of Yonkers Law Department
40 South Broadway
Yonkers, NY 10701

To the Operator:

SEVENTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

EIGHTEENTH: In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this

Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

NINETEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

TWENTIETH: The Operator recognizes that this Agreement does not grant it the exclusive right to perform the Work for the YONKERS OFFICE OF WORKFORCE DEVELOPMENT and the YONKERS WORKFORCE DEVELOPMENT BOARD and that the YONKERS OFFICE OF WORKFORCE DEVELOPMENT and the YONKERS WORKFORCE DEVELOPMENT BOARD may enter into similar agreements with other agencies on an "as needed" basis.

TWENTY-FIRST: The Operator expressly agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Operator further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Operator shall use all reasonable means to avoid any conflict of interest with the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD and shall immediately notify the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD in the event of a conflict of interest. The Operator shall also use all reasonable means to avoid any appearance of impropriety.

For the breach or violation of this provision, without limiting any other rights or remedies to which the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD may be entitled or any civil or criminal penalty to which any violator may be liable, the CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD shall have the right, in its discretion, to terminate this Agreement

without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

TWENTY-SECOND: In an effort to avoid conflicts of interest and the appearance of impropriety in this contract, the Operator agrees to complete the Disclosure Form attached hereto as Schedule "E". In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Operator agrees to notify CITY OF YONKERS, YONKERS OFFICE OF WORKFORCE DEVELOPMENT, and YONKERS WORKFORCE DEVELOPMENT BOARD in writing within ten (10) business days of such event.

TWENTY-THIRD: The Operator agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "F" which is hereby incorporated by reference.

TWENTY-FOURTH: Operator will receive payment on a quarterly basis. Operator will submit invoice to the Yonkers Office of Workforce Development.

TWENTY-FIFTH: The Operator represents that, as a material element of this agreement, and prior to the rendering of any services to the YONKERS WORKFORCE DEVELOPMENT BOARD, it has filed with the Yonkers City Clerk an instrument in the form attached hereto as Schedule "H". In addition, the Operator hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTY-SIXTH: Pursuant to Act No. 56-1999, no City procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule "I". Therefore, the Operator agrees, as part of this Agreement, to complete the form attached hereto as Schedule "I".

TWENTY-SEVENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the City of Yonkers.

TWENTY-EIGHTH: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-NINTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the City Attorney and the YONKERS WORKFORCE DEVELOPMENT BOARD.

IN WITNESS WHEREOF, the City of Yonkers, Office of Workforce Development, Yonkers Workforce Development Board, and the Operator have caused this Agreement to be executed.

THE CITY OF YONKERS

YONKERS WORKFORCE DEVELOPMENT BOARD

THE OPERATOR

SCHEDULE "H"

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 Yonkers Office of Workforce Development and Yonkers Workforce Board, as may be required and approved by the Director of Risk Management of the City. 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 City of Yonkers and the Yonkers Workforce Board 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 City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the Department of Risk Management of the City 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 City, 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 City.

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

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

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

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

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

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

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

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

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

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

- (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 City of Yonkers (including its employees and other agents and agencies), Yonkers Office of Workforce Development, and Yonkers Workforce Development Board it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City of Yonkers, Yonkers Office of Workforce Development, and Yonkers Workforce Development Board is named as an insured, shall not apply to the City of Yonkers, Yonkers Office of Workforce Development, or Yonkers Workforce Development Board.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City of Yonkers, Yonkers Office of Workforce Development, and Yonkers Workforce Development Board (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.