

**INVITATION TO SUBMIT PROPOSALS
FOR THE PROVISION OF
MARKETING AND PROMOTIONAL SERVICES FOR WESTCHESTER COUNTY'S
TECHHIRE (JOBS WAITING) PROGRAM
FOR
THE WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES
148 MARTINE AVENUE
WHITE PLAINS, NEW YORK 10601**

PROPOSAL DUE DATE: December 2, 2016 @ 12PM

Interested parties may obtain the complete Request for Proposals ("RFP"), including application, from the Westchester County website for RFPs at www.westchestergov.com/rfp.

Department of Social Services Contact

Ali Tarchoun, Manager
Westchester-Putnam Workforce Development Board
120 Bloomingdale Rd Room 226
White Plains, New York 10605

Phone: (914)-995-7580
Email: att1@westchestergov.com

Please be advised that all matters concerning this RFP, from the date of issuance until the contract awards are made, are to be directed in writing to the above named contact person.

An original and three (3) completed copies of the proposal MUST be received no later than at the following address:

Ali Tarchoun, Manager
Westchester-Putnam Workforce Development Board
120 Bloomingdale Rd Room 226
White Plains, New York 10605

REQUEST FOR PROPOSALS

WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES

I. INTRODUCTION

The Westchester Department of Social Services (the “Department”), on behalf of the Westchester Putnam Local Workforce Development Board (the “WDB”) invites proposals from qualified advertising and/or public relations firms to provide planning, research and implementation of media placements, coordination of public relations and web-based promotional activities in connection with the County’s TechHire (“Jobs Waiting”) initiative.

An original and three (3) completed copies of the proposal **MUST** be received no later than Friday, December 2, 2016 at 12PM at the following address:

Ali Tarchoun, Manager
Westchester-Putnam Workforce Development Board
120 Bloomingdale Rd Room 226
White Plains, New York 10605

PLEASE TAKE NOTICE that should the County find it necessary to amend this RFP and/or issue any addenda thereto, such documents will be posted to the County’s website for RFPs: <http://www.westchestergov.com/rfp>. Proposers shall have an affirmative obligation to regularly monitor the website for addenda or other communications.

Procurement Schedule:

Issue Date: Friday, November 4, 2016

Information Session: Monday, November 14, 2016 @ 2:00PM at 120 Bloomingdale Road 2nd Floor, White Plains, NY 10605

Requests for Clarification Deadline: Thursday, November 17, 2016 by 5:00PM

Written Responses to Requests for Clarification Posted: Tuesday, November 22, 2016

Proposal Due Date: Friday, December 2, 2016 @ 12:00PM

II. BACKGROUND:

“Jobs Waiting” is a brand name that encompasses our regional training programs led by Westchester County and the Westchester Putnam Workforce Development Board (WDB). “Jobs Waiting” was initially funded through a \$9.8 million federal Ready to Work grant.

Subsequently, the WDB received 4 million dollars in additional funding under the TechHire grant. The TechHire grant provides similar services in three other industries; namely advanced manufacturing, information technology and biotechnology. Further, the new grant provides

training services for individuals other than the long term unemployed that are served under the Ready to Work program. These include low income individuals between the ages 17 and 29. Therefore, the WDB has decided to incorporate TechHire and Ready-to-Work as funding sources under the umbrella of the “Jobs Waiting Program”.

Please be advised that WDB previously procured a marketing and promotion entity to promote all aspects of the Jobs Waiting brand through the Ready-to-Work Funding. However, the WDB is required by federal rules to conduct a separate procurement for TechHire marketing and promotion.

III. SCOPE OF SERVICES:

The advertising and /or public relations agency selected will be responsible for planning, researching, and implementing media placements, coordinating public relations and web-based promotional activities to promote the County’s “Jobs Waiting TechHire” initiative, as set forth below. In addition, the entity selected will be required to work in collaboration with the marketing and promotions entity(s) previously procured by the WDB under the Ready-to-Work Grant and the Westchester Department of Information Technology.

- To develop an awareness campaign for the Jobs Waiting program to include TechHire; the awareness campaign for Jobs Waiting TechHire program will target healthcare, advanced manufacturing, information technology, and biotechnology businesses and eligible job seekers between the ages of 17 and 29.
- Evaluate the current marketing promotion material to determine its effectiveness in reaching the target population. Recommend a strategy, which will include new marketing and promotion material. If necessary, work with our current Jobs Waiting Program marketing and promotion firm.
- Develop a marketing strategy and tactics/ methods. This could include, but not be limited to, print and electronic media planning, development of hand out items, writing and placing articles and informational items, assisting with website development, writing and placing radio spots, outreach to professionals and provider groups, civic organizations, planning event tie-ins, etc.
- Develop a marketing strategy to describe the Jobs Waiting TechHire program services and how to access those services.

For reference purposes, a copy of the County’s approved Statement of Work under the TechHire Grant is attached hereto as Schedule “G” (Please attach).

The successful proposer will be responsible for adhering to all media deadlines and planning accordingly.

IV. PROPOSAL RATING CRITERIA AND SELECTION:

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

manner it deems appropriate. All proposals will be evaluated on a 100 point system. Proposals will be rated on:

- Did the proposer clearly describe how it intends to develop a marketing and promotional campaign to reach out to healthcare, advanced manufacturing, information technology, and biotechnology businesses and eligible job seekers between the ages of 17 and 29 as described in this RFP? (25 Points)
- Did the proposer explain how it intends to develop a marketing strategy to describe the Jobs Waiting Tech-Hire program services, and how to access those services? (25 Points)
- Did the proposer clearly state how it intends to develop the marketing strategy and tactics/methods? (25 Points)
- Did the proposer clearly state how it intends to evaluate the existing marketing and promotional campaigns? (15 Points)
- Is the proposer's proposed budget reasonable? (10 Points)

Proposers are requested to respond to the above as set forth in **SCHEDULE "A"**.

V. TERM:

The term of any ensuing agreement will commence on or about January 1, 2017 and will continue through June 30, 2020.

VI. LEGAL UNDERSTANDINGS

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

- That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;
- By submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and

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

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the Westchester County Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received after notification to all proposers;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor in the evaluation criteria;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

VII. PROPOSAL REQUIREMENTS

PACKAGES MUST BE MARKED: “REQUEST FOR PROPOSAL FOR MARKETING AND PROMOTIONAL SERVICES FOR THE WESTCHESTER COUNTY TECHHIREPROGRAM”

- 1) The proposal must include the following information:

- a. Company Overview. Provide an overview of your company including location, number of staff and services provided
- b. Identification of Key Personnel. Identify and provide background information on the key personnel who would provide services to the County. The proposal must include the professional qualifications and experience of these individuals.
- c. Experience: The Proposal should list the proposer's experience and qualifications related to the services requested by this RFP.
- d. Scope of work to be performed. Provide a detailed narrative of how the County's scope would be performed. This should include, without limitation, the following:
- Defining the role of marketing in the promotion of our services
 - Development of a marketing strategy and methods
 - Identification of marketing strategy adjustments
 - Design the marketing strategy and related materials to be clear, consistent and relevant to target populations
- e. Timetable. Provide a timetable for completion of the assignment (if the County has set forth specific deadlines above, then provide a timeline for meeting those deadlines, including all interim milestones necessary to complete the project).
- f. Proposed Fee. The fee proposed for these services shall be indicated as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates.
- 2) Proposals must be submitted on the proposer's letterhead or standard proposal form and signed by an authorized representative of the proposer. Telephone or facsimile proposals will not be accepted.
- 3) The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that "this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein."
- 4) Proposal must be typed or printed in black ink. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.
- 5) Proposals delivered prior to the deadline shall be secured unopened so long as the package is properly marked as set forth above. Late proposals will not be accepted.

- 6) **Requests for clarification of this RFP MUST be written and emailed to Ali Tarchoun, Westchester-Putnam Workforce Development Board, att1@westchestergov.com, no later than Thursday, November 17, 2016. Formal written responses will be posted on the County's RFP website, www.westchestergov.com/rfp on Tuesday, November 22, 2016. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.**
- 7) Proposals MUST be signed. Unsigned proposals will be rejected.
- 8) Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- 9) 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.

VIII. 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"**.

IX. NON-COLLUSION

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

X. CONFLICT OF INTEREST

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

XI. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall: a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

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

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

XII. 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"**

XIII. REFERENCES:

The Agency 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. 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 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

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

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

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

(Person executing agreement)

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

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

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

(Signature)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

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)
) ss.:
COUNTY OF)

On this _____ day of _____, in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the 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"

Agency Name: _____

Please respond to the following. If more room is necessary to provide an adequate response, please feel free to attach additional pages.

- Please describe how you intend to develop a marketing and promotional campaign to reach out to healthcare, advanced manufacturing, information technology, and biotechnology businesses and eligible job seekers between the ages of 17 and 29 as described in this RFP?

- Please explain how you intend to develop a marketing strategy to describe the Jobs Waiting Tech-Hire program services, and how to access those services?

- Please explain how you intend to develop the marketing strategy and tactics/methods?

- Please explain how do you intend to evaluate the existing marketing and promotional campaigns?

- Please provide a price proposal including a proposed budget for said services.

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"

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 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

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.

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.

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.

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

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: _____

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"

THIS AGREEMENT made the _____ day of _____ 20__ 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 provide (*FILL IN SERVICES TYPE*) for the Westchester County Department of (*FILL IN DEPARTMENT*), as more particularly described in the Firm's proposal, dated _____, 20__ which is attached hereto and made a part hereof as Schedule "A" (the "Work"). The Work shall be carried out by the 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 Consultant shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the 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 rate specified in Schedule "B", which rate 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 Director. 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:

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]

SCHEDULE "F-3"

CONTRACT SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Consultant)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE “F-4”

CONTRACT SCHEDULE “D”

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY 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 "F-5"

CONTRACT SCHEDULE "E"

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:

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

SCHEDULE “F-6”

CONTRACT SCHEDULE “F”

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:

- c.) 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
- d.) 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:

- c.) 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
- d.) 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.⁵ 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 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

⁵ 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.

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:

- d.) A conviction of a crime(s);
- e.) A pending criminal proceeding for a crime(s); or
- f.) 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:

- c.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- d.) 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 Officer⁶. 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.

⁶ 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.

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

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: _____

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):

- 7.) 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.
- 8.) 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).
- 9.) Please provide the date and place of each conviction.
- 10.) Please provide your age at the time of each crime for which you were convicted.
- 11.) Please provide the legal disposition of each case.
- 12.) 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):

- 4.) 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.

- 5.) 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).
- 6.) 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-7"

CONTRACT SCHEDULE "G"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

SCHEDULE "F-8"

CONTRACT SCHEDULE "H"

Index No.

STATE OF)
) ss.:
COUNTY OF)

_____, being duly
(Name)

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

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

of _____ (the "Consultant")
(Name of Consultant)

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

2. The Consultant agrees that it has no interest and will not acquire any interest direct or indirect, that would conflict in any manner or degree with the performance of services to be rendered to Westchester County.

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

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

Consultant

Sworn to before me this _____
day of _____, 20__

NOTARY PUBLIC

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

SCHEDULE “F-9”

CONTRACT SCHEDULE “I”

**CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND**

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

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

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

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

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

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

Agreed:

Name of Consultant _____

By: (Authorized Representative) _____

Title: _____ Date _____

SCHEDULE "G"

PLEASE ATTACH THE COUNTY'S STATEMENT OF WORK UNDER THE TECH HIRE GRANT

U.S. DEPARTMENT OF LABOR
Employment and Training Administration
H-1B TechHire Partnership Grant
FOA-ETA-16-01 CFDA Number: 17.268

The Hudson Valley TechHire Partnership

Project Narrative

The Westchester County Department of Social Services is the applicant in this proposal, *Hudson Valley Tech-Hire Partnership (HVTHP)*, on behalf of the Westchester-Putnam (NY) Local Workforce Development Board (W-PWDB), the lead entity in this proposed *TechHire Partnership*. The W-PWDB will lead a partnership that include the Yonkers Workforce Development Board, the Rockland Workforce Development Board, a host of training providers and employers in need of technologically trained workforces. The HVTHP will target low-income individuals 17 to 29 years of age who have barriers to training and employment. Outside of the target it will serve persons who are unemployed, dislocated, underemployed or are low-income incumbent workers. Candidates to be trained and placed for the HVTHP will be recruited from major cities: White Plains, Mount Vernon, Peekskill, Yonkers, the village of Spring Valley and the town of Carmel in Putnam County.

(1) Statement of Need (18 points)

(a) Targeted Industries and Occupations (4 points)
--

- | |
|---|
| i. Clear identification and description of the high-growth H-1B industry(ies) and occupations targeted by the proposed program. |
|---|

Despite the fact that employers in the lower Hudson River Valley region of Westchester, Putnam and Rockland counties are continually seeking qualified workers and resorting to utilizing H-1B visa employees, there are literally thousands of youth and young adults throughout the region in need of training who could then qualify for good careers in high-growth

industries. *The Hudson Valley TechHire Partnership (HVTHP)* will target: IT and IT related industries; Advanced Manufacturing; Healthcare and Biotechnology. These industries are all listed on the list of H-1B permissible industries (Appendix F of the solicitation) except for Biotechnology. Evidence for including Biotechnology is presented below.

ii. Detailed description of the current and future projected demand for employment in the selected high-growth H-1B occupations and industries. Including how the demand coincides with the proposed project.

Nearly 20 percent of New York State’s biotechnology workforce is in Westchester County, which is also home to the largest biotech company in New York, Regeneron. This cluster is further complemented by the presence of premier medical and research institutions, such as New York Medical College, Cornell and Westchester Medical Center. There are fourteen Biotechnology firms in Westchester County, most which have utilized H-1B visas to meet their staffing needs. As an example, Regeneron Pharmaceuticals, Inc. of Tarrytown, NY, is the largest of the biotechnical companies in the region with 2,000 employees. Between 2013 and 2015 Regeneron Pharmaceuticals, Inc. applied for and was certified for 115 H-1B visas.⁷ The occupations include but are not limited to: Statistical Programmer; Research Associate I; Staff Scientist; Quality Control Associate Iv; Research Associate V; Quality Control and Lab Information Management Specialist; and Project Associate I. Note that these are only a sample of the many positions filled by H-1B visas at Regeneron Pharmaceuticals, Inc.

In development during the writing of this proposal and projected to be operational in three to four years, is the Westchester Bioscience & Technology Center, a nearly 3 million-square-foot, mixed-use complex on 80 acres in Westchester County. Fully built out, the new center would include 2,252,600 square feet of biotech/research space; medical offices; a hotel; retail space,

and a Children's Living Science Center.⁸

iii. Complete description of the training, skills, competencies, and degrees/credentials necessary for entry into or retention of the selected high- growth H-1B occupations and industries.
--

The HVTHP will serve four industries each with a number of high-growth occupations.

Presented below are a selection of these occupations with descriptions of training, skills and credentials. See attachment A to this proposal for more detailed information.

In the Biotechnology Industry the greatest demand is for General Maintenance and Repair Workers which require only a high school diploma but skills that include use of tools, OSHA 30 safety training, the ability to maintain schedules for maintenance and keeping records to that effect. Courses in mechanical drawing, electricity, woodworking, blueprint reading, mathematics, and computers are useful. Maintenance and repair workers often do work that involves electrical, plumbing, heating, and air-conditioning systems or painting and roofing tasks. Workers need a good working knowledge of many repair and maintenance tasks.

Heating, Air Conditioning, and Refrigeration Mechanics and Installers requires knowledge of Safety Devices and Practices, controls, valves, evaporators and compressors, condensers and air conditioning as well as Testing, Charging, Starting and Adjusting Systems; Installation & Servicing of Oil and Gas Burners; Service Methods and Shop Work.

Medical and Clinical Laboratory Technicians usually need an associate's degree or a postsecondary certificate. Technicians perform routine medical laboratory tests for the diagnosis, treatment, and prevention of disease. They may work under the supervision of a medical technologist.

Computer User Support Specialists provide technical assistance to computer users. Answer questions or resolve computer problems for clients in person, or via telephone or electronically.

⁸ www.westchestergov.com

They may provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

Patient Care Technician training consists of both instruction and clinical experience. Students are exposed to the training in the Nurse Aide, Phlebotomy, and EKG Technician courses over the duration of course. Students need to be exposed to a varied patient population, different types of medical equipment, and to professionals working in the healthcare field.

Medical Records and Health Information Technicians Postsecondary certificate and associate's degree programs in health information technology typically include courses in medical terminology, anatomy and physiology, health data requirements and standards, classification and coding systems, healthcare reimbursement methods, healthcare statistics, and computer systems. Applicants to health information technology programs may increase their chances of admission by taking high school courses in health, computer science, math, and biology.

Attachment A identifies high-growth occupations in the four industries that the HVTHP proposes to serve in this initiative. The occupations listed are either H-1B occupations or occupations that fit into a career pathway leading to those H-1B positions. For the most part the data has been acquired from the New York Department of Labor State Data Center except where otherwise footnoted.

- | |
|--|
| iv. Clear assessment of the current training available to meet these needs and why it is not providing the needed capacity to prepare people within the proposed service area with barriers to training and employment opportunities for the identified occupations because of lack of scale, resources, support systems, etc. |
|--|

There are numerous trainers and educational institutions in the region many of which are on the workforce boards' eligible training providers list (ETPL). These include but are not limited to: Southern Westchester BOCES; Putnam Northern Westchester BOCES; SUNY Westchester Community College; The College of Westchester; Rockland Community College;

Manhattanville College; Mercy College; Iona College; CUNY City College; CUNY Graduate School and University Center; Pace University and Fordham University. In addition to these there are other, non-college options for training including: Barksdale Training Corp; Big Apple Occupational Safety; Brewster Institute of Technology; Hudson Valley Career Training; Netcom Learning, Inc.; Eagle Eye Security Solutions, Inc.; Family Home Health Care; and Trench Project Management. As presented there is an abundance of qualified training providers in the four industries this proposal will address. Those on the ETPL are partners with the WPWDB in the college internship program, a long-term strategy to address the needs of the Biotechnology, Advance Manufacturing and IT industries.

These educators are not providing the needed capacity to prepare people within the proposed service area with barriers to training and employment opportunities for the identified occupations. There are a number of reasons for this dilemma: The population lacks resources to pay for the training; lack of support to assist with academic challenges; transportation costs; childcare and other expenses; lack of guidance in the individual's choice of career path; lack of motivation to pursue training and education; and lack of perseverance to stay the course once one has begun. With assistance and guidance from the *Dedicated Career Coach* and tuition payments and supports that will be provided through this initiative, persons with barriers to training and employment will be enabled to pursue training enter a career pathway and succeed in employment. Attachment B provides an overview of *Career Pathways* for the four industries.

(b) Employer Engagement (8 points)

- i. Comprehensive description of the specific role(s) of each employer, employer consortium and/or regional industry association with at least three employers or an industry association committed to the project, and how these roles support the goals of the project.

The Hudson Valley Economic Development Corporation (HVEDC), a partner in this initiative, represents thousands of companies throughout the Hudson Valley and is continuously

promoting the recruitment and hiring of qualified individuals in the key areas of technology, health care, advanced manufacturing and biotechnology. HVEDC will provide assistance with program design, latest trends and where possible, connect opportunities for job shadowing or internships that support training within those key industry sectors. HVEDC is the lead agency in the region's BioHud Valley initiative which works with Biotech companies to address company needs including workforce.

The Council of Industry of Southeastern New York has been the manufacturer's association for the Hudson Valley since 1910. It is a privately funded not-for-profit organization, whose mission is to promote the success of its member firms and their employees, and through them contribute to the success of the Hudson Valley Community.

The Council of Industry is continuously working to build a workforce of qualified individuals for the advanced manufacturing sector in the region needed to fill vacant positions. The Council will provide assistance with program design, latest trends, and opportunities for job shadowing, on-the-job-training (OJT), work experience or internships that support training when it is appropriate for the particular occupation. The Council will encourage its member firms to prioritize the hiring of participants from this program who possess the qualifications and/or credentials that they are looking for. Other industry associations will be supporting this project including the Business Council of Westchester and the Westchester County Association.

Some business partners will help in recruiting other businesses from their respective industry to participate in the program and the sector partnership. Other businesses will actively participate in the partnership to help identify the workforce skill needs of the sector; help develop workforce solutions; help in implementing the solutions; and help in evaluating the success of the strategy. Still other business representative will serve as ambassadors of the Partnership to the larger community.

ii. Clear description and feasible proposal for how the applicant will leverage existing partnerships and develop new partnerships with independent employers, consortia of employers, and regional industry associations throughout the life of the grant.

The Westchester-Putnam Workforce Development Board (WPWDB) and its partners have worked with many employers in the past through the American Job Centers and other programs. The WPWDB partners with various business sectors to offer summer employment for youth. It will leverage these relationships in building the TechHire Partnership.

Regeneron Pharmaceuticals, Inc. is a partner with the WPWDB in the college internship program, a long-term strategy to address the needs of the industry. The CEO of Fen Bar Precision Machinists and The Council of Industry are the co-chairs of the WPWDB's Advanced Manufacturing Partnership and has been working on initiative to train workers for the sector. Also, board members are representatives of the four industries served by this initiative as well as other private sector industries, social service agencies, government and non-profit agencies. Other employers sit on committees and taskforces to address specific workforce development issues. The three Workforce Development Boards partnering in this initiative have worked with the New York State Economic Development Council, the Society of Manufacturing Engineers, the Business Council of New York State, the Westchester County Association; the Hudson Valley Mechanical Contractors Association industry associations and chambers of commerce to develop the region. It needs to be noted that the WPWDB works with IBM and other IT companies and the SIM group on this project intends to address the skill needs of the IT sector. These areas are a part of the State Hudson Valley regional priorities.

iii. Clear demonstration of employer support in the form by attaching at least three partnership letters.

See the letters in the attachment section of this application from The Hudson Valley Economic Development Corporation (HVEDC); The Council of Industry of Southeastern New York; and individual employers, Candela Systems Corporation and Fen Bar Precision Machinists, two important employers in the region. Two workforce development boards: the

Yonkers Workforce Development Board, the Rockland Workforce Development Board also have committed to their participation in this initiative.

iv. Detailed explanation of the employer roles included in the attached partnership agreements, letters, or other documentation (as described in Section IV.B.4, Attachments to the Project Narrative).

The Hudson Valley Economic Development Corporation (HVEDC) has a membership of literally thousands of companies throughout the region. It is a comprehensive resource for businesses relocating to (or expanding within) the Hudson Valley, New York's "economic engine," a seven-county area including the counties of Westchester, Rockland, Putnam, Orange, Ulster, Dutchess and Sullivan. HVEDC's membership represents numerous industries including technology, biotechnology, data centers and health care. HVEDC leads BioHud Valley, a biotechnology cluster group more than 80 biotech/pharmaceutical companies.

The Council of Industry of Southeastern New York maintains that the skills gap in advance manufacturing is an opportunity for youth and young adults with the right attitude to train and secure mid and upper level positions in the field.

Depending on their particular needs, each association or business has committed to assisting with planning and/or participating in internships, OJT or work experience. All committed employers have agreed to consider any individual from the program that presents with the qualifications and/or credentials that they are looking for. It is anticipated that there will be an enhanced partnership around this grant based on current sector strategies.

Some business partners will help in recruiting other businesses from their respective industry to participate in the program and the sector partnership. Other businesses will actively participate in the partnership to help identify the workforce skill needs of the sector; help develop workforce solutions; help in implementing the solutions; and help in evaluating the success of the strategy. Still other business representative will serve as ambassadors of the Partnership to the larger community.

(c) Targeted Population and Service Area (6 points)

i. Clear identification of the specific targeted population of individuals within the proposed service area with barriers to accessing training and employment opportunities to be served through the project.

The Hudson Valley TechHire Partnership will serve youth and young adults ages 17 to 29 years with barriers to training and employment opportunities. The HVTHP is committed to serving at least 75 percent of its participants from this population. It will also serve long-term unemployed workers, underemployed workers, and incumbent workers from the target population and others outside of the target population. Veterans and individuals who have been involved with the criminal justice system will be served through the project as well.

ii. Strong evidence that specifies the number or percentage of people within the targeted population.

The exhibit below presents strong evidence that there a sufficient number of people in the targeted population to meet the goals of the proposed initiative.

B17001: POVERTY STATUS IN THE PAST 12 MONTHS BY SEX BY AGE⁹ –
Universe: Population for whom poverty status is determined

	White Plains	Mount Vernon	Peekskill	Yonkers	Carmel	Spring Valley
Total:	56,225	67,274	23,611	196,369	34,070	31,759
Income in the past 12 months below poverty level:	5,690	10,852	3,596	31,305	1,076	58,070
Male:						
17 years	47	146	65	338	4	38
18 to 24 years	246	397	181	1,901	83	375
25 to 29 years	399	636	164	1,551	33	278
Female:						
17 years	22	95	0	258	5	90
18 to 24 years	394	859	90	1,944	38	331
25 to 29 years	224	476	203	1,341	51	390
Total with income below poverty in target age group	1,354	2,714	703	6,995	214	1,502

	Beacon	Newburgh	Middleton	Poughkeepsie	Monticello	New Paltz
Total:	13,667	27,715	27,587	29,568	6,581	11,277

⁹ 2010-2014 American Community Survey 5-Year Estimates

Income in the past 12 months below poverty level:	1,803	9,527	5,362	6,971	2,496	2,121
Male:						
17 years	29	145	122	66	0	7
18 to 24 years	84	475	423	477	66	464
25 to 29 years	139	629	414	361	141	109
Female:						
17 years	85	185	146	55	44	8
18 to 24 years	173	662	300	538	89	892
25 to 29 years	72	863	445	688	225	75
Total with income below poverty in target age group	582	2,959	1,850	2,185	565	1,255

S2301: EMPLOYMENT STATUS

2010-2014 American Community Survey 5-Year Estimates

Subject	White Plains	Mt Vernon	Peekskill	Yonkers	Carmel	Spring Valley
	Unemploy rate					
Total Population	6.9%	13.4%	12.9%	9.5%	8.1%	13.5%
AGE						
16 to 19	32.8%	63.8%	51.8%	32.8%	43.8%	48.4%
20 to 24	11.0%	19.0%	22.3%	17.6%	13.1%	18.3%
25 to 29	5.3%	11.7%	9.3%	7.9%	9.2%	9.9%

Subject	Beacon	Newburgh	Middletown	Poughkeepsie	Monticello	New Paltz
	Unemploy rate					
Total Population	11.5%	11.5%	11.0%	14.5%	17.9%	11.2%
AGE						
16 to 19	29.4%	34.7%	30.4%	45.7%	31.1%	41.2%
20 to 24	18.9%	19%	25.5%	21.6%	46.4%	5.8%
25 to 29	10.3%	8.6%	8.5%	13.2%	20.10%	12.3%

iii. Detailed description of the barriers to training and employment, service, and education and/or training needs of the targeted population

The Hudson Valley TechHire Partnership will focus on youth and young adults who are out-of-secondary school, between the ages of 17 and 29, and have barriers to training and

employment. These individuals typically are from low-income neighborhoods where the unemployment rate is high, education attainment rates are low and individuals may have one or more of the following barriers to training and employment. These same barriers may pertain to individuals whose demographic fall outside of the target population. Lack of Knowledge: Individuals don't know where to go for assistance in receiving training and job placement services even though there are American Job Centers in their cities. Transportation: Individuals have no ride to programs or money for bus or transit card and may lack knowledge of public transportation system. Language: English is the second language for many individuals who present a barrier for finding information and learning new technical skills. Low education attainment levels: Many out-of-school individuals did not fulfill requirements for their high school diploma, quitting early and not pursuing post-secondary education. Low Literacy: For various reasons individuals in this target population may have low literacy. Lack of Work History: Many youth and young adults have a scant or no work history which combined with other barriers makes it difficult to secure employment. Childcare needs: Parents in this target population will often have difficulty finding adequate childcare providers at a time when it is needed for training/education and then employment. Housing: Having permanent, secure and safe housing can be another barrier to participate in training and then securing and retaining employment. Health issues: Diagnosed or undiagnosed health conditions can present major barriers to securing employment and retaining it. Adjudication issues: Even small infractions must be reported to potential employers if it appears on a local or state record. Lack of retention: Many people in this target population may make a good impression but cannot retain their momentum. This could result from a lack of support from home, lack of motivation, transportation issues, health issues and numerous other root causes. Other barriers include; unaffordable tuition and training that focuses on the individual's job first not a career. Persons in

the target population may feel frustration with the job market that offers less pay for more work; part time and season employment and other frustrations.

Those who are long-term unemployed may have many of the same issues but typically have self-esteem issues from their lack of success at reemployment. The Platform to Employment (P2E) program is designed to help long-term unemployed workers realize their worth and re-brand themselves for new employment. Veterans may be in the target group or the outside group. Usually more self-sufficient, veterans need to recognize that their military specialty may qualify them for numerous civilian jobs and promote themselves to secure one of these positions.

(2) Expected Outcomes and Outputs (10 points)

(a) Projected Performance Outcomes (6 points)

i. Comprehensive numerical outcome projections for each of the seven outcome measures

The performance outcomes are presented on the Outcome Measures Table in the Attachments.

ii. Feasible description that explains how the outcome projections are appropriate numerical targets for the program design by providing an explanation of how the targets were derived and how the targets fit into the overall timeline of grant implementation.

The targets are based on the geographic size of the initiative that involves Seven New York counties: Sullivan, Ulster, Orange, Dutchess, Westchester, Putnam, and Rockland. The low-income, hard to serve population in this region will support the goal of recruiting and serving 400 individuals. Recruitment will occur in the major cities of the region: Yonkers, Mount Vernon, Peekskill, White Plains, Carmel, Newburgh, Middletown, Poughkeepsie, Monticello, Beacon, New Paltz, and Spring Valley. To allow time for start-up activities fewer participants will be served in the first year with more served in subsequent years. Furthermore there are more than 25,000 people registered with the workforce system in the region.

(b) Ability to Report Outcomes (2 points)

i. Clear identification of existing or planned systems for tracking participant- level data on characteristics,

services, activities, and employment outcomes of participants served through the project to report to the Department during the life of your grant. In addition you must describe in detail how you will use these systems to regularly to assess progress towards identified performance goals

Data collection begins at assessment with in-depth recording of participant-level demographics, unemployment, and baseline behavioral and attitudinal survey results and will extend through the last day of the four-year grant. Dedicated Career Coaches enter baseline and progress data into the One-Stop Operating System (OSOS) and note participant progress. Dedicated Career Coaches review progress at least bi-weekly with participants, and share data on services, activities, and employment outcomes in their caseload weekly in team meetings / case conferences. The OSOS data will be used formatively to implement continuous improvement and to report quarterly to U.S. DOL. Summative data will be used in a final report to U.S. DOL and for dissemination purposes.

- ii. Comprehensive explanation of how you will collect employment outcomes of participants during the grant period of performance, including the processes and procedures for collecting these outcomes after participants have completed the program, as necessary.

The American Job Center's website (<http://www.westchesterputnamonestop.com/>) is used to provide online services: program participants can complete online assessments; post resumes; search jobs listings; and apply for training vouchers. Businesses can use it to post jobs, search resumes and apply for training assistance for employees. Program administrators use it to track outcomes. The website will be modified to accommodate the activities of *The Hudson Valley TechHire Partnership*. The Westchester-Putnam Workforce Development Board also uses a system of cash incentives to ensure that participants are willing to report their employment outcomes both during the performance period of the grant and after the performance period. It will use the same system for *The Hudson Valley TechHire Partnership*, by budgeting \$200 per participant that will be dispersed incrementally as participants reach and report milestones.

(c) Cost Effectiveness (2 points)

- i. Clear description that demonstrates that the number of participants to be served meets or exceeds the

minimum number of participants served for the requested grant amount as illustrated in Figure 1, Minimum Goals for Participants Served during the Grant Period Based on Funding Request (See Section II.A).

The Hudson Valley TechHire Partnership will serve 400 participants which meet the minimum number of participants for the requested grant amount.

- ii. Strong evidence that demonstrates how the cost(s)-per-participant proposed aligns with similar programs the applicant, partners, or other organizations have conducted, including a justification for how costs may differ for the proposed program, based on the characteristics of the population(s) served.

The Hudson Valley TechHire Partnership will serve 400 participants with a request of \$4 million plus leveraged resources of \$1 million. The cost per participant for this initiative is \$12,500. This is comparable to other programs that the WPWDB is conducting. On a national level, YouthBuild's cost per participant is \$22,000; the Westchester YouthBuild cost is \$13,750 per participant. The cost per participant in the WPWDB's Ready-to-Work program is \$19,737, making this TechHire Partnership very cost effective.

(3) Project Design (46 points)

(a) Outreach and Recruitment (8 points)

- i. Comprehensive description of the participant outreach and recruitment plan for engaging the targeted population of individuals with barriers to training and employment opportunities, as well as other populations to be served, including unemployed, dislocated, underemployed, and incumbent workers, as applicable. Clear identification of outreach partners and the process to ensure collaboration between the applicant, applicant's outreach partners, and other relevant partners in these activities.

Outreach and Recruitment: *The Westchester Tech-Hire Partnership* will outreach and recruit participants through the American Job Centers (AJC) located throughout the County. The initiative will also recruit through *STRIVE Forward* programs located in Yonkers, White Plains and Mount Vernon and other local non-profit agencies that serve at-risk youth and targeted low-income persons that could benefit from this program. The Westchester County Department of Social Services, the applicant, contracts and works with numerous agencies that serve the targeted population.

The recruitment plan includes the OSOS registrants. In addition to the public media, the

WPWDB will outreach to faith based organizations, libraries, high schools, colleges, and universities.

- ii. Complete description of the types of strategy(ies) to reach the targeted population and other population(s) you propose to serve (such as partnering with the public workforce system, job clubs, community organizations, faith- based organizations, business entities, or using online social media).

Outreach will utilize various media channels including but not limited to radio and TV announcements, newspaper press releases and notices posted in the program sites listed above.

Recruitment sessions will be held at the AJCs, STRIVE programs and other agencies where the program will be explained and possible candidates are screened.

(b) Assessment Strategy (6 points)

- i. Complete description of the process to be used to determine whether individuals are eligible to be served through the program and likely to be good candidates for successfully completing the program.

Each candidate will be tested using the Tests of Adult Basic Education (TABE®), the most comprehensive and reliable academic assessment product in adult basic education. TABE testing provides a solid foundation for effectively assessing the skills and knowledge of adult learners. The TABE 9&10 measures the skills adults need to succeed on the job and in life. It assesses Basic Skills: reading, math, language, language mechanics, vocabulary and spelling. The TABE Advanced Level Tests include: science, social studies, algebra/geometry and writing. Candidates will have the option of using the American Job Center website to do the TABE assessments.

In addition each candidate will be interviewed to help assess their determination to succeed in employment in technology. Candidates will be required to present photographic identification, documentation of income and place of residence.

- ii. Detailed description of the assessment process that will be used after eligibility determination has been made to determine which of the three customized intervention tracks to employment, as described in Section I.C, Training and Service Strategies that Support Customized Interventions for Employment, is appropriate for participants, as applicable. In addition, a clear explanation of the process for assessing competencies or credentials to demonstrate to employers an individual's labor market value.

Candidates that meet all entry criteria will be interviewed to determine level of education

achieved, work history, military service record, marketable skills that the candidate has acquired, transportation needs, childcare needs and any other information that will assist in determining an individual's appropriateness for the program. Candidates will then be assigned a *Dedicated Career Coach*, a crucial component of *The Hudson Valley Tech-Hire Partnership*. The Coach will assist the participant through the remainder of the program and through the first year of employment. Participants will be targeted to one of the three following "boot camp" type programs. Each has been proven effective.

STRIVE: The core of the STRIVE employment model is the Attitudinal and Job Readiness training, a four week workshop that takes a tough love, no excuses approach to work readiness. This curriculum delves into the root causes of a person's inability to obtain and keep a job, mentoring participants towards the attitudes and workplace behaviors they need to overcome employment obstacles and transform their lives.

Participants learn how to follow instructions, accept criticism and function as team members, through role-playing and the performance of tasks in a simulated work environment. The program model is underpinned by a workshop principle that insists that people don't "get fired" – they "fire" themselves. STRIVE also mentors clients in how to dress and speak in a work-appropriate manner and to write resumes, fill out job applications, and interview. Activities are conducted through individual and team-based assignments, in-class exercises, and classroom seminars. STRIVE will be assigned to those participants in need of a tough-love orientation in order to work successfully in a career oriented positions.

READI (youth) model: READI stands for Respect, Enthusiasm, Articulate, Dependable and Initiative. The program builds around these concepts for youth. Respect: A feeling of deep admiration for someone or something elicited by their abilities, qualities, or achievements. Admire (someone or something) deeply, as a result of their abilities, qualities, or achievements.

Enthusiasm: Intense and eager enjoyment, interest, or approval. Articulate: Uttered clearly in distinct syllables. Dependable: Firmness of purpose; resoluteness; the process of establishing something exactly, typically by calculation or research. Initiative: An introductory step. Energy or aptitude displayed in initiation of action. Youth who are school drop-outs, at-risk of criminal behavior and adjudication and/or who have difficulty retaining a job may be assigned to the READI model program to build skills toward employment.

Platform to Employment (P2E): P2E is a vehicle to move the long-term unemployed into employment. The program is a five-week training course that emphasizes job-procurement skills: resume development, interviewing, self-esteem building. Then the program places them in eight week, subsidized work trials with local companies. The companies have the opportunity to pre-view candidates and decide to hire them or not. Typically, participants demonstrate enthusiasm and professionalism for their work along with a deep commitment to the success of employers who are willing to give them a chance. This program will be offered to long-term unemployed individuals outside of the targeted population as well as older youth who have been separated from employment for more than a year.

(c) Employment and Training Strategy (12 points)

- i. Clear description of feasible education and training strategies that will be used to serve the targeted population of people with barriers to accessing training and employment, as well as other unemployed workers, underemployed workers, and incumbent workers, as applicable, following completion of the assessment process.

Focused Occupational Skills Training leading to Career Pathways: *The Hudson Valley Tech-Hire Partnership* will enroll participants in focused competency-based occupational skills training in either a traditional institution such as Westchester Community College where a program will result in a degree, certification or a credential or an alternative short-term occupational skills training program which will provide competencies to qualify the participant for entry level technology positions.

Based on the participant's assessment and interview information, his/her performance in one of the boot-camp programs, as well as career aspirations, the participant's *Dedicated Career Coach* will advise on which program that participant should enroll for occupational skills training/ education. The Career Coach will also assist the participant in determining what other education and training activities (if applicable) the participant should engage in, such as work experience, internship or on-the-job training.

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| ii. The specific education and training activities, including those that incorporate an earnings component (such as OJT, paid work experience, paid internship, or Registered Apprenticeship), and any other training activities within each strategy. |
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The Hudson Valley TechHire Partnership will use three training strategies: intensive coaching; short-term / accelerated training; and training along a career pathway leading to industry-recognized credentials. The goal is to customize the program for each individual since participants will be coming from diverse backgrounds, with varying levels of education and work experience. The Dedicated Career Coaches will provide intensive coaching to assist those individuals with skills that qualify them for in-demand jobs in one of the four industries. The coaches will follow up on referring them to one of the American Job Centers for resume and interview preparation and job leads. The Coaches will also direct participants to the industry associations that are partnering in this initiative since they list position openings from their memberships.

Those participants that do need training in order to qualify for positions in these industries may be referred to short-term / accelerated training or training along a career pathway leading to industry-recognized credentials depending on the participant's aptitude and motivation.

Providers of short-term accelerated training include: Barksdale Training Corp; Big Apple Occupational Safety; Brewster Institute of Technology; Hudson Valley Career Training; Netcom Learning, Inc.; Eagle Eye Security Solutions, Inc.; Family Home Health Care; and Trench

Project Management. These providers offer training in occupations identified previously in this proposal. The Dedicated Career Coach will assist participants to select a program, help them with enrollment if needed and follow up to ensure that the participant is attending and on-route to complete the course.

The third option that *The Hudson Valley TechHire Partnership* will offer, is Career Pathways, a combination of rigorous and high-quality education, training, and other services that meets these criteria: aligns with the skill needs of industries in the economy; prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships; includes counseling to support an individual in achieving his/her education and career goals; includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster; organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; enables an individual to attain a secondary school diploma or its recognized equivalent, if applicable, and at least one recognized postsecondary credential; and helps an individual enter or advance within a specific occupation or occupational cluster. Again, the Dedicated Career Coach will assist participants to select a program, help them with enrollment if needed and follow up to ensure that the participant is progressing and on-route to complete the course.

Along with these options the participant may perform a work experience, internship or on-the-job training to complement the education and training courses.

iii. Thorough explanation of the way that education and training strategies will be matched with the skill needs of employers and, where appropriate, leverage existing standards, assessments, curricula, etc. that have proven effectiveness.

The on-line survey that employers complete provides on-time needs in each industry. *The*

Hudson Valley TechHire Partnership will use this existing system to conduct surveys of employers to determine specific occupations and skill sets needed. For cost effectiveness and efficiency it is extremely important to ensure that education and training strategies are matched with the skill needs of employers. The WPWDB will be assisted by its partners, the Hudson Valley Economic Development Corporation and the Council of Industry.

- iv. The proposed education and training strategies are appropriate for the targeted population as well as others.

The Hudson Valley TechHire Partnership will use multiple strategies tailored toward the needs of each participant using intensive counseling, short-term training and career pathway programs to earn recognized credentials. The initiative will work with four industries, Advanced Manufacturing, Biotechnology, Health Care and Information Technology and related fields. The strategy provides choices of industries, choices of occupations and options on the means for achieving ones career objectives. The WPWDB has strong community partnerships with providers and employers.

- v. Participants will have, upon completing the grant program, the necessary industry- or employer recognized-skills and experience desired by employers to be hired, such as degree(s), industry-recognized credential(s), portfolios of work, etc.), as appropriate. Longer-term training or training along a career pathway must result in a degree or industry-recognized credential.

The Hudson Valley TechHire Partnership can ensure that participants will have the necessary industry or employer recognized skills and experience because it will: include employers and industry associations in the planning phase of the initiative; and survey the industry association memberships to receive broad input on skill gaps and open positions currently or projected over the next four years. The HVTHP will contract with educators and trainers that are accredited and have proven track records of providing services that convey skills that are in-demand. The community colleges of the region provide an abundance of degree bearing and non-degree programs that qualify graduates/completers for employment.

- vi. The program will provide information on and opportunities for entering into and progressing along a career

pathway. As applicable, clearly identify the specific type(s) of documentation to be gathered from an employer(s) to validate the completion and attainment of skills obtained by incumbent workers as a result of training.

The WPWDB utilizes the One-Stop Operating System (OSOS) that is used to capture and analyze all data pertaining to individual participants. It will capture boot camp participation, courses completed, internships, work experiences, on-the-job training and apprenticeships as well as employment data. Employers of incumbent workers who are participating in course work will be required to maintain a record of all courses attended and completed with documentation of any credentials earned.

(d) Supportive Services and Specialized Participant Services Strategies (8 points)

- i. The proposed service strategy(ies) to be used to support the project's proposed employment and training strategies for the targeted population is feasible.

The applicant, on behalf of the Westchester-Putnam Workforce Development Board, is the Westchester County Department of Social Services which has access to social services throughout the County and is connected with services in the greater region. The Dedicated Career Coaches will take the lead in assisting their participants to access needed supports and services both of which will be available only when other sources are exhausted. Support will be provided to ensure that participants are able to attend training and then secure and retain employment.

- ii. Thorough description of the specific services included in these strategies such as specialized participant services, case management services, and other types of services necessary to address barriers to training, employment, and employment retention.

The Dedicated Career Coaches are the staff who will provide case management for the participants. The Coach will make referrals to social services for childcare needs, food stamps, housing needs and obtain transportation assistance when needed.

- iii. Strong evidence that supports the effectiveness of the services you propose to address barriers to training, employment, and employment retention, as applicable;

The proposal identifies the possible barriers to training, employment and retention and has

built in supports to ameliorate these conditions including but not limited to: the Dedicated Career Coach; the Job Developer; transportation allowance, funds for incentives; allowance for uniforms and clothing if needed. The proposal also takes into consideration the need for childcare and housing through the County Social Services.

- iv. Clear description of how you will provide these services to participants, identifying the specific service providers (or specifying a plan to procure specific types of service providers) and how these services will be administered through effective case management.

All support services other than those provided through the *TechHire Partnership* grant will be provided by the Westchester County Department of Social Services or its vendors.

(e) Job Placement Strategies (6 points)

- i. The proposed job placement strategies will ensure that participants from the targeted population will obtain employment in middle- to high-skilled H-1B occupations and industries.

The Hudson Valley Tech-Hire Partnership has enlisted companies that utilize technology and have positions to fill with workers skilled in technology competencies. The *Dedicated Career Coaches* will work with their participants to assist them to secure employment with one of the participating employers. Coaches will maintain the connection with their participants and help plan and guide them toward *employment and careers* in their field. The companies have been surveyed to determine the skill needs for their workforces. All training is for in-demand occupations. The process will be similar for participants who are outside of the target group but Career Coaches will put more emphasis on work histories and past education and training.

- ii. Clear description of how you will provide job placement services to participants, identifying the specific organization(s) that will be responsible for job placement and rationale for why that organization is well positioned to serve this role.

The delivery of job placement services to participants will be a joint effort of the Job Developer and the Dedicated Career Coaches in conjunction with the American Job Centers. This team will be assisted by the Hudson Valley Economic Development Corporation, the Industry Council and other industry associations that will participate in the initiative. The Job

Developer will keep a listing of open positions with attention to skill requirements, location, hours of work, pay rate and other specific information. The team will match jobs with available participants and make arrangements for an application if applicable.

(f) Project Work Plan (6 points)

- i. Detailed project work plan that demonstrates a cohesive, well-designed, and feasible approach to implement the project.
- ii. Comprehensive description of the activities, timeframes, deliverables, and key implementers required to implement the training and service strategies described in this Project Design section within the grant period of performance.

The comprehensive Work Plan is labeled Attachment D in the attachments page of the submission.

(4) Organizational, Administrative, and Fiscal Capacity (10)

(a) Capacity of Lead Applicant and Partners (6 points)

- i. Detailed description of the lead applicant's capacity to manage the project, as well as the role of any partners included in management of the project, including and identifying a plan for efficient and effective communication between staff at all levels of the project, including partners.

The Westchester-Putnam Workforce Development Board (WPWDB) and its partners are uniquely qualified to carry out the proposed project having conducted multiple training and employment programs in the past as well as STRIVE, YouthBuild and other programs that target at-risk youth and young adults. The proposed TechHire Partnership program will be managed by WPWDB Director Donovan Beckford with 10% of his time assigned to ensure effective implementation and on-going delivery of service. Program Manager, Ali Tarchoun will manage all procurement and coordinate services with the WDB with 10% of his time. Program Administrator Allen Kelley will oversee the day-to-day grant management at 30% time to lead broad-based recruitment; coordinate and expand partnerships; monitor the progress and effectiveness of the program; manage the budget; oversee payroll and stipends; head bi-weekly progress meetings; and ensure accurate records and reporting.

ii. Complete description of the capacity of all entities involved in the project to effectively implement each of the components of the program approach, as appropriate.

In addition to the Westchester-Putnam Workforce Development Board, the Yonkers Workforce Development Board and the Rockland Workforce Development Board will be partners in this initiative. Their American Job Center locations will serve as recruitment centers for the project and TABE and other assessments discussed above will be conducted at these sites.

Career Coaches will meet with and provide career and employment guidance to participants at American Job Center locations for the convenience of the participants.

iii. Fully describe the applicant's procurement processes, systems, and procedures and, if applicable, those of partners.

Contracts for public works whose amount is equal to or exceeds \$20,000 are subject to public bidding pursuant to the applicable laws of New York State and section 161.11(2) of the Laws of Westchester County. Contracts for the purchase of supplies, equipment and materials are subject to the applicable laws of New York State and the Westchester County Purchasing Act; Chapter 883 Laws of Westchester County. Contracts for the services of architects, engineers and land surveyors are subject to the rules of pre-qualification and selection which were adopted by the County Board of Legislators in accordance with Section 161.31 of the Laws of Westchester County. All other county contracts are subject to the Westchester County Procurement Policy, which was adopted in accordance with Section 104-b of the New York State General Municipal Law. Notwithstanding the foregoing, if state or federal grant funds are utilized to fund a County contract and the grant rules require compliance with specified state or federal procurement requirements (e.g., the federal Common Grant Rules), such grant procurement rules will supersede County rules to the extent that there is any conflict with local laws, rules or policies.

(b) Examples of Employment and Training Programs (2 points)

As the regional workforce development board of Westchester County, the WPWDB provides Individual Training Accounts (ITA) to eligible individuals through its American Jobs Centers. Its

services include career guidance, job search assistance, resume and interview preparation. All training programs are for jobs that are in-demand. The WPWDB provides programs for youth as well. It is currently conducting its second YouthBuild program which will serve 80 at-risk youth in Yonkers, Peekskill and Mount Vernon. Additionally, the WPWDB is a member in the Hudson Valley Regional Partnership on Green Talent Pipeline and the English as a Second Language program for limited English speakers. It also provides a regional VITA program, summer employment programs for youth and internship programs.

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| i. Detailed description of at least two examples of multi-partner, multi-service employment and training programs led by an entity in the primary partnership, or other partner(s). |
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The Westchester-Putnam Workforce Development Board has led numerous multi-partner, multi-service employment and training programs. Currently it is implementing *Westchester YouthBuild*, through its second ETA YouthBuild award. *Westchester YouthBuild* operates in three urban municipalities: Yonkers, Mount Vernon and Peekskill, New York and will provide training and services for 80 at-risk youth.

STRIVE Forward in Westchester serves 130 adjudicated and at-risk youth in the Southwest neighborhoods of the City of Yonkers, NY.

(c) Financial and Performance Reporting Systems (2 points)
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| i. Comprehensive description of the systems and processes used that enable timely and accurate financial and performance reporting. |
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Fiscal Management: The Westchester-Putnam WDB has been a responsible steward of government funds, including more than \$11 million in government contracts and formula funds (FY 15-16). The county uses the CGI Advantage Financial System to manage all fiscal, personnel and payroll functions and to monitor, disburse and report funds by grant; track expenditures to budget; and raise flags on variances to be reviewed.

CGI Advantage Financial Management supports government-specific functionality such as:

Multiple budget sources; Multi-year budgeting and funding control; Variable funding control structures; Encumbrance and pre-encumbrance accounting; Roll-ups for Comprehensive Annual Financial Statements (CAFR); Assignment of government chart of accounts attributes; Comprehensive reporting for transparency and compliance; Complex acquisition requirements; and GASB and GAAP compliance. The result is reduced operational costs, increased efficiencies, real-time access to departmental budgets and performance indicators, effective control of financial resources and the potential to reduce costs while increasing revenue.

Grant Management: Westchester-Putnam WDB staff is experienced in managing grants to contract requirements, in keeping funding streams distinct, and in providing the extensive reporting that government contracts require. Internal grant management includes a risk management review, requires multiple approvals on expenditures, and incorporates reporting and review of expenses to budget and progress to goals. All vendors' payments are processed quickly and paid on time. Currently the W-P WDB has two U.S. Department of Labor Employment and Training Administration grants: H-1B and current Youth Build which started in Oct. 2015. All ETA reports are submitted on time.

(5) Past Performance (10 points)

(a) Programmatic Capability - Funding Assistance Management or Past Accomplishments (6 points)

- i. If you have received federally and/or non-federally funded assistance agreements (assistance agreements include Federal grants and cooperative agreements but not Federal contracts) similar in size, scope, and relevance to the proposed project that have been completed within the last five years, as of the closing date of this Announcement, you must submit a detailed list of 3 such agreements and include the name, title, organization, email address and telephone number of an individual from the previous grantor entity or agency for each.

YouthBuild: Awarded in June 2012; U.S. Department of Labor ETA; the Contract Specialist is Michael Hotard

Performance Goals:

- (1) Placement in Education or Employment: attained a placement rate of 75% (3/31/15)
- (2) Certificate/Degree Attainment: certificate /degree attainment rate of 69.64%
- (3) Literacy/Numeracy Gains: participants had literacy/numeracy gains of 52.17%.
- (4) Retention in Education or Employment: retention rate of 81.25%

The H-1B Ready to Work Partnership Grant was awarded this past fall. Currently there is no data available since programing has just recently begun. The Contract Specialist is Michael Hotard.

(b) Experience with the Target Population or Proposed Program Design (4 points)

- i. Detailed description of your experience serving the proposed target population and/or administering a program with similar design elements to the project proposed in the application.

The Westchester-Putnam Workforce Development Board and its parent agency, the Westchester County Department of Social Services, are quite experienced at serving the targeted population through its social service programs, Temporary Assistance for Needy Families, the American Job Centers, *Westchester YouthBuild*, *STRIVE Forward in Westchester* and other WIOA funded programs targeted at youth and young adults.

(6) Budget and Budget Justification (6 points)

All budget information for *The Hudson Valley TechHire Partnership* is contained in the Budget Narrative found in the attachment section of this application package. Given the scope of the project the budget is justified and reasonable. It identifies all specific costs related exclusively to activities outlined in the narrative and how the costs were arrived at. The project will leverage resources equal to at least 25 percent of the total requested funds to support grant activities, including a complete account of these leveraged resources, and demonstration of how these leveraged resources and grant funds will cover the cost per participant.