Westchester gov.com

Robert P. Astorino
County Executive

Kevin J. Plunkett
Deputy County Executive

September 11, 2012

Sent by Electronic Mail

James E. Johnson, Esq.
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022

United States *ex rel* Anti-Discrimination Center of Metro New York Inc. v. Westchester County, New York (No. 06 Civ. 2860 (DLC))

Dear Jim:

By letter dated August 8, 2012, you were advised that the Marketing Consultant RFP had been posted on the County's Business Opportunities Website, and that proposals were due on August 24, 2012.

Two proposals were received, one from Housing Action Council which has been found to be responsive. The second proposal entitled "Housing Alive! THE NEXT CHAPTER" submitted by Greater Centennial CDC of Mount Vernon has been found to be not responsive to the RFP. The proposals are enclosed as attachments to this transmittal email.

Accordingly, the Administration is preparing resolutions for consideration by the Acquisitions and Contracts Board, authorizing the County to enter into a contract with Housing Action Council to serve as Marketing Consultant.

Also in the August 8th letter was a request that you confirm that signage for AFFH developments that conform to New York State signage requirements for affordable housing developments will not be found to have breached the requirements of the AFHMP. When New York State provides development funding, compliance with State regulations, particularly as to the size of the accessibility and fair housing logos, is required. There are several AFFH developments that are close to the stage where signage is required, and they do not want to have breached the AFHMP while conforming to state

Office of the County Executive

Michaelian Office Building
White Plains, New York 10601 Telephone: (914) 995-2909 Fax: (914) 995-3372 E-mail: kplunkett@westchestergov.com

REUSE RECYCLE

regulations. You appeared to indicate verbally that you did not anticipate that this would be a problem. We request written confirmation on which the developers can rely in the context of their AFHMP marketing efforts.

Very truly yours,

Kevin

Kevin J. Plunkett
Deputy County Executive

Attachments

Cc: Hon. Robert P. Astorino, Esq.
Robert Meehan, Esq., County Attorney
Mary J. Mahon, Esq., Special Assistant to the County Attorney
Erich Grosz, Esq., Debevoise & Plimpton LLP
Noelle Duarte Grohmann, Esq., Debevoise & Plimpton LLP
Jan Mensz, Esq., Debevoise & Plimpton LLP
Brandon Hasbrouck, Esq., Debevoise & Plimpton LLP
Glenda L. Fussa, Esq., Deputy Regional Counsel, New York Office, HUD
Benjamin H. Torrance, Esq., Assistant U.S. Attorney (S.D.N.Y.)

Housing Alive!
THE NEXT CHAPTER

Reactivating Affordable & Fair Housing Marketing for Westchester County

The Plan

- Five-pronged marketing approach
  - Urban Marketing 101
  - African American/Hispanic Clergy/ Business Tour
  - Mainstream/Social Media
  - Focus groups/Young Pro.

Why it will Work

- Using new contacts to market
- Access to leaders of the African American/Hispanic Community
- Familiar with urban media and jargon of young professionals
- Get to know the people in a more intimate setting
- Get ideas & feedback from those who elect(ed) you

Next Steps

- Rolling out Marketing material
- Set-up clergy/business tours
- Arrange focus groups
- Plan a calendar for highlighted monthly event(s) for 2013 and 2014

URBAN/HISPANIC MEDIA

NEW YORK Amsterdam News

EL CAMPEON DE LOS HISPANOS
EL DIARIO
LA PRENSA
WWW.ELDIARIONY.COM

TELEMUNDO

univision

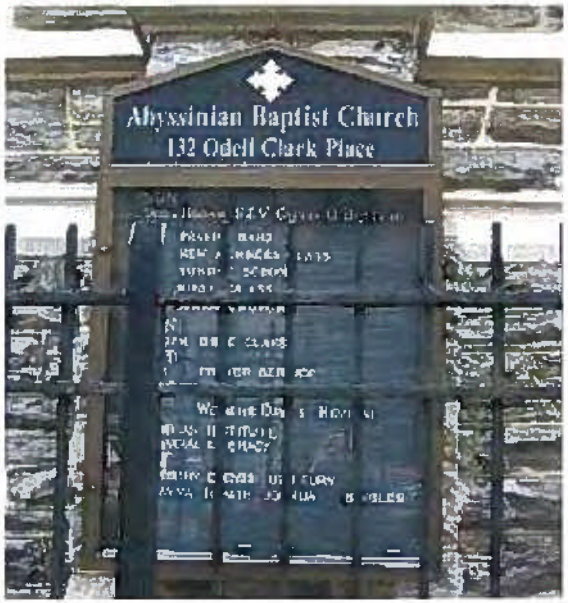
African American/Hispanic Clergy

Grace
BAPTIST CHURCH
ORGANIZED 1888

CENTRAL HUDSON BAPTIST ASSOCIATION
AND AUXILIARIES OF NEW YORK

SAN ANDRES

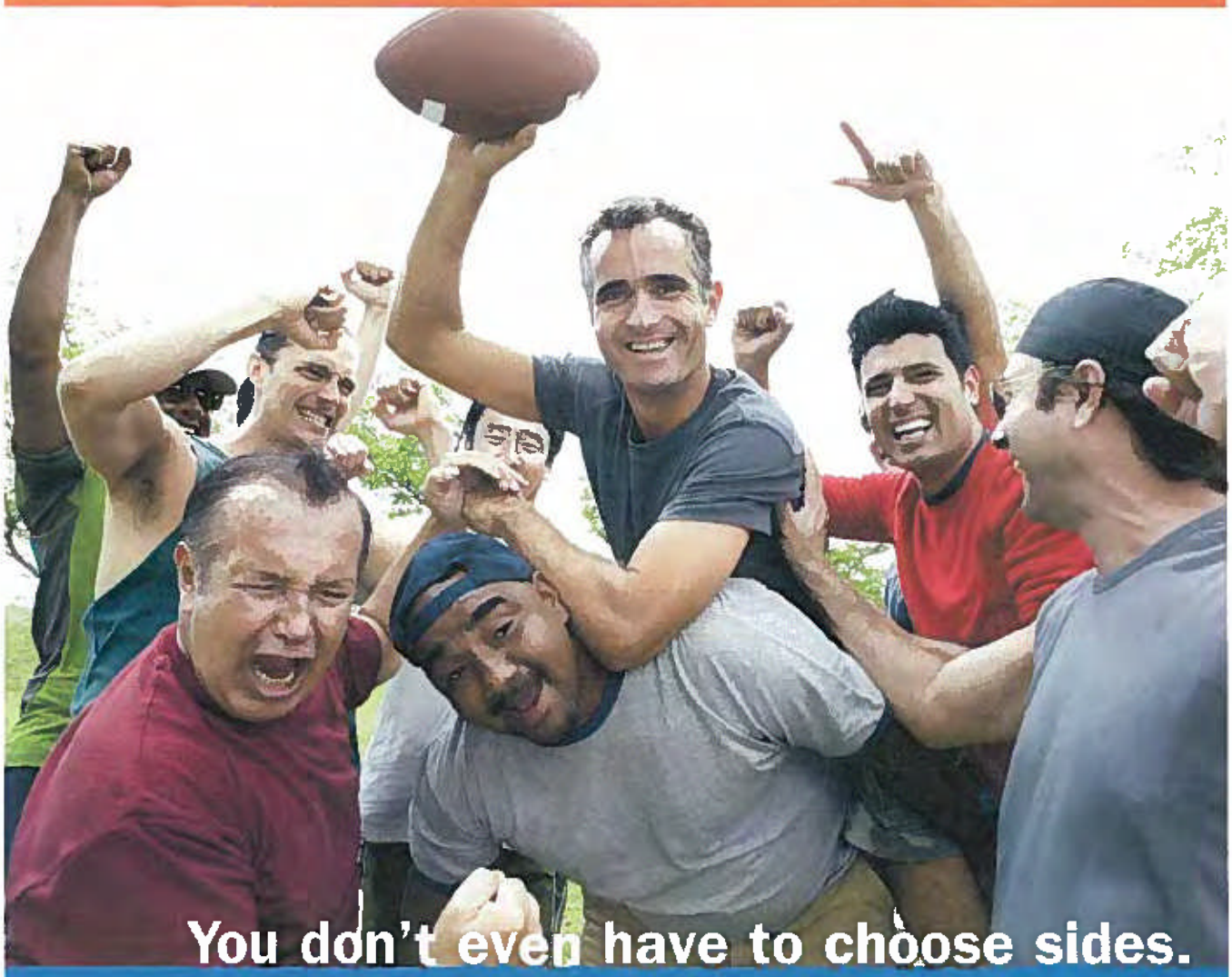
LA SINAGOGA


Abyssinian Baptist Church
132 Odell Clark Place

MAINSTREAM/SOCIAL MEDIA

PUBLIC SERVICES ANNOUNCEMENT

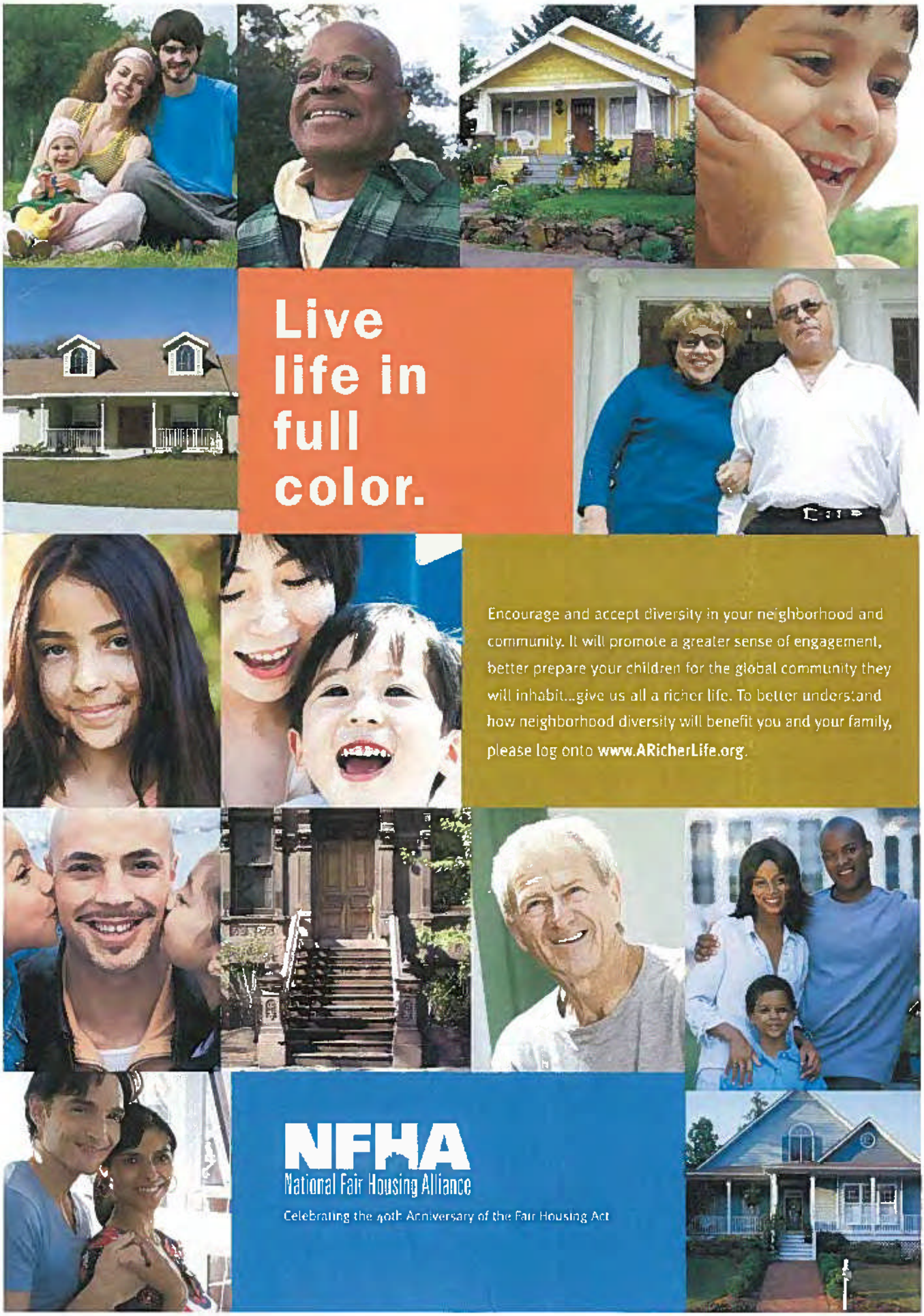
Life Is A Team Sport.



You don't even have to choose sides.

But you should try to surround yourself with as much talent as possible on the field...and in your neighborhood. Encouraging and accepting diversity in your community will promote a greater sense of engagement, better prepare your children for the global community they will inhabit... give us all a richer life. To better understand how neighborhood diversity will benefit you and your family, please log onto **www.ARicherLife.org.**

NFHA
National Fair Housing Alliance
Celebrating the 40th Anniversary of the Fair Housing Act


Live life in full color.
Encourage and accept diversity in your neighborhood and community. It will promote a greater sense of engagement, better prepare your children for the global community they will inhabit...give us all a richer life. To better understand how neighborhood diversity will benefit you and your family, please log onto www.ARicherLife.org.
NFHA
National Fair Housing Alliance
Celebrating the 40th Anniversary of the Fair Housing Act

Now Accepting Offers for 1, 2 & 3 Family Affordable Homes...

Two Family Home
44 Summit St, Yonkers
Price: $125,000

One Family Home
224 Unica Ave, Mt. Vernon
Price: $172,690

Three Family Home
431 So. 5th Ave, Mt. Vernon
Price: $150,000

One Family Home
122 Nelson Ave, Peekskill
Price: $225,000

Two Family Home
30-32 So. 13th Ave, Mt. Vernon
Price: $125,000

Two Family Home
4 Morris Place, Yonkers
Price: $206,735

Two Family Home
141 Morningside Pl, Yonkers
Price: $225,000

Two Family Home
19 North High St, Mt. Vernon
Price: $150,000

Two Family Home
1357 Howard Street, Peekskill
Price: $125,000

Maximum Income Limits

1 Person - $90,660

2 Persons - $103,620

3 Persons - $116,580

4 Persons - $129,480

5 Persons - $139,850

6 Persons - $150,200

Broker's Welcome

Three Family Home
29/31 Oak Street, Yonkers
Price: $200,000

Click here for the Application

GREATER CENTENNIAL COMMUNITY DEVELOPMENT CORPORATION

Greater Centennial CDC, the community development arm of Greater Centennial AME Zion, proposes to provide Westchester County (the "County") Department of Planning ("WCDP") affirmative fair housing marketing services of affordable housing properties and related housing counseling. We have a record of successful outreach and placement of applicants who might be considered least likely to know about and apply for such housing as defined by the United States Department of Housing and Urban Development ("HUD") in its Handbook: Implementing Affirmative Fair Housing Marketing Requirements 8025.1 Rev2.

The Greater Centennial Community Development Corporation (GCCDC) is a 501(c)3, non-profit organization located in the city of Mt. Vernon. Established in August, 1997, GCCDC was formed in affiliation with Greater Centennial A.M.E. Zion Church to work with underserved individuals and families who reside in Mt. Vernon and surrounding communities.

The vision of the GCCDC is to help stabilize the neighborhood and the surrounding communities and to help create a healthy, self-sustaining community.

The mission of the GCCDC is to assist families and individuals in the community achieve economic stability and self-reliance.

Within the structure of this role as marketing consultant our goal is to mobilize Westchester and applicable parts of New York City to bring multiple qualified applicants creating pipeline for the units to be built. With 5,200 members, Greater Centennial is a powerhouse in this community and known throughout the Westchester and New Your City markets. In addition, we are closely aligned and will work with the United Black Clergy of Westchester to recruit applicants from its 30 churches. Because of our relationships within the community we are well positioned to work with the agencies and CBOs In the area to identify and engage eligible families.

Steps to coordinate and centralize marketing for all affordable AFFH units and other units covered by the Plan Requirements are expressed herein.

Developments 1-4 will be marketed to faith-based organizations, non-profits agencies, libraries, community agencies, municipalities, and churches, who deal specifically with the disabled community, senior citizen and minority groups, identified as least likely to apply for assistance. CDC of GS will conduct outreach to the target population and "well known" organization's such as Grace Baptist Church, Mount Carmel Baptist Church, the Urban League, NAACP, La Synagogue, and San Andre. Solicitation through these organizations will optimize marketing cost cutting and expand application submissions. (If multiple properties are ready to be marketed simultaneously, then marketing will be aggregated in a single advertisement.)

phone: 914.664.1838 | fax: 914.664.2067 | 114 West 4th Street, Mount Vernon, New York 10550

Development units 5-29 require a larger marketing plan that will include commercial, print ad media and PSA's. Some media outlets will include, but are not limited to, those previously list here in.

Development of 30- 49 units marketing approach will be the same as the 5-29 marketing here in.

Developments 50 and more will entail full utilization of all mass marketing mentioned here in.

For the purposes of marketing AFFH units, the Local Market Area would target the total population of 10,452,472, as set forth in the 2010 Census in the 9-county Marketing and Outreach Area. This population has the following ethnic and racial breakdown: 5,248,477 (50.2%) White; 2,365,353 (22.6%) African American ; 1,153,563 (11.0%) Asian; and 2,758,577 (26%) Hispanic or Latino. (Please note, the U.S. Census counts "Hispanics" as "of any race." Thus, there is duplicate counting of the population.

Special efforts will be made to market the County's affordable housing program to Latinos and African Americans ("LAAs"). Part of the marketing approach will be to conduct radio and TV interviews that are geared to LAAs. Some of these media outlets could include: WBLS "Open Line", Eyewitness News "Here and Now" and "Tempo", as well as 1190 WLIB AM "What's up", Gary Byrd". These advertising efforts could potentially reach over nine million viewers and listeners each week.

In tandem with Westchester County marketing efforts, CDC of Greater Centennial will develop a range of templates (similar to those in sample AD's) to target the LAA AA, Latinos ,Asian and other immigrant populations.

Upon consulting with Westchester County's marketing department, a model PSA will be developed in accordance with County guidelines. The CDC of Greater Centennial will identify the specific needs of the targeted population and a propriety represent them in PSA that will appear on municipal cable stations include News 12, NY1 and RNN.

The utilization of Twitter and Facebook will conform to Westchester County website guidelines and specifications. CDC of GS will provide leadership in molding the content of brand messaging to optimize marketing to LAAs. CDC of GC will issue all appropriate press releases. **A range of two to about four templates will be devolved for web based content. (Similar to those in sample Ad's from Housing Action Council as well as a ARicherLife.org)**

Final product brochures, fliers and application forms in both English and Spanish will be produced in PDF format and will be uploaded on County approved websites and disseminated to church websites, faith-based organizations, community organizations and libraries.

In efforts to remain fiscally responsible, the CDC of GC will avoid duplication of services and will utilize promotional materials that the County has already produced. CDC of GC will promote

Westchester County 24 hour language line translations that are currently in place and enhance services by providing additional translations into French, Russian and Mandarin.

All affordable housing marketing materials will have the Equal Housing Opportunity logo boldly displayed in legible characters.

Marketing consultant will seek radio and T.V. Coverage that focus on the LAA populations mentioned here in.

Placing ads on Westchester's Bee-Line buses and Metro North lines which predominantly transport African American And Latinos informing the public about Fair Housing Campaign and Affirmative fair housing markets, promote the county AFFA program and the centralized the intake list:

Metro north lines: Harlem line, Hudson Line, New haven line

Bee-line buses: 7,25,4,40,30,2,20

CDC Media Outreach Contact List

107.5Wbls (AA)

1190 WLIB (AA)

Hot97 (AA/Latino)

Power1051 (AA/Latino)

La maga (Latino)

News 12

RNN

NY1

OWN network

Bet

We tv

Vh1

Compensation:

Year 1 – Development stage	-	$75,000
Year 2 – Implementation	-	$55,000
Year 2 – Implementation	-	$55,000

Respectfully Submitted

Julius Walls, Jr.

President

SCHEDULE "A-1"

CONTRACT SCHEDULE "A"
SCOPE OF SERVICES & BUDGET

[TO BE INSERTED]

[This will be created from info included in Section A and Optional items listed in Section E to Attachment 2 to the Proposal, including without limitation, templates.

SCHEDULE "A-2"

CONTRACT SCHEDULE "B"
PROJECT SUB-AGREEMENT

SCHEDULE "F-5"

CONTRACT SCHEDULE "E"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY
(Prior to execution of a contract by the County, a potential County consultant must complete, sign and return this form to the County)

Contract Name and/or ID No.:
(To be filled in by County)
Name of Consultant:
(To be filled in by Consultant)

A.) Related Employees:

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

   Yes _____ No ✓

   If yes, please provide details:_____

B.) Related Owners:

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

   Yes _____ No ✓

   If yes, please provide details:_____

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

> **Interest means a direct or indirect pecuniary or material benefit accruing to a county officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the county or otherwise. For the purpose of this chapter, a county officer or employee shall be deemed to have an "interest" in the contract of:**
>
> **i. His/her spouse, children and dependents, except a contract of employment with the county;**
> **ii. A firm, partnership or association of which such officer or employee is a member or employee;**

iii. A corporation of which such officer or employee is an officer, Commissioner or employee; and

iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

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

Yes _____ No ✓

If yes, please provide details: _____

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

Greater Centennial CDC

Name: Julius Walls Jr

Title: President

Date: 8-24-12

SCHEDULE "F-6"

Intentionally Omitted.
SCHEDULE "F-7"

CONTRACT SCHEDULE "G"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?
Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is. (check one)
☐ New
☐ Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name: Greater Centennial CDC
2. Taxpayer ID Number or Social Security Number: 13 9 9 6 2 7 1
3. Vendor Primary Address: 114 West 4th St
Mount Vernon NY 10550
4. Contact Person Name: Julius Walls
Contact Person Telephone Number: 914-664-1838
5. Vendor E-Mail Addresses for Remittance Notification: Julius@GreaterCentennial.org
6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature | Julius Walls Jr. Pres (Print Name/Title) | 8-24-12 (Date)

Section II- Financial Institution Information

7. Bank Name:
8. Bank Address:
9. Routing Transit Number:
10. Account Type: (check one) ☐ Checking ☐ Savings
11. Bank Account Number:
12. Bank Account Title:
13. Bank Contact Person Name:
Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature | Print Name / Title | Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

NEW/CHANGE VEN EFT 8/08

IN WITNESS WHEREOF, the County of Westchester and the Consultant have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

Greater Centennial CDC

By: _____
Name:
Title:

Approved as to form
and manner of execution

_____ County Attorney
County of Westchester

SCHEDULE "F-8"

CONTRACT SCHEDULE "H"

Index No.

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

Julius Walls, being duly
(Name)

sworn, deposes and says under penalty of perjury that the following statements are true:

1. I am the President
(Title, Officer, Partner, Owner, etc.)

of Greater Centennial CDC (the "Consultant")
(Name of Consultant)

which has been retained by the County of Westchester to provide consultant services in connection with _____

2. The Consultant 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 services to be rendered to Westchester County.

3. The Consultant, further agrees that, in the rendering of services to the County, no person having any such interest shall be employed by it.

4. I make this Affidavit on behalf of the Consultant with its full knowledge and consent, pursuant to the requirements of Local Law No. 3-1988 of the Westchester County Board of Legislators and with the intent that the County of Westchester will rely on the statements contained herein.

Consultant

Sworn to before me this 26
day of AUGUST, 2010

NOTARY PUBLIC

SIMON AJOSE
NOTARY PUBLIC-STATE OF NEW YORK
No. 02AJ6142316
Qualified in Westchester County
My Commission Expires March 13, 2014

[Note to Consultants: Please file this Affidavit directly with the Office of the Westchester County Clerk, Legal Division. The filing fee is $5.00.]

_____ Yes (as a MBE)
_____ Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

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

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

5. Are you certified with the Federal Government as a small disadvantaged business concern?
✓ No
_____ Yes

Name of Firm/Business Enterprise: Greater Centennial CDC

Address: 114 West 4th Street

Name/Title of Person completing MBE/WBE Questionnaire: Julius Walls Jr

Signature: _____

Appendix "A" to the Project Sub-Agreement

Project Description & Budget

[TO BE INSERTED]

[This will be created from info included in Attachment 2 to the Proposal, as follows:

Developer – Section B and Section C of Attachment 2

Homeowner – Section D to Attachment 2]

SCHEDULE "F-3"

CONTRACT SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Consultant)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "F-4"

CONTRACT SCHEDULE "D"

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

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

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

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

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

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

_____ No
✓ Yes (as a business owned and controlled by persons of color)
_____ Yes (as a business owned and controlled by women)

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

✓ No

THIS AGREEMENT made the _____ day of _____ 201_ by and among:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(the "County");

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

(the "Consultant"); and

_____, having an office and

_____

[(the "Developer") –or– (the "Owner")]; and

1. In addition to the Work the Consultant has or will have provided to the County, at its sole cost and expense, pursuant to that certain agreement by and between the County and the Consultant dated _____, 2012 (the "Agreement"), which is incorporated herein by reference, the Consultant shall provide to [the Developer –or– the Homeowner] the services set forth in Appendix "A," which is attached hereto and forms a part hereof. Said services shall be billed as set forth in Appendix "A." It is acknowledged and agreed that [the Developer –or– the Homeowner] will be wholly responsible for payment related to Appendix "A" and no party will have any recourse against the County in connection therewith.

3. The parties acknowledge and agree that this Project Sub-Agreement is governed by the terms of the Agreement, including without limitation the Consultant's Proposal in response to the County issued RFP, noting that all terms used, but not defined herein, shall have the meaning as set forth in the Agreement.

4. In the event of any conflict between the terms of this Project Sub-Agreement and the Agreement, it is understood that the terms of the Agreement, shall be controlling with respect to any interpretation of the meaning and intent of the parties.

5. [Insurance requirements to be inserted.]

6. [Notice provisions to be inserted.]

7. If acceptable, please sign both original copies of this Project Sub-Agreement in the space indicated below, and return one fully executed original copy to the Office of the Commissioner of Planning.

Very truly yours,

_____
Name: Edward E. Buroughs
Title: Commissioner
Westchester County Department of Planning

Insert Name of the Consultant
Greater Centennial CDC

by _____
Name: Julius Walk Jr
Title: President

Insert Name of the [Developer or Homeowner]

_____
Name:
Title:

deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

(c) In the event of a termination hereunder the Consultant agrees to facilitate transfer of information, including without limitation all deliverables, works made for hire, files and records to the County or the County's designee.

SEVENTH: The Consultant agrees to procure and maintain insurance naming the County 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 Consultant agrees:

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

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

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

NINTH: The Consultant 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, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Consultant acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TENTH: The Consultant 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 Consultant as an employer of labor. The Consultant 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: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. 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 Consultant 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 Consultant in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Consultant are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the

County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

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

THIRTEENTH: The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of the Work without the written consent of the County, 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 County is void. All subcontracts that have received such prior written consent shall provide that subconsultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Work performed by a County-approved subconsultant shall be deemed Work performed by the Consultant and the Consultant shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

All subcontracts for the Work shall expressly reference the subconsultant's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Consultant. The Consultant shall obtain a written acknowledgement from the owner and/or chief executive of subconsultant or his/her duly authorized representative that the subconsultant has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Consultant shall include provisions in its subcontracts designed to ensure that the Consultant and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subconsultant necessary to review the subconsultant's compliance with the material terms and conditions of this Agreement. For

each and every year for which this Agreement continues, the Consultant shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Consultant or his/her duly authorized representative certifying that each and every approved subconsultant is in compliance with the material terms and conditions of the Agreement.

FOURTEENTH: The Consultant and the County agree that the Consultant and its officers, employees, agents, contractors, proposers and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant 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 County or any department, agency or unit thereof.

FIFTEENTH: Failure of the County 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 County 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 County 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 County:

Commissioner
Westchester County Department of Planning
Michaelian Office Building
148 Martine Avenue, Room 400
White Plains, New York 10601-3311

with a copy to:

Westchester County Attorney
Michaelian Office Building
148 Martine Avenue, Room 600
White Plains, New York 10601-3311

To the Consultant:

_____

_____

_____

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 Consultant recognizes that this Agreement does not grant it the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other agencies on an "as needed" basis.

TWENTY-FIRST: The Consultant 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 Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Consultant shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County 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 County contracts, the Consultant 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, Consultant agrees to notify County in writing within ten (10) business days of such event.

The Consultant shall also have each approved subconsultant complete this questionnaire and shall advise the subconsultant of the duty to report any changes to the information contained therein to the Consultant within ten (10) business days of such event and such information shall be forwarded by the Consultant to the County.

TWENTY-THIRD: All terms used herein and not defined shall have the meaning set forth in the request for proposals ("RFP"), including without limitation the Proposal submitted in response thereto by the Consultant. .

TWENTY-FOURTH: VENDOR DIRECT PAYMENT: All payments made by the County to the Consultant will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Successful consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "G". Payments will be automatically credited to the Consultant's designated bank account at the Consultant's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Consultant to the Department of Finance prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Consultant that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

TWENTY-FIFTH: The Consultant represents that, as a material element of this agreement, and prior to the rendering of any services to the County, it has filed with the Westchester County Clerk an instrument in the form attached hereto as Schedule "H". In addition, the Consultant 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 County 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 Consultant 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 County of Westchester.

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: Except as may be expressly set forth herein, nothing herein is intended or shall be construed to confer upon or give any third party any rights, remedies or basis for reliance upon, under or by reason of this Agreement.

THIRTIETH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

SCHEDULE "F-9"

CONTRACT SCHEDULE "I"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
(3) ban provocative religious or political emblems from the workplace;
(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

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

D. The Consultant agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Consultant is in violation of paragraph "A," the County shall review such information and give the Consultant opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Consultant in default, and/or terminate this Agreement. In the event of any such

termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Consultant shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another consultant. If this is a contract other than a construction contract, the Consultant shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Consultant plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Consultant in partial or total default in accordance with the default provisions of this Agreement. In addition, the Consultant may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Consultant, giving the Consultant the opportunity for a hearing at which the Consultant may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Consultant Greater Centennial CDC

By: (Authorized Representative) [signature]

Title: President Date 8-24-12

WESTCHESTER COUNTY

Consultant Services to the County and

Developers and Owners of County funded Affordable Housing Developments

Agency's Name: _____

Reviewer: _____

	PROPOSAL EVALUATION: Criteria Page 4 of RFP and Attachment 2 of RFP	Point Value	Score
I.	Proposer's expereince with HUD housing programs.	5	
II.	Experience in provding Housing Counseling Services per HUD guide: ***Housing Couseling Program Handbook 7610.1*** ; and is certified by HUD to provide such services.	10	
III.	Record of successful outreach and placement of applicants who are "least likely to apply" (LLA) per HUD guide: ***Implementing Affirmative Fair housing Marketing Requirements 8025.1***.	10	
IV.	At least 5 years experience providing services requested by RFP (per Attachment 2 of RFP).	5	
V.	Experience in providing services requested by RFP to developments of various sizes and tenure (per Attachment 2 of RFP).	10	

VI.	Credentials of professionals conducting the work, relevant to services requested under RFP.	5	
VII.	Expertise of individuals who will provide marketing services under RFP.	5	
VIII.	Evidence that the proposer understnads and has ability to comly with the Plan Requirements and the County AFHMP, both as approved by the Housing Monitor.	10	
IX. A.	Expertise of individuals who will provide the services related to the qualifiying of individuals for the housing.	5	
B.	Procedures to protect against conflict with the goal of affirmative marketing and a fair and open process for the selection of residents.	5	

X.	Price Proposals:		30
	A. Preparation of Plan Templates:	**Point Value**	**Score**
	Price for 1 - 4 Unit Template $_____		
	Price for 5 - 29 Unit Template $_____		
	Price for 30 - 49 Unit Template $_____		
	Price for 50 or More Unit Template $_____		
	TOTAL FOR ALL 4 TEMPLATES: $_____	5	_____
	B. Implemetation of Plans		
	Price for nine 1 - 4 Unit Plans $_____ X 9 = $_____		
	Price for eight 5 - 29 Unit Plans $_____ X 8 = $_____		
	Price for seven 30 - 49 Unit Plans $_____ X 7 = $_____		
	Price for five 50 or More Unit Plans $_____ X 5 = $_____		
	TOTAL FOR ALL 4 PLANS: = $_____	10	_____
	C. Monitoring of Plans		
	Price for Monthly Reports to the County (36 total) $_____		
	Price for Quarterly Reports to the County (12 total) $_____		
	Price for Completion Report upon initial occupancy (17 total)		
	TOTAL FOR ALL REPORTS $_____	5	_____
	D. Services to Homeowners		
	Resale of a single homeownership unit	3	_____
	Resale of a 2-4 Family home $_____	3	_____
	Identify Tenants for 1 rental unit (in 2-4 Family) $	2	_____
	Annual Escalation Fee Increase (after 1st year) _____%		
	E. Optional Work Items (County AFHMP) $_____ All Services	2	_____
	Housing Alive Tours		
	Housing Alive Video		
	Draft PSA and Press Release for County		
	Community Informational Resources (including Libarys, Churches, etc.)		
	Spanish Language Materials and LEP language line access		
	Provide materials to organizations serving newly arrived immigrants		
	Voluntary affirmative marketing agreements: Real Estate & HCA		
		Total Score	100

First Category:	High	(100 - 80)
Second Category:	Reasonable	(79 - 60)
Third Category:	Not Successful *	(59 - 0)

* Proposal not recommended due to 1) low score, 2) high cost or 3) combination of both.

REQUEST FOR PROPOSALS

WESTCHESTER COUNTY DEPARTMENT OF PLANNING

I. INTRODUCTION

Westchester County (the "County") Department of Planning ("WCDP") is issuing this request for proposals ("RFP") proposals from agencies, firms or qualified individuals (hereinafter known as the "proposer" and/or "marketing consultant") experienced with affirmative fair housing marketing of affordable housing properties and related housing counseling. The proposer to be selected should have a record of successful outreach and placement of applicants who might be considered least likely to know about and apply for such housing as defined by the United States Department of Housing and Urban Development ("HUD") in its Handbook: Implementing Affirmative Fair Housing Marketing Requirements 8025.1 Rev2.

The services are required for the period, expected to begin on, October 1, 2012 through September 30, 2015.

An original and three (3) completed copies of the proposal MUST be received no later than **August 24, 2012** at **4:00 PM** at the following address:

Westchester County Department of Planning
148 Martine Avenue, Room 414
White Plains, NY 10601

II. BACKGROUND:

The County is in the process of implementing the requirements of that certain Stipulation and Order of Settlement and Dismissal, filed as of August 10, 2009, entered into in connection with the settlement of the lawsuit titled, *U.S. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County* ("Settlement Agreement"). The Settlement Agreement requires the County to ensure the development of at least seven-hundred and fifty (750) fair and affordable housing units (the "Affordable AFFH Units") which will affirmatively further fair housing ("AFFH"), as set forth in 42 U.SC. §5304(b)(2). Of this number, an estimated 150 are already being marketed under an approved marketing plan. The remaining Affordable AFFH Units will be in developments of various sizes, ranging from 1-4 family units to developments of 50 units or larger (each individual project an "Affordable AFFH Development" and/or a "Development").

The purpose of this RFP is to ensure the following:

1.) that Developments containing the remaining Affordable AFFH Units, estimated to be at least 600 units, must be marketed in accordance with the Settlement Agreement and

specifically in accordance with the requirements contained in the Monitor approved ***Housing Development Affirmative Fair Housing Marketing Plan Requirements*** (the "Plan Requirements"), which can be found on that County's website, http://homes.westchestergov.com/housingsettlement, as Appendix G-1(ii) and attached as Exhibit 2; and

2.) that other developments ("Fair and Affordable Developments"), which include units funded by the County eligible under the Settlement Agreement (the "Fair and Affordable Units") must also be marketed in accordance with the requirements contained in the Plan Requirements.

The successful proposer will assist the County in conducting affirmative fair housing marketing of both the Affordable AFFH Developments and Fair and Affordable Developments (together "Developments"), as well as working with developers and/or owners of rental developments (each a "Developer") and individual owners of owner occupied 1-4 family properties (each a "Homeowner") of such housing".

The successful proposer will be required to contract with Developer(s) with respect to preparation of marketing plans conforming to the Plan Requirements which will be subject to County approval (See Attachment 2 hereto). All services to be performed in connection with each given Development will be set forth in the Project Sub-Agreement and will be at the Developer's sole cost and expense. See the annexed form of contract (Schedule "A") for the form of "Project Sub-Agreement".

Developer(s) may, at their sole cost and expense, seek additional services from the successful proposer all as more fully set forth in Attachment 3 hereto. It should be noted that any such services will not be included in the Project Sub-Agreement, but rather must be contracted for separately between such Developer and the proposer.

The successful proposer will also be required to provide services to Homeowners seeking to re-sell their properties which will also be set forth in the Project Sub-Agreement (see Section D to Attachment 2).

III. SCOPE OF WORK:

The proposer will develop an implementation plan designed to meet the obligations contained in the Plan Requirements. In addition, the County may also request assistance in the development and implementation of the scope of work contained within the ***Westchester County Affirmative Fair Housing Marketing Plan*** (the "County AFHMP") which can be found on the County's website http://homes.westchestergov.com/housingsettlement as Appendix G-1(i) and is included in this RFP as Exhibit 1.

Attachment 1 to this RFP outlines the number of Developments, units and timeframe for the work expected to be performed under this RFP.

The proposer must also coordinate marketing efforts with the County with regard to development of marketing materials for the Developments. In addition, the proposer must take primary responsibility, in coordination with Developer(s) in drafting the affirmative fair housing marketing plan (the "Plan(s)") for such Developments to be marketed in accordance with the Plan Requirements which are included in this RFP as Exhibit 2.

Attachment 2 to this RFP contains a proposed Scope of Services, which include a Scope of Work Worksheet based upon the Plan Requirements and the County AFHMP. Proposers must conduct their own review of each of these documents to assure their understanding of the role and responsibility of the successful proposer.
A primary objective of the Plan(s) will be to outline special efforts to reach and engage those in the marketing and outreach area, described in Part V of the Plan Requirements (See Exhibit 2), who are least likely to apply ("LLA") and ensuring outreach to racially and ethnically diverse households reaching all potentially eligible households. All Plans are subject to County approval.

The proposer should also be aware that the County will monitor the implementation of the Plan(s) and will also specifically review marketing data collected pursuant to Part VIII of the Plan Requirements (see Exhibit 2); and monitor efforts to conduct outreach to LLA populations which may result in the County directing the successful proposer to increase or re-evaluate outreach efforts, pursuant to Part V of the County AFHMP (See Exhibit 1).

The proposer should also be aware that the Plan Requirements allows the Developer of a Development to conduct certain portions of the Plan for the Development following its preparation and approval by the County, or may directly contract with the proposer as a marketing consultant to do so. A sample listing of those tasks is included in **Attachment 3** to this RFP. Any costs or fees to be charged for services provided beyond those to be provided to the County pursuant to Attachment 2 will not be included in the Project Sub-Agreement, and will be at the Developer's sole cost and expense.

The proposer should be aware that the all deliverables created hereunder, including but not limited to reports, templates, press releases, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County and will be considered works made for hire (see Schedule "A" for the form of contract).

IV. PROPOSAL EVALUATION:

The County shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. Such criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

Proposal Evaluation Criteria -

- Experience with HUD housing programs;
- Experience in providing Housing Counseling Services as defined by HUD in is guidebook, ***Housing Counseling Program Handbook*** 7610.1 and is certified by HUD to provide housing counseling services;
- Record of successful outreach and placement of applicants who might be considered least likely to apply ("LLA") in accordance with HUD's guidebook: ***Implementing Affirmative Fair Housing Marketing Requirements*** 8025.1;
- At least 5 years experience by firm and/or assigned staff in providing the services requested by this RFP;
- Experience providing services requested by this RFP to create and implement marketing of affordable housing units and developments of various sizes and tenure;
- Credentials of the professionals conducting the work;
- Expertise of individuals who proposer has identified as the professionals who will provide the services to the County;
- Evidence that the proposer understands and has the ability to comply with the requirements of the Plan Requirements and the County AFHMP in furtherance of the Settlement Agreement;
- Expertise of individuals who proposer has identified as the principals who will provide services to the County and Developer(s); noting that to the extent the proposer may be providing both services to market units under either or both the approved development specific Plans and the County AFHMP, including to those LLA, and providing services to qualify tenant applicants for said units, the proposer has sufficient personnel and procedures in place to avoid even the appearance of impropriety;
- Price proposal for services to be provided in connection with the following:
    - Marketing consultant responsibilities included in the Plan Requirements. The cost for the foregoing services should be based upon the estimated number of developments by size of development to be included in the marketing plan;
    - Marketing consultant assistance requested for certain responsibilities included in the County AFHMP; and
    - The cost for the foregoing services should be based upon the estimated number of developments by development size to be included in the marketing plan, as follows:
        - one to four (1-4) family units;
        - 5 – 29 unit developments;
        - 30 – 49 unit developments; and
        - 50 + unit developments.

V. TERM:

The term of any ensuing agreement will be for three (3) years with one additional three (3) year option exercisable in the County's sole discretion.

VI. 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 County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;

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

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

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

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the Westchester County 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 enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor in the evaluation criteria;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

VII. PROPOSAL REQUIREMENTS

PACKAGES MUST BE MARKED:

"**PROPOSAL FOR WESTCHESTER COUNTY MARKETING CONSULTANT SERVICES**"

AND ADDRESSED TO:

Westchester County Department of Planning
148 Martine Avenue, Room 414
White Plains, NY 10601

1) The proposal must include the following information:
   a. Scope of work to be performed. Provide a detailed narrative of how the scope would be performed to assure that the work can be completed within the three (3) year period.
   b. Identification of Key Personnel. Identify and provide credentials/background information on the key personnel who would provide services to the County. The proposal must include the professional qualifications and experience of these individuals
   c. Information to be supplied to the proposer. List any information that is not specifically identified in the required scope, but that will be necessary for the County to provide to you in order to complete the scope of work.
   d. Timetable. Provide a timetable for completion of the assignment (if the County has set forth specific deadlines above, then provide a timeline for meeting those deadlines, including all interim milestones necessary to complete the project).

e. Proposed Fee. The fee proposed for these services shall be indicated as part of the proposal, using the Scope of Work worksheet included in Attachment 2 to this RFP. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates.

f. Experience: The Proposal should list the proposer's:

- Experience providing the services requested by this RFP
- Experience providing services requested by this RFP for buildings of similar size as those described in this proposal.
- Membership in appropriate professional organizations.
- Licenses or Certificates for Professionals conducting the work
- Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County and to Developer(s).

g. Criteria. The proposal should address all evaluation criteria set forth in Section IV.

h. Scope of Work. The proposal must include a completed Scope of Work worksheet (See Attachment 2 hereto).

2) 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.

3) 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."

4) An original and three (3) completed copies of the proposal MUST be received no later than **4:00 PM, August 24, 2012** at the following address:

Westchester County Department of Planning
148 Martine Avenue, Room 414
White Plains, NY 10601

5) Proposal must be typed or printed in black ink. 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.

6) 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.

7) Requests for clarification of this RFP **MUST** be written and submitted to:

Norma V. Drummond
Deputy Commissioner
Westchester County Department of Planning
148 Martine Ave. Room 414
White Plains NY 10601

or via email at nvv1@westchestergov.com

no later than **4:00 PM** on **August 10, 2012**. Formal written responses will be distributed by the County on or before **August 17, 2012**.

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

8) Proposals MUST include an originally executed and notarized proposer certification (See Section XII). Unsigned proposals will be rejected.

9) Proposals must provide a profile with the following items:

a. Agency, Firm or Individual Name
b. Address
c. Year Agency or Firm was founded
d. Total Number of Employees in Agency or Firm
e. References: Indicate three (3) current client references for similar services, including:

1) Client Name
2) Client Address
3) Contact Name, Title and Telephone Number
4) Description of Services

10) Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

11) No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County.

12) Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

VIII. CONTRACT

After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the County and will not be binding until signed by

both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney.

NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The successful proposer will be asked to sign a contract which will include provisions substantially in the form attached hereto as **SCHEDULE "A"**, but may also include provisions required by HUD or the Housing Monitor as provided under the Settlement Agreement.

IX. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

X. CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Westchester. Further, all proposers must disclose the name of any County officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

XI. 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 County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

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

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

XII. PROPOSER CERTIFICATION

The Proposer must provide a signed and notarized certification as included on the following pages.

PROPOSER CERTIFICATION

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

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

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

_____
Proposer Name

By: _____
Name and Title

Attachment 1

Estimated Number and Type of Developments
Included in RFP

Development Size	Estimated Number of Develop-ments	Estimated Number of Rental Units	Estimated Number of Owner Units	Development & Submission of Plan *(by Year)* Number of Developments			Initial Marketing Period *(by Year)* Number of Developments		
				2012	2013	2014	2012	2013	2014
1-4 Family									
• Owner w/Accessory[1]	8	1-8	8	3	3	2		3	3
• Condo	1		3	1				1	
• Small Rental	1	4		1				1	
• SRO	1	2			1				1
5-29 Unit									
• Ownership	8		115	4	2	2			4
30-50 Unit									
• Rental	7	200		1	3	3			1
50 Units or More[2]									
• Rental	5	360		3	1	1			3
Totals	**31**	574	126	**13**	**10**	**8**		**5**	**12**