

**WESTCHESTER/PUTNAM LOCAL WORKFORCE INVESTMENT BOARD
REQUEST FOR PROPOSALS**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH SERVICES
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) of 2014**

**(IN-SCHOOL YOUTH: 14 – 21 YEARS OF AGE)
(OUT-OF-SCHOOL YOUTH: 16 – 24 YEARS OF AGE)**

**ISSUE DATE: Thursday, April 30, 2015
DUE DATE: Friday May 29, 2015**

ISSUED BY:

The Westchester County
Department of Social Services
Office of Workforce Investment
White Plains, New York 10601

ON BEHALF OF:

The Westchester-Putnam
Local Workforce Investment Board
120 Bloomingdale Rd.
White Plains, New York 10605

Kevin M. McGuire, Commissioner, County Department of Social Services

**ROBERT P. ASTORINO
WESTCHESTER COUNTY EXECUTIVE**

**MARYELLEN ODELL
PUTNAM COUNTY EXECUTIVE**

REQUEST FOR PROPOSALS

The County of Westchester Department of Social Services, Office of Workforce Investment (“DSS”), on behalf of the Westchester/Putnam Local Workforce Investment Board (hereinafter referred to as WPLWIB), is requesting proposals from qualified agencies to provide employment and training services for both in-school and out-of-school youth under the Workforce Innovation and Opportunity Act of 2014, PL 113-128, and its implementing regulations (“WIOA”). The WIB may select one or multiple providers.

Contracts for services developed from this RFP will be for a term of one (1) year beginning on or about July 1, 2015 and ending June 30, 2016. The County, the WPLWIB and or its successor as required under WIOA, at its sole option, may renew the contracts for up to three (3) additional one (1) year periods subject to WIOA legislation and associated regulations, availability of funding, the recommendations of the Youth Council or standing committee, the approval of the WPLWIB, the Westchester County Board of Acquisition & Contract, and satisfactory program performance. This RFP is soliciting proposals to provide employment and training services to In-School Youth (14 to 21 years old) and Out-of-School Youth (16 – 24 years old) residing in Westchester County (exclusive of Yonkers).

Proposers must respond to serve both in-school youth and out-of-school youth. Only one proposal must be submitted per respondent. The WIB contemplates one or multiple providers to serve the following communities, Carmel, Peekskill, White Plains, Mt Vernon, New Rochelle and Port Chester. Respondents may propose to serve communities in Westchester and Putnam Counties that are not targeted by the WIB, but must provide evidence of the need to serve such communities.

The WPLWIB is also seeking one youth provider for the cities of Mt Vernon and Yonkers to work with STRIVE for the future youth who are/were involved with the juvenile justice system. Each respondent must include in its proposal to provide these services as a single response.

The WPLWIB is also seeking a youth provider to work with the Foster Care youth in Putnam and Westchester Counties. Respondents must include in their proposals to provide these services in their single response.

Interested parties may pick up copies of this RFP at the WPLWIB, 120 Bloomingdale Road, 2nd Floor, White Plains, New York 10605. This RFP may also be downloaded from the Westchester County Web Site, www.westchestergov.com/onestopemploymentcenter. Addenda to this RFP will be posted on the website. Interested parties are responsible for checking the website daily for related addendum. Prospective respondents are responsible for accessing all addenda.

It should be noted that approximately \$900,000.00 of WIOA Title 1 Funds is expected to be available to Youth Services Providers to administer local youth programs under this RFP. However, per WIOA requirements, approximately 75% of this funding will be dedicated to Out of School Youth programs, while only 25% will be dedicated to In School Youth programs. Respondents must show how they will help the WIB meet this requirement. The WPLWIB will determine the number of awards based on the quality and innovations of the proposals received.

An original and four (4) completed copies of the proposal MUST be received no later than Friday, May 29, 2015 at 4:00 PM at the following address:

Westchester/Putnam Local Workforce Investment Board
120 Bloomingdale Road, 2nd Floor
White Plains, New York 10605
Attn. Ali Tarchoun, Westchester-Putnam Workforce Investment Board

An informational session is scheduled for Wednesday **May 6, 2015 at 2:00 PM** at the following address:

Westchester/Putnam Local Workforce Investment Board
120 Bloomingdale Road, 2nd Floor, Conference Room D
White Plains, New York 10605

A letter of intent must be mailed to Ali Tarchoun:

Westchester/Putnam Local Workforce Investment Board
120 Bloomingdale Road Room 226
White Plains, NY 10605

or emailed to Ali Tarchoun: att1@westchestergov.com no later than **Friday May 8, 2015**.

Failure to email/mail a letter of intent by the indicated deadline will disqualify your application.

II. BACKGROUND:

President Barack Obama signed WIOA into law on July 22, 2014. WIOA supersedes the Workforce Investment Act of 1998 (“WIA”) and, like WIA, is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed WIOA by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. In general, the Act takes effect on July 1, 2015, the first full program year after enactment.

Like WIA, WIOA authorizes the use of funds for youth employment and training activities that will provide eligible youth assistance in achieving careers and academic and employment success; ensures ongoing mentoring opportunities; provides opportunities for training; provides continued supportive services; provides incentives for recognition and achievement; and provides opportunities for leadership, development, decision making, citizenship, and community service.

Unlike WIA, WIOA prioritizes funding for Out of School Youth, with a minimum of 75% of funding dedicated to Out of School Youth programs, while only 25% dedicated to In School Youth programs. WIOA also prioritizes work experiences with the requirement that local areas must spend a minimum of 20 percent of non-administrative local area funds on work experience. Work experience services vendor will be proposed separately.

SCOPE OF WORK:

The successful proposer(s) will provide employment and training services for both in-school and out-of-school youth, as more particularly described in the proposed Scope of Work which is attached hereto as Schedule “A”. Please be advised that the WPLWIB is seeking the following:

- 1) One or more providers for communities in Westchester and Putnam Counties.
- 2) Each provider will operate the In-School and Out-of-School as one program
- 3) Youth are to be served in communities including but not limited to City of Mt Vernon, City of White Plains, City of Peekskill, City of New Rochelle, Village of Port Chester and Town of Carmel.

- 4) A youth provider for the cities of Mt Vernon and Yonkers to work with STRIVE for youth who are/were involved with the juvenile justice system
- 5) A youth provider to serve youth in the Foster Care system

A. Outreach, Intake, and Eligibility Determination:

Eligibility: Youth must be residents of Putnam and Westchester Counties exclusive of the City of Yonkers.

Out of School Youth must be 16-24 years of age, not attending school and meet low income requirements as defined by WIOA in addition to meeting at least one of the following program requirements:

- (I) Basic skills deficient.
- (II) An English language learner.
- (III) An offender.
- (IV) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e- 2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.
- (V) Pregnant or parenting.
- (VI) A youth who is an individual with a disability.
- (VII) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

In-School Youth must be 14-21 years of age, be determined low income as defined by WIOA and meet at least one of the following criteria:

- (I) Basic skills deficient.
- (II) An English language learner.
- (III) An offender.
- (IV) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e- 2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.
- (V) Pregnant or parenting.
- (VI) A youth who is an individual with a disability.

(VII) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

In this section, the term “in-school youth” means an individual who is—

- (i) Attending school (as defined by State law);
- (ii) Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21
- (iii) A low-income individual
- (iv) One or more of the following:

STRIVE Youth or Re-Entry Youth are youth 14 to 24 who are/were involved with the juvenile justice system within the last 12 months of being enrolled in the program.

Foster Care Youth are youth who are currently in the Foster Care system in Westchester and Putnam Counties

Program Services:

For each registered participant the following services must be administered:

- Individual assessment
- Individual service plan
- Ongoing case management
- Referral
- Follow up

B. Required Program WIOA Youth Elements:

- Tutoring, study skills training
- Alternative secondary school services or dropout recovery services
- Paid and unpaid work experiences
- Occupational skills training as appropriate
- Mentoring
- Supportive services
- Leadership development services
- Comprehensive guidance and counseling
- Follow up services

- Financial literacy education
- Entrepreneurial skills training
- Labor market information
- Activities that help youth to transition to postsecondary education
- Education offered concurrently with workforce preparation for a specific occupation.

C. Case Management

- Each participant record must be organized and maintained according to WIOA and local WIB regulations.
- Each participant's case management will be entered and regularly updated in the America One Stop Operating System (AOSOS).

D. Required Program Outcomes

- Respondents must indicate how many youth they intend to enroll for the In School and the Out of School each program year starting July 1, 2015.
- A minimum of no less than 45% must obtain unsubsidized employment. (Out of School youth)
- A minimum of 35% must enter higher education or the military. (Out of School youth)
- The completion of at least one STEM/Green project. (In School Youth)
- The regular establishment of a local industry advisory council.
- Placement in employment and education in the second quarter.
- Placement retention in the fourth quarter
- Median earnings
- Diploma/credential attainment
- Measurable skill gains
- Employer effectiveness

E. Fiscal Management Capability

- All fiscal reporting and claims must be submitted on a monthly basis with all backup information and documentation attached.

V. 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.

VI. PROPOSAL REQUIREMENTS

PACKAGES MUST BE MARKED: “REQUEST FOR PROPOSAL FOR WIOA YOUTH SERVICES”

- 1) The proposal must include the following information:
 - a. Scope of work to be performed. Provide a detailed narrative of how the County’s scope would be performed.
 - 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. Information to be supplied to the proposer. List the information that is not provided in the RFP that is necessary for the County to provide to you in order to complete the scope of work.
 - d. Timetable. Provide a timetable for completion of the assignment (if the County has set forth specific deadlines above, then provide a timeline for meeting those deadlines, including all interim milestones necessary to complete the project).
 - e. Proposed Fee. The fee proposed for these services shall be indicated as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates.
 - f. Experience: The Proposal should list the proposer’s:
 - Experience providing the services requested by this RFP
 - Experience providing services requested by this RFP to New York counties of similar size to Westchester County.
 - Membership in appropriate professional organizations.
 - Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.
- 2) Proposals must be submitted on the proposer’s letterhead or standard proposal form and signed by an authorized representative of the proposer. Telephone or facsimile proposals will not be accepted.
- 3) The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that “this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein.”

- 4) An original and three (4) completed copies of the proposal MUST be received no later than Thursday May 28, 2015 at 4:00 PM at the following address:

Westchester/Putnam Local Workforce Investment Board
120 Bloomingdale Road, 2nd Floor
White Plains, New York 10605
Attn: Ali Tarchoun, Westchester-Putnam Workforce Investment Board.

- 5) Proposal must be typed or printed in black ink. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.
- 6) Proposals delivered prior to the deadline shall be secured unopened so long as the package is properly marked as set forth above. Late proposals will not be accepted.
- 7) **Requests for clarification of this RFP MUST be written and submitted to Ali Tarchoun att1@westchestergov.com Westchester-Putnam Workforce Investment Board, 120 Bloomingdale Road Room 226, White Plains, New York 10605 no later than 2:00 PM on Tuesday May 5, 2015. Formal written responses will be distributed by the County on or before Friday May 8, 2015. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION. *All requests and/or questions and their responses will be shared with the group by posting same on the County's RFP website.***
- 8) Proposals MUST be signed. Unsigned proposals will be rejected.
- 9) Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- 10) No proposal will be accepted from 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.

VII. 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 "H"**.

VIII. 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.

IX. 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.

X. 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.

XI. 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 “C”**

XII. REFERENCES:

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

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

XIII. DISCLOSURE FORM:

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

XIV. 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 “F”** which is hereby incorporated by reference.

XV. QUALIFIED TRANSPORTATION FRINGE PROGRAM

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of

the IRS Tax Code for all contracts for services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract. Proposers agree to complete the statement which is attached hereto as **SCHEDULE "G"**.

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"

PROPOSAL EVALUATION:

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

Respondents may also submit applications for specialized programs for Foster Care and Re-Entry (STRIVE).

1. BACKGROUND OF ORGANIZATION (14 Pts.)

- 1) Does the respondent have the experience in providing programs with similar employment and training activities? (3 pts)
- 2) Does the respondent have the experience in providing services to the proposed target group (In School, Out of School, Foster Care, STRIVE (Re-Entry))? (3 pts)
- 3) Did the respondent provide adequate performance data regarding its success with other youth development programs? (3 pts)
- 4) Has the respondent provided documented evidence from its funding sources that validate its claimed successes with other youth development initiatives? (2 pts)
- 5) Has the respondent described the organizations existing partnerships and their roles? (3 pts)

2. OUTREACH, INTAKE & ELIGIBILITY DETERMINATION (16 Pts.)

Has the respondent provided adequate information on how it will manage the following program components?

- 1) The intake, registration, comprehensive assessment and development of individual employment plan and the delivery of the mandated youth development activities. (4 pts)
- 2) Plans for intake and registration. List of assessment tools, including objective assessment, Individual Service Strategy (ISS), basic skills tests, vocational tests, and any other material used to complete an assessment of the participants needs. (4 pts)
- 3) Staff qualifications to complete the assessments. (4 pts)
- 4) Description of the respondent's plan for the delivery of the youth development services. (4 pts)

3. PROGRAM SERVICES (20 Pts.)

- 1) Has the respondent developed the required relationship and secured the appropriate letters of support from the school and/or the local One Stop? Has the respondent clearly identified the role of each staff in the program? (5 pts)
- 2) Is staff adequate to provide the proposed services? Has the respondent clearly describe how staffing the program will be supervised? How has the respondent tied staff supervision to the program outcomes? (5 pts)
- 3) Has the respondent developed linkages and described how it will develop a local business advisory council representing at least five (5) high growth/demand industries in their community and or surrounding communities that will provide an array of services required under WIOA and this RFP? Is the letter of commitment attached from the members of the local advisory council? (5 pts)
- 4) Has the respondent provided adequate proof of linkages developed with other youth service agencies that will provide the full array of services required under WIOA and this RFP? These should include educational institutions and other community and youth service providers. Has the respondent described how it intends to use the OSOS system? Has the respondent identified the training needs of staffing in order for them to use OSOS? Does the respondent have any experience in the use of OSOS? (5 pts)

4. REQUIRED PROGRAM WIOA YOUTH ELEMENTS (10 Pts.)

- 1) Has the respondent developed the required relationships with other youth services organizations and received letters of support from said organizations to demonstrate how the 14 WIOA youth elements would be provided? (10 pts)

5. CASE MANAGEMENT (10 PTS)

- 1) Has the respondent indicated how it intends to organize and maintain each participant's record according to WIOA and local WIB regulations? (5 pts)
- 2) Has the respondent indicated how each participant's case management will be entered and regularly updated in the America One Stop Operating System (AOSOS)? (5 pts)

6. REQUIRED PROGRAM OUTCOMES (15 Pts.)

Has the respondent described a strategy for attaining the following program outcomes? (15 pts)

- a) Respondent must propose the number of youth respondent would enroll each year starting July 1, 2015; approximately 75% out of school and 25% in school.
- b) A minimum of 45% of the youth enrolled must obtain unsubsidized employment
- c) A minimum of 35% must enter higher education or the military
- d) The completion of at least one STEM/Green project
- e) The establishment of a local industry advisory council
- f) Placement in employment or/and education in the second quarter after exit
- g) Placement retention in the fourth quarter after exit
- h) Increase in median earnings from pre-enrollment
- i) Diploma/Credential attainment
- j) Measurable skill gains
- k) Employer effectiveness

7. FISCAL MANAGEMENT CAPABILITY (15 Pts.)

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

- A. Cost effectiveness (cost ranges): Is the respondent's proposed budget and unit cost reasonable? (10 pts)
- B. 100% Match: Has the respondent described how it will match 100% of funding using non-Federal funds and or in-kind contribution? (10 pts)

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

V. TERM:

The term of any ensuing agreement will commence on or about July 1, 2015 and will continue through June 30, 2016. The County, at its sole option, may renew the contracts for up to three (3) additional one (1) year periods, subject to availability of funding, the recommendations of the Youth Council or standing committee, the approval of the WPLWIB, the Westchester County Board of Acquisition & Contract, and satisfactory program performance.

SCHEDULE "B"

Agency Name: _____

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

- 1. Fiscal Management Capability*
- 2. Price Proposal (Please include a price proposal and detailed budget for the initial term and for each of the three (3) optional renewal terms.)*

Overall Budget Summary
7/1/15 through 6/30/16

A. PERSONNEL (full time)			
Title	# of Staff	% of Time Charged	Total Amount
Total fringe for full-time personnel (at _____%) :			
Subtotal personnel (full time) :			
B. PERSONNEL (part time)			
Title	# of Staff	% of Time Charged	Total Amount
Total fringe for part-time personnel (at _____%) :			
Subtotal personnel (part time) :			
C. OTHER THAN PERSONNEL SERVICES (OTPS)			
Items		% Charged	Total Amount
Subtotal OTPS :			
GRAND TOTAL :			

SCHEDULE "C"

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 "D"

REFERENCES

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

SCHEDULE "E"

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 "F"

CONSULTANT **CRIMINAL BACKGROUND DISCLOSURE** **INSTRUCTIONS**

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

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

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

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

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

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any parts 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:

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.

- 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 "G"
ENROLLMENT IN A QUALIFIED TRANSPORTATION FRINGE PROGRAM

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

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

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

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

_____ **is required** to be enrolled in a QTFP and:

(please check off only one option)

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

_____ **is not required** to be enrolled in a QTFP because:

(please check off all that apply)

- _____ the total value of this contract is less than \$100,000 for any twelve month period during the contract term
_____ the Contractor employs 25 or fewer individuals who utilize public transportation and/or pay for commuter parking at least one day per week, regardless of whether those employees are engaged in work pursuant to the contract.

Signature: _____

Name: _____

Title: _____

Date: _____

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

FOR COUNTY USE ONLY

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

SCHEDULE "H"

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 employment and training services for both in-school and out-of-school youth for the Westchester County Department of Social services, 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 July 15, 2015 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 "A", 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" through "F-5" 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.

[NO FURTHER TEXT ON THIS PAGE]

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**⁵ 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: _____

⁵ "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.⁶ 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 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 parts 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

⁶ 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.

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 Officer⁷. 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.

⁷ 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.



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change

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

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

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:		Contact Person Telephone Number:
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____ Authorized Signature	_____ Print Name/Title	_____ Date

Section II- Financial Institution Information

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

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

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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-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 "L"
ENROLLMENT IN A QUALIFIED TRANSPORTATION FRINGE PROGRAM

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

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

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

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

_____ **is required** to be enrolled in a QTFP and:

(please check off only one option)

_____ is enrolled in a QTFP

_____ has initiated the process of enrolling in a QTFP⁸

_____ is requesting a waiver from compliance with Executive Order 7-2005 because:

(please check off only one option and attach a detailed explanation)

_____ the Contractor has an inability to comply

_____ hardship would result from compliance

_____ **is not required** to be enrolled in a QTFP because:

(please check off all that apply)

_____ the total value of this contract is less than \$100,000 for any twelve month period during the contract term

_____ the Contractor employs 25 or fewer individuals who utilize public transportation and/or pay for commuter parking at least one day per week, regardless of whether those employees are engaged in work pursuant to the contract.

Signature: _____

Name: _____

Title: _____

Date: _____

⁸ Pursuant to Executive Order 7-2005, the contractor shall notify, in writing, the appropriate personnel in the County department charged with administration of the contract, upon the commencement of its participation in a QTFP.

FOR COUNTY USE ONLY

Waiver is: _____ Approved

_____ Disapproved

_____ Commissioner or Department Head

_____ Date