

**REQUEST FOR
PROPOSALS JUST ADD
ONE CAMPAIGN
FOR
THE WESTCHESTER COUNTY DEPARTMENT OF SOCIAL
SERVICES ON BEHALF OF THE OFFICE OF WORKFORCE
INVESTMENT**

**PROPOSAL ISSUE DATE: Friday, December 19, 2014
PROPOSAL DUE DATE: Friday January 30, 2015**

ISSUED BY

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

ON BEHALF OF

The Westchester/Putnam
Local Workforce Investment Board
120 Bloomingdale Road
White Plains, New York

David Singer, Chair, Westchester/Putnam Workforce Investment Board
Kevin McGuire, Commissioner, Westchester County Department of Social Services
Philippe Gille, Deputy Commissioner, Westchester County Department of Social Services
Donnovan Beckford, Director, Westchester County Department of Social Services, Office of
Workforce Investment

**ROBERT P. ASTORINO 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 están disponibles al solicitarlos**

Section 1: PROPOSAL INFORMATION

I. Announcement

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 Investment Board (the “WIB”) invites proposals from qualified firms to develop and implement a program known as “Just Add One” to assist eligible and deserving small businesses operators in Westchester and Putnam Counties to develop strategies to strengthen their business models/operations and make them more efficient, with the ultimate goal of adding to the businesses growth and increasing employment opportunities in the region.

Services to be provided by the successful proposer(s) will include, but may not be limited to:

1) development of curriculum modules and related materials; 2) recruitment of small businesses; 3) conduct 1-test training cohort; and 4) provide retention and follow up to the participants of the 1- test training cohort.

This initiative was developed by the WIB for the purpose of establishing a small business education program designed after similar programs developed by Interise’s StreetWise 'MBA' (www.interise.org) and the Goldman Sachs “Jump Start” (<http://www.goldmansachs.com/citizenship/10000-small-businesses/US/about-the-program/>) small business programs.

Interested parties may obtain the complete Request for Proposals (“RFP”), including application, from either the Westchester County website for RFPs at www.westchestergov.com/rfp or from the Westchester Putnam One-Stop website www.westchesterputnamonestop.com.

II. Information Session

An informational session for prospective proposers will be held on Tuesday, December 30, 2014 from 3:00–4:00 pm at the Westchester One-Stop Employment Center, 120 Bloomingdale Road 2nd fl., White Plains, New York, 10605.

III. Proposal Submission Requirements

The proposer must submit three (3) original copies of its proposal to the following address:

Ali Tarchoun
Westchester Putnam Workforce Investment
Board 120 Bloomingdale Road, Room 226
White Plains, New York 10605

Each proposal must be delivered in a sealed envelope that is clearly marked “JUST ADD ONE”. Telephone, facsimile, and email proposals will not be accepted.

All copies of each proposer’s proposal must be received by the County by the stated due date and time. The County is not responsible for any internal or external delivery delays that may cause the proposer’s proposal to arrive beyond 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”**), timelines and deadline for completion of the curriculum, along with three (3) recent references based on related initiatives, work and a sample of a completed curriculum project. One (1) CD containing electronic versions of all documents specified in Sections 2 and 3 below must be included with the proposal in Microsoft Word format.

Proposer(s) may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

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

IV. 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 3:00 p.m. EDT on Friday, December 26, 2014. Formal written responses will be posted by the County, on or before Monday, January 5, 2015 on the County and One-Stop websites: www.westchestergov.com/rfp and at www.westchesterputnamonestop.com.

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

V. Background

The Just Add One Campaign (“JAO”) is a new national effort intended to encourage small businesses in local communities to hire at least one worker to help reduce the unemployment rate and to add to the business’ growth. The pioneer programs in Stanislaus County, California and Jefferson County, Colorado demonstrated the potential for this effort to increase employment and to reduce unemployment. According to the United States Small Business Association, employers with 500 or less employees (small businesses) represent 99.7% of businesses in the US. Small businesses:

- Represent 64% of new jobs and 44% of all jobs
- Account for 40% of retail sales and hire over 8 million workers
- Do matter

- Hire 40% of the workforce and may be able to hire far more However, it has also been found small businesses:
- Often don't use the public system, i.e. One Stop centers
- Often do not operate efficiently for them to take advantage of the public resources

In an effort to develop a strategic plan for the JAO, the WIB appointed an ad hoc committee consisting of representatives from various small businesses in the region (the "Committee"). In addition to developing the strategic plan, the Committee will set participation guidelines for participating small business owners/operators. The expectation is that business owners/operators participating in the JAO will improve the outputs from their businesses to such an extent that they will be able to hire at least one (1) new employee.

The Committee has identified six (6) key areas of concentrations small business owners/operators need to strengthen in order to sustain and grow their businesses. The six (6) key areas of concentration to be included in the "JAO" curriculum modules include, but are not limited to:

- Business Strategic Planning
- Marketing and Promotion
- Finances
- Sales
- Private and Public Sector Contracting
- Infrastructure

The WIB approved the Committee's "**JAO**" strategic plan as set forth below:

- The curriculum developed as a result of this RFP will be adopted to increase small businesses efficiency.
- Once the curriculum is developed, it will be implemented throughout Westchester and Putnam counties.
- Development and distribution of "JAO" promotional materials.
- A countywide public relations campaign will also be developed to highlight the "JAO" program.
- The marketing of curriculum to small businesses.
- To pilot 1-small business training cohort of 35 small business owners/operators
- Track successful completers for 12 month period

VI. Purpose

The purpose of this RFP is to obtain competitive proposals to select the best qualified proposer to create a JOA course curriculum composed of six (6) modules as outlined by the Committee and identified in Section V above. Each module will be part of an

overall course.

VII. Desired Outcomes

The final product will be a detailed curriculum for a traditional in-class course that will include a syllabus, instructional plans, and participant and program assessment tools with all of the necessary materials to deliver the modules. The curriculum must be “user friendly” that can successfully be used to provide instructional guidelines to small business owners/operators.

VIII. Advisory Committee

An Advisory Committee will be required to oversee the content and process for the project as well as to assist in securing opportunities to “pilot test” the pending curriculum. Advisory Committee members may include but will not limited to: college/university, business/trade council, representatives from small businesses. WPWIB member and Westchester One-Stop Employment Center shall be required to participate in the Advisory committee.

IX. Eligible Proposers

Proposers eligible to respond to this RFP include but are not limited to: Public/Private businesses, including not for profit organizations that have expertise in delivering the requested services under this RFP. These may include local Chambers of Commerce, Trade/Industry Councils, Small Business Administration (SBA), SCORE, Offices of Economic Development, Boards of Cooperative Educational Services (“BOCES”), public or private Institutions of Higher Education (“IHEs”), not-for-profit and for-profit organizations, companies or agencies or a consortium of any of the above

X. Funding and Award Information

The County, pursuant to this RFP, expects to award one (1) contract for up to a twelve (12) month program period with the option, at the County’s sole discretion, to renew the agreement for up to three (3) additional one (1) year periods depending on the success of the program and subject to the availability of funds. All proposers are expected to include as part of their proposal, a price quotation for all services proposed to be rendered during the initial one (1) year term, including a detailed budget. Should the County elect to exercise its options to renew the agreement as described above, the successful proposer agrees that its price quotation and budget proposed for the initial term shall remain the same for each of the renewal periods. Failure to include a price quotation will automatically disqualify the proposer from consideration.

Funding for the contract resulting from this RFP will be made from local allocations of federal funds pursuant to the Workforce Investment Act (WIA).

XI. Mandatory Contract Requirements Regarding Ownership of Deliverables

In addition to, and not in limitation of, the Legal Understandings set forth in Section 4 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 consultants 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.

SECTION 2: SCOPE OF WORK

This section of the RFP details the services and products to be developed by the successful proposer. 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 4 under the heading “Legal Understandings” and should be reviewed carefully.

I. Curriculum Modules Requirements and Context

Proposers must propose and, if awarded the contract, ultimately develop a curriculum plan for delivering a traditional in-class based course. Responder’s curriculum submitted must meet the following requirements: Case studies and other interactive, problem-based approaches are preferred as the ideal means of delivering this curriculum. Acceptable modules will require curriculum and instruction aligned to the “JAO” campaign. Proposers should refer to Interise’s “Streetwise MBA”, and Goldman Sachs “JumpStart” small business initiatives.

The successful proposer will be required to deliver a final product applicable to delivering a curriculum by the end of the project period, to include:

- The Curriculum
- Curriculum syllabus with course objectives, learning objectives, and competencies to be acquired by the business owners
- Facilitator’s guide with instructional strategies. Student assessment strategies
- Pre- and post-surveys
- Course materials (handouts, etc.)

The successful proposer will be required to provide a hard copy package or binder as well as electronic copies of all documents. A curriculum developed under this RFP may be owned by the proposer, Westchester County and the funding source. A curriculum developed by the proposer outside of this RFP remains the property of the proposer and neither the County nor the funding source would have ownership of the curriculum.

II. Small Business Eligibility Criteria

- Develop eligibility criteria/standards that will help identify /determine the best candidates to participate in the training program.

III. Business Recruitment

- Recruit no less than 50 eligible small business owners/operators

- Enroll no less than 35 business owners/operators
- Facilitate A curriculum

IV. Orientation

- Ensure all participants receive an orientation outlining program goals, requirements, procedures and outcomes.

V. Instruction of 1-Cohort of 35 businesses

- Provide training and instruction as outlined in the curriculum
- Ensure pre- and post-tests are administered
- Distribute handouts
- Provide feedback and guidance to participants
- Provide feedback and guidance to WPWIB

VI. Monitoring/Attendance/Evaluations

- Maintain sign-in sheets (time and attendance) of all training sessions.
- Maintain pre- and post-tests for each participant.
- Obtain program evaluations from each participant.
- Monitor progress of completers over a 12 month period.
- Report new hires for each business for up to 12 months after program completion.

VII. Project Phases

- Phase 1: covers preliminary planning for the “JAO” modules as well as drafting a framework and conducting research for the curriculum. The research conducted will assist the successful proposer in determining what type of curriculum is best suited for this project.
- Phase 2: covers the development of the curriculum modules and an evaluation tool that provides the Committee’s input on usability, functionality, appropriateness, and ease of application; and student input on relevance, appropriate depth and breadth, and ease of use. Also included in this phase will be pilot testing of the models. The successful proposer will also be required to:
 - Submit a draft report outlining changes to “JAO” curriculum, pilot findings and evaluation tools to the Committee.
 - Pilot test 1-cohort of 35 small business owners/operators
 - Participate in calls/meetings to discuss project progress.

- c. Phase 3: covers the submission of the final curriculum.
- d. Phase 4: covers the testing of the final product with the WIB sponsored program. The successful proposer will also be required to:
 - Make any changes based on the test results.
 - Conduct follow-up and retention services
 - Submit a report with the final revisions and submit findings to the Advisory Committee.
 - Participate in calls/meetings to discuss project progress.

III. Anticipated Term of Agreement

The anticipated term of any ensuing agreement will be for a period of one (1) year, with a targeted commencement date of March 1, 2015, with the County reserving an option to renew the contract for up to three (3) additional one (1) year periods, depending on the success of the program and subject to the availability of funds. However, this date is subject to change at the sole and complete discretion of the County. Should the County elect to exercise its options to renew the agreement as described above, the successful proposer agrees that its price quotation and budget for the initial one (1) year term shall remain the same for each of the renewal periods.

SECTION 3: EVALUATION OF PROPOSALS

I. Proposal Evaluation Criteria

The County shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations:

Technical Proposal Section I: Project Description Narrative	15 points
Technical Proposal Section II: Curriculum Development	20 points
Technical Proposal Section III: Organizational Capacity	15 points
Technical Proposal Section IV: Eligibility Criteria	10 points
Technical Proposal Section V: Business Recruitment	10 points
Technical Proposal Section VI: Orientation	10 points
Technical Proposal Section VII: Instructions	10 points
Technical Proposal Section VIII: Project Budget	<u>10 points</u>
Maximum Points	100 points

II. TECHNICAL PROPOSAL

I. Technical Proposal Section I: Project Description Narrative (15 points)

The complete project description narrative and supporting materials will be reviewed to determine the overall consistency of the proposal to the stated purpose and student outcomes of the RFP. Describe the steps required in the design, development, and delivery of “JAO” training modules and materials. This project plan should clearly demonstrate how the proposer will ensure that materials will contribute to the youth provider effectiveness, which in turn will lead to target population’s success.

II. Technical Proposal Section II: Curriculum Development (20 points)

The proposer’s ability to complete the required end products and design appropriate curriculum development within the given performance metrics timeline will be taken into consideration. The degree of knowledge about specific content area curriculum development and specific deliverables will also be evaluated.

III. Technical Proposal Section III: Organizational Capacity (15 points)

This section of the technical proposal, “Organizational Capacity”, requires information about the proposer’s organization to determine the organization’s capacity to complete the work required under this RFP. Qualifications of key personnel will be evaluated for appropriateness of fit given the requirements of the project. Include in this section:

A narrative description of the organizational structure, governance, and lines of communication must be included, along with an organizational chart. Include in this organizational chart whether staffs are full-time, part-time, or employed on a consultative basis.

The proposal must provide sufficient detail to enable reviewers to evaluate the appropriateness of the proposed staff. Provide a comprehensive staffing plan. Provide the name of individual in the position and if individual is currently employed or will be hired. Include resumes, or if hiring will occur, please list planned hiring dates and names and/or positions of potential employees and resumes.

Details about the proposed staffing plan must be provided, including:

- For each key staff member, the proposer must provide a résumé and a detailed description of responsibilities and qualifications. The lead staff member(s) with primary responsibility for creating curricula or professional development plans should have demonstrated experience of similar scales and scopes of the work described in this RFP.
- The proposal must indicate the current quantity of available staff, historical staff retention rates, and methods used to ensure appropriate levels of available skilled staff can be hired as needed throughout the term of the contract.

IV. Technical Proposal Section IV: Eligibility Criteria (10 points)

Respondent must provide the minimum requirement for each business to participate in this program. Respondent must also include how long the participant has been in business. What are the participant's qualifications such as net revenue of the business and number of employees currently working for the business?

V. Technical Proposal Section V: Business Recruitment (10 points)

Respondent must outline strategies for recruiting businesses for this project such as outreach to business organizations, colleges, social media, etc...

VI. Technical Proposal Section VI: Orientation (10 points)

The respondent must describe what type of orientation will be given to program participants, outline the objective, process and outcome of the program and what would be the next step for participants.

VII. Technical Proposal Section VII: Instructions (10 points)

The respondent must describe the methodology that will be used to deliver the instructions such as classroom setting or online classes.

The work plan must be a clear, detailed, rational, and comprehensive plan for the approach to the development and provision of the products as required under this RFP. In the work plan, the proposer must ensure the production of applicable products specified in Section 2. of this RFP. The scope of work is broken out into work time periods. In the proposal, the proposer must describe how it will organize and develop the curriculum modules based on this time frame.

VIII. Project Budget (10 points)

The Budget **narrative** must include a price quotation for *all* services proposed to be rendered, including an itemized budget and summary of planned expenditures for the overall period. Should the County elect to exercise its options to renew the agreement as described above, the successful proposer agrees that its price quotation and budget for the initial one (1) year term shall remain the same for each of the renewal periods.

SECTION 4: 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 "G"**.

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

XIV. 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"**.

XV. 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.

XVI. QUALIFIED TRANSPORTATION FRINGE PROGRAM

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for services of \$100,000 or

more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract. Proposers agree to complete the statement which is attached hereto as **SCHEDULE "F"**.

XVII. 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

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2014 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

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

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

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

(Person executing agreement)

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

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

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

(Signature)

STATE OF NEW YORK)

COUNTY OF)

On the _____ day of _____ in the year 2014 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

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, _____,
(Partner other than Partner signing contract)

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

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

and named in the foregoing Agreement; that _____,
(Partner Executing Agreement)

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

(Signature)

STATE OF NEW YORK)

COUNTY OF)

On this _____ day of _____, in the year 2014 before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the General Partner described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at

_____, and he/she is a general partner of said Partnership; that he/she is duly authorized to execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

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 consultant must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Consultant 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 Consultant or their spouses a County officer or employee?

Yes _____ No _____

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

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

Yes _____ No _____

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

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

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"

CONSULTANT
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

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

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

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

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, 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 Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.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 Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

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

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

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

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

Exemptions

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

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

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

the Procuring 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.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

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.

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

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

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

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

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

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

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

 Name: _____
 Title: _____
 Date: _____

 Notary Public

 Date

SCHEDULE "F"
ENROLLMENT IN A QUALIFIED TRANSPORTATION FRINGE PROGRAM

Pursuant to Executive Order 7-2005, each contractor, concessionaire, or vendor ("Contractor") doing business with the County must enroll in a Qualified Transportation Fringe program, as defined in §132(f)(1) of the Internal Revenue Code, ("QTFP") when:

- 1.) the County is committed to pay over to the Contractor funds for services which are to be provided to or on behalf of the County, the total value of which is at least \$100,000 in any twelve month period during the contract term, **and**
- 2.) the Contractor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least one day per week, regardless of whether those employees are engaged in work pursuant to the County contract.

Accordingly, each Contractor must complete this form concerning its enrollment in a QTFP.

I certify that, under Executive Order 7-2005, _____:
(Name of Contractor)

_____ **is required** to be enrolled in a QTFP and:
(please check off only one option)
_____ is enrolled in a QTFP
_____ has initiated the process of enrolling in a QTFP⁴
_____ is requesting a waiver from compliance with Executive Order 7-2005 because:
(please check off only one option and attach a detailed explanation)
_____ the Contractor has an inability to comply
_____ hardship would result from compliance

_____ **is not required** to be enrolled in a QTFP because:
(please check off all that apply)
_____ the total value of this contract is less than \$100,000 for any twelve month period during the contract term
_____ the Contractor employs 25 or fewer individuals who utilize public transportation and/or pay for commuter parking at least one day per week, regardless of whether those employees are engaged in work pursuant to the contract.

Signature: _____

Name: _____

Title: _____

Date: _____

⁴ Pursuant to Executive Order 7-2005, the contractor shall notify, in writing, the appropriate personnel in the County department charged with administration of the contract, upon the commencement of its participation in a QTFP.

FOR COUNTY USE ONLY

Waiver is: _____ Approved _____
_____ Disapproved Commissioner or Department Head _____ Date

SCHEDULE "G"

THIS AGREEMENT made the _____ day of _____ 2013 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 "Consultant")

FIRST: The Consultant shall develop and implement a "Just Add One" program designed to assist eligible and deserving small businesses in Westchester and Putnam Counties to develop strategies to strengthen their business models/operations and make them more efficient, with the ultimate goal of adding to the businesses growth and increasing employment opportunities in the region including a public awareness campaign for the **Westchester County Department of Social Services (the "Department"), Office of Workforce Investment ("OWI") on behalf of the Westchester Putnam Workforce Investment Board (the "WIB")**, as more particularly described in the Consultant's proposal, dated _____, 2014 which is attached hereto and made a part hereof as Schedule "A" (the "Work"). The Work shall be carried out by the Consultant in accordance with current industry standards and trade practices.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule "A". The Consultant 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 _____, 20__ and shall terminate on _____, 20__ , unless terminated earlier pursuant to the provisions of this Agreement. The County, at its sole option, may renew the agreement for up to three (3) additional one (1) year periods depending on the success of the program and subject to the availability of funds. Said renewal, if any, shall be on the same terms and conditions as the initial term, including pricing and budget.

The Consultant 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 Consultant shall be paid an amount not to exceed _____ (\$ _____) DOLLARS, payable in accordance with the budget in Schedule "B", which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to the contrary, the Consultant 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 Consultant, then the Consultant 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 Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant 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 Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Consultant 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 Consultant prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Consultant. The Consultant 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 Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant 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 Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant 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 Consultant agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Consultant agrees:

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

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

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

NINTH: The Consultant expressly agrees that neither it nor any contractor, proposer, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender,

age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Consultant acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

ELEVENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "D" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Consultant agrees to complete the questionnaire attached hereto as Schedule "D", as part of this Agreement.

TWELFTH: All records or recorded data of any kind compiled by the Consultant in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

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

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

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

All subcontracts for the Work shall expressly reference the subconsultant’s duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County’s contract with the Consultant. The Consultant shall obtain a written acknowledgement

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

FOURTEENTH: The Consultant and the County agree that the Consultant and its officers, employees, agents, contractors, proposers and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the 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 Consultant:

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

EIGHTEENTH: In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

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

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

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

The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the 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 Consultant agrees to complete the Disclosure Form attached hereto as Schedule "E". In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Consultant agrees to notify County in writing within ten (10) business days of such event.

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

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

be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Consultant that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

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

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

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

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

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

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

By: _____
Name:
Title:

Approved as to form
and manner of execution

County Attorney
County of Westchester

SCHEDULE "F-1"

CONTRACT SCHEDULE "A"
SCOPE OF SERVICES

[SCOPE OF SERVICES WILL BE INSERTED HERE]

SCHEDULE "F-2"

CONTRACT SCHEDULE "B"
BUDGET

[BUDGET WILL BE INSERTED HERE]

