

WESTCHESTER/PUTNAM WORKFORCE DEVELOPMENT AREA

REQUEST FOR PROPOSALS FOR THE STRIVE FUTURE LEADERS YOUNG ADULT

REENTRY PROJECT

ISSUE DATE: August 31, 2018
DUE DATE: September 14, 2018 at 12pm (EDT)

ISSUED BY:

The Westchester County
Department of Social Services
Office of Workforce Investment
120 Bloomingdale Road, 2nd Floor
White Plains, New York 10605

ON BEHALF OF:

The Westchester-Putnam
Workforce Development Board
120 Bloomingdale Road, 2nd Floor
White Plains, New York 10605

David Singer, Chair, Westchester-Putnam Local Workforce Development Board
Kevin McGuire, Commissioner, Westchester County Department of Social Services
Thom Kleiner, Director, Westchester County Department of Social Services, Office of
Workforce Investment

GEORGE LATIMER
WESTCHESTER COUNTY EXECUTIVE

MARY ELLEN ODELL
PUTNAM COUNTY EXECUTIVE

Equal Opportunity Employer / Program / Auxiliary aids and services are available upon request for individuals with disabilities.

Programa y Empleador con Igualdad de Oportunidades Asistencia y servicios para individuos con incapacidades estan disponibles al solicitarlos

I. GENERAL PROPOSAL INFORMATION

The County of Westchester (the “County”), acting by and through the Westchester County Department of Social Services, Office of Workforce Investment (“DSS”), on behalf of the Westchester-Putnam Workforce Development Board (hereinafter referred to as **WPWDB**), is requesting proposals to provide work readiness & entrepreneurial skills training under the *STRIVE Future Leaders Young Adult Initiative Reentry Project* (the “Reentry Employment Initiative”). Work will include: community outreach & recruitment, comprehensive assessment, case management, job readiness preparation, job placement, follow-up and retention services for young adults ages 18 – 24 who have had and/or are involved with the criminal justice system and who reside in high-poverty and high-crime neighborhoods in Westchester County.

The term of the agreement will be up to 36 months or less depending on the actual project start date. Interested parties may pick up copies of this RFP at the Westchester Career Center, 120 Bloomingdale Road, 2nd Floor, White Plains, New York 10605. This RFP may also be downloaded from the Westchester County Web Site, www.westchestergov.com/rfp and/or the Westchester- Putnam Career Center website at <https://www.westchesterputnamonestop.com/about/doing-business-with-the-county> Amendments or addenda to this RFP, if any, will be posted on both websites. Interested parties are responsible for checking the website daily for related amendments or addenda. Prospective respondents are responsible for accessing all addenda.

Information Session:

An information session will be held on September 6, 2018 from 3 pm to 4 pm at 120 Bloomingdale Road, White Plains, NY 10605.

Requests for Clarification

Requests for clarification on any aspect of this RFP **MUST** be written and submitted to:

Ali Tarchoun
via e-mail at att1@westchestergov.com
no later than 2:00 p.m. EDT
on September 7, 2018

Formal written responses will be posted by the County, on or before, 2018 on the County and Westchester One-Stop websites: www.westchestergov.com/rfp and at <https://www.westchesterputnamonestop.com/about/doing-business-with-the-county>

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

Proposal Submission Requirements

All proposals in response to this RFP must be submitted no later than September 14, 2018 at 12 pm and must include one (1) original proposal and three (3) copies and one (1) electronic version of **all** submission documents in Microsoft Word format. Proposals must be sent to the following address:

Ali Tarchoun, Manager
Westchester –Putnam Workforce Development Board
120 Bloomingdale Road
White Plains, New York, 10605

Each proposal must be delivered in a sealed envelope that is clearly marked “Re-Entry Employment Initiative”. Proposals received after the deadline, **will not** be accepted and will automatically be deemed non-responsive. Proposals submitted by facsimile and/or email **will not be** accepted.

The County is not responsible for any internal or external delivery delays that may cause the proposer’s proposal to arrive past the deadline.

Along with the Program Narrative, price quotation and proposed budget, each proposal must contain a proposal letter, a proposal cover sheet (see **SCHEDULE “A”**), and a project narrative, along with all partnership commitment letters. Respondent (s) may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. In addition, **all Proposers MUST sign the Proposer Certification, as well as the acknowledgment and certificate of authority forms attached hereto. Unsigned proposals will be rejected.**

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, state or federal government. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

Purpose

The purpose of this RFP is to obtain competitive proposals to select the best qualified proposer or proposers to operate and provide services as described herein to the target population under the Re-Entry Employment Initiative.

Eligible Proposers

Respondents to this RFP must represent a partnership that includes varied local service providers and private sector businesses that will be responsible for the delivery of the program services. Each partner’s role in the collaboration must be clearly delineated and **must be supported by a letter of commitment or Memorandum of Agreement (MOA)** under the signature of the most senior executive or designee of the organization. Lead applicants for this project may be for profit, not-for profit, or public, private corporations including community and faith-based organizations and municipalities.

Successful respondents must have demonstrated, at a minimum, three (3) years of documented experience providing or facilitating services for justice-involved individuals, including assessment, case management, job readiness training, entrepreneurship training, placement, follow-up, retention, and comprehensive social services for youth and young adult offenders. Further, the lead applicant must demonstrate that it can lead and manage a collaborative group of partners to provide services.

Respondent must clearly describe how it will provide entrepreneurship training and the establish a business enterprise that will be operated by the program participants and overseen by the respondent.

Target Population

The target population to be served is young adult offenders (ages 18 – 24 years) who reside in designated communities to include the cities of Yonkers and Mount Vernon, Westchester County, and who have been involved in the juvenile or adult justice system.

Funding and Award Information

The County, pursuant to this RFP, expects to award at least one (1) contract for up to 36 months based on the program start date. All proposers are expected to include as part of their proposal a price quotation for all services proposed to be rendered, including a detailed budget and budget narrative. Failure to include a price quotation will automatically disqualify the proposer from consideration.

Funding for the contract will depend on the county's success in securing funding under the USDOL ETA FOA #18-02.

Term

The term of any ensuing agreement shall be for a period of up to 36 months commencing on or about October 1, 2018

II. BACKGROUND

Historically, the Westchester-Putnam Workforce Development Board provides funding to support several reentry initiatives. These include Strive Forward, LEAP and other adult reentry programs. The WPWDB has submitted a proposal to STRIVE International, Inc. which is a grantee under the USDOL ETA FOA 18-02 grant (the "Grant") and recently received notification from STRIVE that the County has been selected for a sub-award under the Grant to deliver programming under the Reentry Employment Initiative. The WPWDB is soliciting local partners that will provide the services described under this RFP and in the Grant. The WPWDB intends to initiate a program to provide coordinated services to this population to assist with successful reentry by responding to reentry challenges with customized strategies built on evidence-based interventions that have proven to be effective and/or promising practices. Programs may be developed on new combinations of established practices. Programs may be developed on new combinations of established practices. Links to resources that may be helpful for identifying evidence-based and informed models are below. (Some links must be copied and pasted in the browser.)

- <https://whatworks.csgjusticecenter.org/focus-area/employment-topic>
- <http://www.crimesolutions.gov/TopicDetails.aspx?ID=36>
- <http://clear.dol.gov/>
- <http://www.ojjdp.gov/mpg/>
- <http://www.blueprintsprograms.com/>
- <https://strategies.workforcegps.org/>

The project will include developing entrepreneurial projects that will provide employment, while teaching skills that will be transferable to future related employment or development of further entrepreneurship.

The County will contract with at least one (1) provider to provide a Re-Entry Employment Program that will coordinate services to this targeted population. At least 188 participants must be served over the three years. The objective of this pilot program is to reduce the recidivism by assisting ex-offenders to obtain and retain employment and access to services they require to maintain a productive and healthy lifestyle.

In order to successfully reintegrate into the workforce, it is essential that ex-offenders possess the skills and support necessary to enter and compete in the labor force, including entrepreneurial skills. To achieve successful reentry, formerly incarcerated youth must accomplish the following:

- Become productive, responsible, and law-abiding members of society
- Be provided with positive opportunities to engage in pro-social activities such as employment and/or education
- Maintain long-term employment/self-employment
- Sustain a stable residence

- Successfully address their substance abuse issues and mental health needs, as applicable, through partnerships with local programs.

III. SCOPE OF WORK

This section of the RFP details the services to be provided by the successful respondent(s). Please note that the proposal process also includes understanding and compliance with the legal terms and conditions required by the County. The legal terms and conditions address issues related to both the submission of proposals and any subsequent contract. They are included separately in this RFP in Section VII under the heading “Legal Understandings” and should be reviewed carefully.

Program models must be evidence-based, using established interventions and/or promising practices to develop enhanced strategies that lead to improved employment outcomes. Each component of the program must identify the evidence base and provide justification for why the approach was chosen.

PROJECT

Network of Services/Resource Partners

Respondents will be expected to work with a variety of community partners to address the challenges facing young adults who are exiting the correctional system, including a lack of education and employment skills, antisocial attitudes and values, mental health and substance abuse problems, medical issues, lack of housing, and family issues.

Respondents must show that they have an established network of service partners. Respondents must provide a Memorandum of Agreement (MOA) or signed letter of commitment from each respective agency that spells out the relationship, services, resources and staff between them and the agency in implementing this program.

A. Outreach & recruitment

Respondents must provide a summary of the strategies it intends to employ in outreaching to the local community in an effort to recruit eligible participants.

B. Case Management and Legal Services

Evidence-informed case management and legal services must be provided at the time of enrollment and throughout the participants’ participation. Respondents must identify the ratio of case managers to participants, the frequency of interactions and explain how these will allow the case managers to act as advocates for participants.

Legal services must be provided throughout the duration of the participants’ involvement with the program. Respondents should identify specific legal services to be provided, including, but not limited to expungement or diversion, and how participants will have access to the legal services.

C. Employment Services

The program must result in employment for participants. The program should maximize opportunities for inclusion and integration into society, and result in economic and social self-sufficiency.

The program is expected to develop an entrepreneurship model that will allow participants to learn business and entrepreneurial skills that will allow them to develop, build, and run a successful business enterprise. Skills gained in the program will provide a basis for future entrepreneurial endeavors and be transferable to other future employment. Training may include topics such as market research, developing business concepts, learning presentation skills, understanding and developing financial

statements, creating a business plan, marketing, advertising, and building personal integrity. Respondents must provide a curriculum.

D. Reporting

The Re-Entry Employment Initiative program is based on a case management model in which each participant is assigned a professional case manager who will serve as the guide and be responsible to instruct participants how to advocate and navigate through the required systems for themselves, within the social services, legal, family, health, education, training, and employment arenas.

Working with the appropriate agencies, the service provider will manage the participation in this program to ensure the goals and objectives as outlined in the Individual Employment Plan or Career Plan are attained.

Comprehensive assessments should be completed within sixty (60) days of individual’s registration date.

The contractor(s) will cooperate and facilitate program reviews and audits to be conducted by the County and are required to submit a cumulative monthly report devised by the WPWDB outlining the services and goals achieved. The contractor(s) will be required to attend monthly meetings with One-Stop staff to discuss challenges, strengths and promising practices.

The contractor(s) will be required to keep at all times the participants records and to make these available for review when so requested by the County. Each record shall contain, but not limited to the following:

- Outreach & Recruitment
- Participant’s application
- The initial & comprehensive assessment
- Individual employment plan
- Attendance sheets (i.e. Community Work Experience Program (CWEP), STRIVE, vocational training, wage subsidy assignment, entrepreneurial skills training)
- Proof of vocational training enrollment for OJT, ITA, etc.
- Proof of employment/retention.
- Provide a letter on the employer’s letterhead and/ or copy of current pay stub. The contractor is required to obtain such proof every quarter of employment.

Performance Measurement Indicators (Deliverables):

Outcome	Target
Complete 4-Week Attitudinal Training	75% of participants
Placement in unsubsidized employment including apprenticeship	50% of completers
Employment Retention	80% of placements

One-Stop Operating System (OSOS): All services, activities and outcomes must be recorded in the appropriate section in the One Stop Operating System (OSOS).

Organizational and Fiscal Management

Respondents must explain how they will provide effective organizational, administrative and fiscal management, including staffing and management for the program. Provide a description of how the program will be managed, including how supervision over multiple sites, if applicable, will be managed.

IV. INSTRUCTIONS FOR COMPLETING APPLICATION FORMS

Where provided, all of the application forms discussed in this section are contained in Appendix “A”, program summary and Appendix “B”, budget.

Original and three (3) copies of the proposal must be submitted with an electronic copy.

PROPOSAL SUMMARY FORM (Appendix “A”)

Complete Appendix “A” Proposal Summary Form. On the Summary Form present a concise statement describing the project for which funds are requested. This should be a one paragraph summary which includes:

- Activities and services to be provided
- Linkages and other resources brought into the program
- Program duration
- Number of individuals to be served
- Special target groups
- Geographic area(s) to be served.

PROGRAM NARRATIVE

Please complete the following form to respond to the RFP. Include references to evidence-based interventions and promising practices for each programmatic element.

Provide a **narrative description** of the proposed program following the outline provided below. The narrative should be concise and to the point. A maximum of five (5) typewritten pages is recommended.

Organizational History & Experience Briefly describe the organization, including short history and mission. Describe experience in providing services to justice-involved individuals. Respondent must include performance from program(s) it has operated over the past three years.	
Project Description Following the structure of the Scope of Work, describe each element of the program. Include evidence-based references for each component. Describe services to be provided by partners and specify names, addresses, and roles of each partner organization. Signed and dated letters of commitment or memoranda of understanding must be provided.	Evidence Base Describe the evidence basis for each element of the project. Include specific references to studies or publications.

FISCAL

a. BUDGET

Respondent must prepare a cost reimbursement budget to show staffing and startup costs.

- Appendix B (I): Complete Appendix B (I). This schedule should be used to estimate personnel and startup cost. These costs will be reimbursed on a monthly basis. This budget must include the true cost of the proposed program staff. These costs cannot be inflated. Please be sure the costs included here are those that the agency would incur for these positions under its normal operations.

- Respondent must include budget narrative outlining each expense.
- Respondents may include wages and stipends for participants in their proposed budget.

b. MOST RECENT FINANCIAL STATEMENT

Each respondent must provide a copy of its most recent financial statement and financial audit. Describe the accounting and fiscal reporting arrangements of the project, including such information as who acts as the fiscal auditor-controller, who approves purchases and contracts, what financial records are kept, what reports are regularly made and to whom.

V. PROPOSAL RATING CRITERIA AND SELECTION

All proposals will be evaluated on a 100 point system. Proposals will be rated on:

1) ORGANIZATION HISTORY & EXPERIENCE (40 Pts.)

- A. Program Parameters (25 Pts.): Has the respondent provided adequate information on how it will manage the following program components: **Outreach & recruitment, intake and registration, comprehensive and development of individual employment plan and the delivery of the mandated program activities?** Is the program likely to be effective in terms of its plans for intake and registration? Are the proposed assessment tools and individual planning strategies to include: objective assessment, career plan, basic skills tests, vocational tests, and any other material used to complete an assessment of the participants needs adequate and has the respondent clearly described how the program staff will be supervised? How has the respondent tied staff supervision to the program outcomes? Has the respondent described its plans for the delivery of the development services? Has the respondent described a strategy for attaining the program outcomes? Does the program offer substantive long term services to its participants that will help them to achieve academic and employment success?
- B. Program Linkages (15 Pts.): Has the respondent developed the required relationships and has secured the appropriate local partnership letters businesses, social services, justice/legal system, housing, healthcare, community and faith based organizations that will provide the full array of services required under FOA 18-02 and this RFP?

2) OVERALL PROGRAM APPROACH (45 Pts.)

- A. Experience (20Pts.): Evaluate the experience that the lead organization has in providing programs with similar employment and training activities. Evaluate the organization's experience in providing services to the proposed target group. Evaluate the performance data provided by the respondent regarding its success with other development programs? Has the respondent provided documented evidence from its funding sources that validate its claimed successes with other development initiatives? Does the organization have any other funded programs in operation?
- C. Management and administration (5 Pts.): Evaluate the organizational structure and administrative structure of the proposed program. Has the respondent clearly described its relationship with the partners in delivery of this program? Has the respondent clearly identify the role of each staff in the program?

- D. Systems (5 Pts.): Has the respondent described how it intends to use the OSOS system? Has the respondent identified the training needs of staffing in order for them to use OSOS? Does the respondent have any experience in the use of OSOS?
- E. Retention/Follow-up & Business Enterprise Implementation (15Pts): Has the respondent described how it will handle job placement & follow up. Also, has the respondent described how it intends to establish business enterprise and how it will be operated by the participants and overseen by the respondent for at least one year?

4) BUDGET & FISCAL (15 Points)

Evaluate the organization's capacity to conduct the proposed program based upon the fiscal management system in place, assessment of financial statements accompanying the application, and the fiscal controls described in the proposal application. Determine whether proposed costs are reasonable: cost per participant, cost per placement, and cost per positive outcome.

- A. Fiscal performance record (5 Pts.): Does the respondent have any adverse findings and or investigation pending from any of its funding sources?
- B. Financial solvency (5Pts.): Does the respondent's financial statement indicate financial solvency?
- C. Cost effectiveness (cost ranges): (5 Pts.) Is the respondent's proposed budget and unit cost reasonable?

VI. OTHER REQUIREMENTS

Mandatory Contract Requirements Regarding Ownership of Deliverables

In addition to, and not in limitation of, the Legal Understandings set forth in Section VII of this RFP, the successful proposer must agree to the following requirements in the event it is awarded a contract pursuant to this RFP.

- a. The County of Westchester shall own all materials, processes, and products produced by the successful proposer pursuant to any ensuing contract, including but not limited to curriculum modules and programming, instructional resources, methodologies, measures, software, code, documentation, white papers, implementation guidance, training materials, evaluation forms, data compilations, and reports shall be the sole and exclusive property of Westchester County.
- b. It is the intent of the County to copyright all materials produced under the contract resulting from this RFP. As such, all deliverables created by the successful proposer under any such agreement will be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the successful proposer agrees to assign 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.
- c. The successful proposer further 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

successful proposer 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.

d. The successful proposer shall deliver paper copies and the source code for all of the afore-mentioned materials to the County. The successful proposer shall ensure that its sub-contractor, if any, is also bound to these terms, and that the agreements for third-party owned content is also consistent with such ownership.

e. Should the successful proposer use the services of Contractors or other organizations or individuals who are not regular employees of the successful proposer, the subcontract agreement shall provide that such copyrightable work produced pursuant to the agreement shall be the sole and exclusive property of the County of Westchester.

f. All materials created pursuant to the contract resulting from this RFP are to be held strictly confidential unless and until otherwise authorized by the County, and must not be copied, duplicated, or disseminated in any manner or discussed with anyone other than persons authorized by the County.

A. MONITORING AND REPORTING

Funded programs will be required to provide monthly and other reports on individual participant outcomes to the Office of Workforce Investment. OWI staff will provide on-going monitoring and supervision of each program to ensure Compliance with performance standards and contract requirements. Site visits and weekly reports will be used as instruments to measure program effectiveness. Where programs seem to be having difficulty, the OWI staff will require corrective action that must be implemented in an established time frame. The information received at termination will determine the performance outcomes for the program and for the Local Workforce Investment Area. Follow up services will take place after termination and will be reported to OWI staff on an ongoing basis.

B. FISCAL/BUDGET REQUIREMENTS

Provider will submit financial reports consisting of line item detail of actual expenses to support each budget line item provided in the Program budget with each monthly invoice, and require any subcontractors to file financial report consisting of line item detail of actual expenses to support each budget line item provided in the Program Budget with each invoice.

C. REPORTING REQUIREMENTS

1. Funded agencies will be required to generate and submit accurate and timely reports to the Local Workforce Investment Board or its designee.
2. Request for reimbursement on payment points must be submitted according to the Programmatic Schedule.
3. The applicant's records will be subject to periodic monitoring and/or audit by the Local Workforce Investment Board or its designee.
4. Funded applicants will be required to have an audit performed in accordance with the Single Audit Act of 1984 and audit provisions of the Office of Management and Budget (OMB)

Circulars A-133 (Institutions of Higher Education and Not-For-Profit) or A-128 (State and Local Governments).

5. Accounting /record keeping should be maintained according with GAAP (General Accepted Accounting Principles) and OMB Circular A-87.
6. Under no circumstances will payment be made for activities incurred by the funded agencies beyond the contract dates.

D. PROGRAM RECORDS

Each contract will be required to maintain all program and participant records for a period of up to seven years. These records must be made available to the WPWDB or its designee whenever required. If there is a termination of contract, the WPWDB will require the contractor to turn over all program and participant records relative to this employment program.

VII. LEGAL UNDERSTANDINGS

LEGAL UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, the 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.

CONTRACT

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

The successful proposer will be asked to sign a contract substantially in the form attached hereto as **SCHEDULE “F”**. *Proposers should take note of the insurance and indemnification and defense requirements contained therein as the successful proposer will be bound by these provisions.*

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.

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.

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.

MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as **SCHEDULE "B"**

REFERENCES

The proposer shall provide a profile on **SCHEDULE "C"** 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

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 "D"**.

CRIMINAL DISCLOSURE FORM

The Proposer agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as **SCHEDULE "E"** which is hereby incorporated by reference.

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

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF)

ss.:

On this _____ day of _____, 2018, before me, the undersigned,
personally appeared _____, personally known to me or

(Name of Sole Officer)

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 executed the same in his/her
capacity as President and sole officer and director of _____,
the corporation described in and which executed the

(Name of Corporation)

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

Notary Public

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.:

COUNTY OF)

On the _____ day of _____ in the year 2018 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"

Proposal Cover Sheet

Applicant:

Contact Person:

Mailing Address:

Telephone:

FAX:

E-Mail Address:

SCHEDULE “B”

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

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

A “business enterprise owned and controlled by women or persons of color” means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability 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 "C"

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 "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County Contractor must complete this form as part of the proposed County contract.

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

Yes _____ No _____

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

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

Yes _____ No _____

No _____

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

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

Yes _____

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

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

Name: _____
Title: _____
Date: _____

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

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

SCHEDULE “E”
CONTRACTOR
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

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

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

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

- a.) Contractors, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Contractor, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to SubContractors, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Contractor, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.² Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a

² For these disclosures, a “crime” or “pending criminal charge” includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

basis for the waiver of or an exception from the disclosure requirements of Executive Order 1- 2008. If translation services are required by the Contractor, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Contractor, Contractor, Licensee, or Lessee.

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

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

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

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

Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify

the Procuring Officer³. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

SubContractors, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION

BEGINNING ON THE NEXT PAGE

³ Procuring Officer” shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

Contract #: _____

Name of Contractor, Contractor, Lessee, or Licensee: _____

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subContractor, subcontractor, sublessee, or sublicensee, please consider all references in this form to “Contractor, contractor, lessee, or licensee” to mean “subContractor, subcontractor, sublessee, or sublicensee” and check here:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 Name: _____
 Title: _____
 Date: _____

 Notary Public

 Date

SCHEDULE "F"

THIS AGREEMENT made the ____ day of _____ 2018 by and between

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

(hereafter the "County")

and

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

(hereinafter the "Contractor")

FIRST: The Contractor shall provide recruitment, assessment, case management, job readiness preparation, job placement, follow-up and retention services for young adults ages 18-24 who have had and/or are involved with the criminal justice system under the *STRIVE Future Leaders Young Adult Initiative Reentry Project* for the **Westchester County Department of Social Services (the "Department"), Office of Workforce Investment ("OWI") on behalf of the Westchester Putnam Local Workforce Development Board (the "WDB")**, as more particularly described in the County's RFP which is attached hereto and made a part hereof as Schedule "A" and the Contractor's Proposal which is attached hereto and made a part hereof as Schedule "B" (the "Work"). The Work shall be carried out by the Contractor in accordance with current industry standards and trade practices.

A list of key personnel of the Contractor, who shall be responsible for the implementation of this Agreement, is set forth in Schedule "B". The Contractor shall provide the County with prior written notice of any proposed changes in key personnel, and the (***FILL IN HEAD OF DEPT***) or his/her duly authorized designee (the "***FILL IN DIRECTOR/COMMISSIONER***") shall have sole discretion to approve or disapprove of any such personnel changes.

SECOND: The term of this Agreement shall commence on _____, 2018 and shall terminate on _____, 2021, unless terminated earlier pursuant to the provisions of this Agreement.

The Contractor shall report to the County on its progress toward completing the Work, as the Commissioner of the Department or his duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner 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 Contractor shall be paid an amount not to exceed (\$_____) DOLLARS, payable in accordance with the budget in Schedule "C", which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

The Contractor 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 Contractor exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County 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 County shall find cause to withhold payment in the course of such audit or the Contractor fails to cooperate with such audit. The County 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 County shall, in writing, advise the Contractor to the contrary, the Contractor shall retain all financial records related to this Agreement for a period of six (6) years after the expiration or termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this

Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

SIXTH: (a) The County, upon ten (10) days notice to the rContractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A", which rates shall be prorated to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the rContractor 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 rContractor prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

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

County 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 Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor 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 Contractor agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "D", 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 "D", the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor 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 Contractor or third parties under the direction or control of the Contractor; 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.

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

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

NINTH: The Contractor 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 Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TENTH: The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, 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 Contractor 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 Contractor in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

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

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

THIRTEENTH: The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation 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 subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

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

FOURTEENTH: The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, proposers and/or Contractors 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 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 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 Social Services Office
of Workforce Investment
120 Bloomingdale Road, 2nd Floor
White Plains, New York 10605

with a copy to:

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

To the Contractor:

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 Contractor 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 Contractor 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 Contractor further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Contractor 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 Contractor shall also use all reasonable means to avoid any appearance of impropriety.

The Contractor 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 Agency 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 Agency) 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 Contractor 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, Contractor agrees to notify County in writing within ten (10) business days of such event.

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

TWENTY-THIRD: The Contractor 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: **VENDOR DIRECT PAYMENT:** All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Successful Contractors 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 Contractor's designated bank account at the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE]

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

THE COUNTY OF WESTCHESTER

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE "F-1"

CONTRACT SCHEDULE "A"
SCOPE OF SERVICES

[SCOPE OF SERVICES WILL BE INSERTED HERE]

SCHEDULE "F-2"

CONTRACT SCHEDULE "D" **(REQUIRED INSURANCE)**

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery 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 Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 Agreement):

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' 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) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. 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.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

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

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

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

(a) Insurers shall have no right to recovery or subrogation against the County (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 is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (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.

Appendix "A"
PROPOSAL SUMMARY FORM
WORKFORCE INVESTMENT PROGRAM

Application Number: _____

Date Received: _____

IMPORTANT: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH COPY OF YOUR PROPOSAL

Organization

Name: _____

Address: _____

Telephone: _____ Fax _____

Program

Title: _____

Designated Contact

Person: _____

Telephone (if different): _____

E-mail: _____

Total Funds Requested: _____

Total Number of Customers to be Served: _____

Is Program Accessible to the disabled? Yes _____ No _____

ONE PARAGRAPH SUMMARY

APPENDIX B

- Cost-based preliminary budget - B (I)
- Instructions for Completing the Cost Reimbursement Budget Form
- Cost-based budget narrative

APPENDIX B (I)

Respondent Name _____

Contract Period: October 1, 2018 – September 1, 2021

A1. PERSONNEL (full time)					
Title	# of	% of Time	Amount Funded		
	Staff	Charged	Annual	First quarter	15 month
					0
					0
					0
Subtotal personnel(full time)			0	0	0
B1. FRINGE					
Category	Rate	Annual	First quarter	15 month	
FICA		0	0	0	
Wkr Comp		0	0	0	
Health		0	0	0	
Disability		0	0	0	
Unemployment		0	0	0	
Other		0	0	0	
Sub total fringe (full time staff)		0	0	0	
A2. PERSONNEL (part time)					
				0	0
				0	0
				0	0
Subtotal fringe (part time staff)			0	0	0
B2. FRINGE					
Category	Rate	Annual	First quarter	15 month	
FICA	7.20%	0	0	0	
Wkr Comp	0.29%	0	0	0	
Health	16.38%	0	0	0	
Disability	0.66%	0	0	0	
Unemployment	0.17%	0	0	0	
Other	4.85%	0	0	0	
Subtotal fringe (part time staff)		0	0	0	
C. OTHER THAN PERSONNEL SERVICES					
Items	% Charged	Annual	First quarter	15 month	
				0	
				0	
				0	
				0	
TOTAL OTPS		0	0	0	
GRAND TOTAL		0	0	0	

Instructions for Completing the Cost Reimbursement Budget Form

Cost Reimbursement Budget

Please note that the Budget Sheet has formulas. Therefore, you are only required to fill in certain information.

A1 and A2 Personnel (full-time)

Respondent must only complete job title, number of staff, % of time charged, annual salary and first quarter salary.

The formulas that are built into the worksheet will do the calculations.

B1 and B2 Fringe Benefits

Respondent must complete rate only. The formula will do the calculation.

C. Other Than Personnel Expenses (OTSP)

Respondent must complete item, % charged and the annual charge and the charge for the first quarter.

The formulas will do the additional calculations.