

REQUEST FOR PROPOSALS
FOR
WORKFORCE RE-ENTRY TRAINING AND JOB SERVICES FOR SOON-TO-BE
RELEASED INCARCERATED ADULTS
FOR A PROJECT TO BE FUNDED BY
THE UNITED STATES DEPARTMENT OF LABOR
UNDER A SECOND ROUND
LINKING TO EMPLOYMENT ACTIVITIES PRE-RELEASE THROUGH
SPECIALIZED AMERICAN JOB CENTERS (“LEAP-2”) GRANT

ISSUE DATE: Thursday, September 1, 2016
DUE DATE: Friday, September 30, 2016 at 12:00PM

ISSUED BY

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

ON BEHALF OF

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

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

ROBERT P. ASTORINO
WESTCHESTER COUNTY EXECUTIVE

MARYELLEN ODELL
PUTNAM COUNTY EXECUTIVE

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

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

I. PROPOSAL INFORMATION

The County of Westchester, acting on behalf of the Westchester-Putnam Local Workforce Development Board (the “WPLWDB”), (the “County”) is requesting proposals from qualified entities to provide workforce re-entry and job training services for soon-to-be-released incarcerated adults. These services will address the critical transition needs of these individuals by 1) providing workforce re-entry training and job services in a specialized American Job Center (“AJC”) located in the Westchester County Correctional Facility; 2) providing a continuum of job services by transitioning participants post-release to the community AJC (either located within Westchester/Putnam counties or located within the participants’ home locations) and linking released inmates to comprehensive community wrap-around services, and 3) using an established network of business sector partners to provide work experience and job opportunities. The project builds on the County’s successful innovations in serving ex-offenders and a strong network of cooperative services from the DOC, DSS, WPLWDB and the business community. By preparing participants with work readiness skills and a comprehensive support system both prior to their release and after release, the program is anticipated to have a long-term positive impact on successful reentry into the community, result in reduced recidivism, and increase placements into employment, training or education.

This Request for Proposals (“RFP”) will be issued through the County’s website for RFPs: <http://www.westchestergov.com/rfp> This RFP may be found there under “Boot Camp Services” and downloaded.

A copy of this RFP is anticipated to also be posted on the WPLWIB’s website (<http://www.westchesterputnamonestop.com>), where it can be downloaded.

The USDOL “Solicitation for Grant Application” for the above-mentioned LEAP-2 Grant, as well as the grant agreement (the “Grant Agreement”) to be entered into between the County and the USDOL for the above-mentioned grant, will also be made available on both the County’s website for RFPs and the WPLWDB’s website.

A.) PROCUREMENT SCHEDULE

Issue Date: Thursday, September 1, 2016

Information Session: Friday, September 9, 2016 at 1:00PM

Requests for Clarification Deadline: Tuesday, September 13, 2016

Written Responses to Requests for Clarification Posted: Friday, September 16, 2016

Proposal Due Date: Friday, September 30, 2016 at 12:00PM

B.) INFORMATION SESSION

An information session will be held on Friday, September 9, 2016 at 1:00PM at the Westchester One-Stop Career Center, 120 Bloomingdale Road, White Plains, New York. Attendance at the information session is voluntary. Attendance at the information session is not required in order for an entity to submit a proposal. However, attendance is encouraged.

C.) REQUESTS FOR CLARIFICATION

All requests for clarification must be submitted, as set forth below, no later than Tuesday, September 13, 2016. All requests for clarification must be written and emailed to att1@westchestergov.com

Formal written responses will be distributed by the County on or before Friday, September 16, 2016 by being posted on the County website for RFPs: <http://www.westchestergov.com/rfp>
A copy of the formal written responses is anticipated to also be posted on the WPLWDB's website: <http://www.westchesterputnamonestop.com>

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

D.) PROPOSAL SUBMISSION

Each proposer must submit one (1) original and three (3) copies of its proposal, and one electronic copy of its proposal on a compact disc (CD)/Memory stick in MS Word, to:

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

The proposal must be in a sealed envelope clearly marked: "Proposal – LEAP-2 Re-entry Services".

The original and all copies of each proposer's proposal **MUST** be received by the County by the stated due date and time. The County is not responsible for any internal or external delivery delays that may cause the proposer's proposal to arrive beyond the deadline. By submitting a proposal in response to this RFP, the proposer is representing and warranting to the County that the proposer is not in arrears upon any debt or in default of any obligation owed to the County, or to the State of New York or the United States or any instrumentality thereof. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County, or to the State of New York or the United States or any instrumentality thereof. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

E.) RFP AMENDMENTS OR ADDENDA

Should the County find it necessary to amend this RFP and/or issue any addenda, such documents will be posted to the County's website for RFPs: <http://www.westchestergov.com/rfp>

A copy of any such amendments and/or addenda is anticipated to also be posted on the WPLWIB's website: <http://www.westchesterputnamonestop.com>

II. BACKGROUND, SCOPE OF WORK, ANTICIPATED TERM, AND PROPOSAL CONTENT

A.) BACKGROUND

While state and federal prisons release more than 650,000 people each year, over 9 million people are released from the nation's more than 3,000 county jails. Many of these individuals possess few job skills and little prospect for employment. In an effort to address this problem, the Employment and Training Administration (ETA), U.S. Department of Labor, recently allocated approximately \$5,000,000 in grant funds for a second round of Linking to Employment Activities Pre-release through Specialized American Job Centers (AJCs), or "LEAP-2," grants. These grants are authorized by Section 169 of the Workforce Innovation and Opportunity Act (WIOA) and Section 212 of the Second Chance Act of 2007. The County has been awarded a LEAP-2 Grant from the USDOL. The Grant will be used to provide the services as described below.

B.) SCOPE OF WORK

The successful proposer will provide the workforce re-entry and job training services for soon-to-be-released incarcerated adults, using the STRIVE Model or a similar program as specified in Schedule "A", attached hereto.

The successful proposer will provide, as the subrecipient, all of the services specified below (collectively, the "Work"). Each proposer may propose to provide the Work through employees of the proposer; one or more independent contractors or subcontractors of the proposer; or a combination of employees and independent contractors or subcontractors.

The subrecipient Organization will provide all of the services necessary to manage the Grant-Funded Services, including, but not necessarily limited to, those described below (the "Management Services"). In order to successfully provide the Management Services, the subrecipient Organization is anticipated to have significant experience in coordinating large, complex, multi-partner projects and is anticipated to have outstanding communications, presentation, and organizational skills.

The subrecipient Organization will also provide related services, as described below, via other persons who will report to, and be managed by, the Project Manager (the "Additional Services").

The Management Services:

The successful proposer will be responsible for the overall management of all of the Grant-Funded Services through the Project Manager. Overall, provide the workforce re-entry and job training services for soon-to-be-released incarcerated adults, as specified in Schedule "A", attached hereto; monitor the progress and effectiveness of the Project; coordinate services with the WPLWDB; participate in weekly progress meetings; and ensure accurate records and reporting. The successful propose will supervise Project personnel, vendors and contractors; and manage Project quality, reporting, and performance to stated goals.

More specifically, the Management Services will include, but not necessarily be limited to:

1.) Convening meetings of all of the Partners.

- 2.) Supervising and monitoring the implementation of all Project-related activities,
- 3.) Providing training and technical assistance to Partners, contractors, subcontractors, and Project staff,
- 4.) Representing the Partnership at events deemed Project-related, and
- 5.) Ensuring that the Project's objectives, goals, and outcomes are achieved.

Other responsibilities, and other details of the responsibilities identified above, are specified below in Schedule "A".

Assessment of Job Readiness Employability

The successful proposer will conduct a needs assessment and pre-testing will be conducted prior to the beginning of the four-week STRIVE curriculum or a similar curriculum. The successful proposer Case managers will conduct individualized employability and work readiness assessments for all participants to identify their strengths, weaknesses, and barriers to employment. Tests include the Test of Adult Basic Education (TABE) academic assessment by McGraw Hill; the NYS Department of Labor (NYSDOL) Career Zone and Job Zone assessments of career interest, aptitudes, abilities and competencies; and assessment of criminogenic needs. Interviews will be conducted to assess job skills, interests, work readiness, and other needs. Additional pre-tests may be identified during the planning phase.

Individual Development Plans

The successful proposer will be responsible for assigning each participant a case manager, who will work with the person to develop an Individual Development Plan (IDP). The plan will address the specific needs to prepare the person for successful release into the community and attaining employment. The IDP will take into account Labor Market Information (LMI) to target jobs that are identified as having the greatest demand for employment. Any risk factors for re-offending (criminogenic needs) that were identified will also be addressed within the plan. The participant will establish goals and action steps with a timeline for achievement. Resources and contact information for referrals to other service providers will be identified. Expected outcomes and responsible parties will be established and reviewed regularly to ensure progress. Each Individual Development Plan will be reviewed regularly and revised when change as the participant's needs and/or issues and/or accomplishments change. The IDP will serve as a guide to cover services from incarceration through transition to post-release AJC services and community employment. At the conclusion of the four-week training, post-testing for work readiness will be conducted to assess the efficacy of services.

Coordination of Services with Correction Workforce, and Reentry Professionals

The successful proposer will have experience with working with incarcerated individuals, and have developed effective and positive working relationships with the Department of Correction. As soon as assessments are completed and needs are identified, the successful proposer case manager will work with the County partner DSS to open a public assistance case for any necessary services, such as SNAP, TANF, housing or additional support. Case managers will network with DOC case managers responsible for discharge planning to coordinate services.

Curriculum

The successful proposer will be responsible for implementing an in-jail four-week training using the STRIVE Work Readiness Training curriculum or a similar curriculum. The STRIVE training has proven effective at increasing participants' job retention rates and wage earnings, as well as reducing education and vocational programs' attrition rates. As a national STRIVE affiliate, the WPWDB has used this curriculum successfully in several correctional facility programs. Work Readiness training focuses on changing participants' attitudes toward authority, culture, and peers, enabling them to succeed in further skills training or education programs as well as the workplace. Participants enter a simulated work environment, come to training dressed for work, and are expected to speak and behave in a work-appropriate manner. Participants learn how to follow instructions, accept criticism and function as team members, through role-playing and the performance of tasks. Job search skills include writing résumés, fill out job applications, and interview. Activities are conducted through individual and team-based assignments, in-class exercises, and classroom seminars.

Post Release and Follow-up Planning Activities

The successful proposer will provide services that are designed as a continuum to provide seamless transition, so that participants are linked to external services before leaving the correctional facility. Throughout training, participants are encouraged to look forward to the training components and exciting opportunities that will be available after release.

Linking Participants to External Service Providers

The successful proposer will provide support prior to release to Participants, The successful proposer will provide the participants with a transition packet that provides an overview of all available services with contact information. Case managers will follow up with the Public Assistance Liaison to determine the status of assistance. Within 24 hours of release, participants are required to call to schedule an appointment with their case manager to ensure that they are connected to all external service providers needed for supportive services. They will be instructed to bring any necessary documentation, such as social security cards, to this initial meeting.

Ensuring Post-Release Income Support or Employment

The successful proposer will provide Income support through DSS (providing emergency cash, housing, medical, TANF, SNAP, and more) will ensure that participants have sufficient resources to sustain them during their employment search. Continuing and expanding the job search services started in the in-jail the successful proposer provides a full range of services to jobseekers, which participants will be encouraged to use. The LEAP-W Project Manager will oversee services for participants. Participants' IDPs will be reviewed and updated to reflect the goals for job skill attainment, work readiness and education using the services of the community AJC.

The successful proposer will be responsible for providing participants who do not have a high school diploma, preparation will be provided for the Test Assessing Secondary Completion (TASC™), the high school equivalency that replaced the General Educational Development

(GED®) as the primary pathway to a New York State High School Equivalency Diploma. AJC case managers will work with participants to use occupational evaluation to determine where their skills fit into career ladders and identify necessary training in targeted specific occupations in healthcare, hospitality, and advanced manufacturing, which have been identified as high-demand using labor market information. Participants will finalize their resumes, practice interview techniques and participate in job fairs. They will be guided through conducting job searches and seeking employment.

The successful proposer will provide Technical support includes computers that will provide access to the westchesterputnamonestop.com job search for jobs within New York State, as well as access to copiers, phone, fax, copier and learning library with tutorial software.

Workshops are available on subjects including: Resume Writing, Placing Resume on the Internet, Effective Interview Techniques, MS Excel, MS Word Basics, Job Search on the Internet, and Maintaining a Job/Office.

The successful proposer will be responsible for Post-release, participants will be tracked and measured according to required LEAP measures (post-release enrollment rate, placement rate, retention rate and recidivism rate) as well as WIOA Common Measures, recorded and reported using the One Stop Operating System (OSOS).

Placement and Follow-Up

The successful proposer will be responsible for participants when they are placed in employment, the case manager will follow up regularly with both the participant and the employer to ensure that the placement is successful. Early and regular contact will help to ensure that any issues are identified and addressed promptly. Employment and educational attainment will be tracked through WIOA Common Measures and recorded and reported using the OSOS.

Other responsibilities, and other details of the responsibilities identified above, are specified below in Schedule “A”.

C.) ANTICIPATED TERM

The term of any agreement resulting from this RFP is anticipated to be from October 1, 2016 through June 30, 2018.

D.) PROPOSAL CONTENT

Each proposal must include the items listed below. Proposals that do not contain everything specified below and/or do not conform to the below-described guidelines for proposals will not be reviewed or considered. Please be sure to include all information requested.

- 1.) Proposer Certification (Section IV)

- 2.) Schedule E: Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
- 3.) Schedule F: Certification Regarding Business Dealings with Northern Ireland
- 4.) Schedule G: Disclosure of Relationships to County
- 5.) Schedule H: Criminal Background Disclosure
- 6.) The proposer's responses to the questions outlined in Schedule "B"
- 7.) Price proposal, using the form provided in Schedule "C"

Please be advised that proposals must conform to the following guidelines:

- 1.) Proposals **MUST** be signed with **ORIGINAL SIGNATURES** on **ALL DOCUMENTS** that require signatures. The proposal must contain a cover letter, written on the proposer's letterhead, which states the date of submission of the proposal and states the following: "This proposal constitutes a valid, binding and continuing offer at the prices set forth in this proposal for a period of one hundred and twenty (120) days from the date of submission of this proposal." The cover letter must be signed by a person authorized by the proposer to make a binding offer. Proposals that lack the required statement or have an unsigned cover letter will be rejected.
- 2.) Proposals must be typed or printed in black ink. All corrections made by the proposer must be made prior to the due date for proposals, and must be initialed and dated by the proposer. No changes will be allowed after the due date for proposals.

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

III. LEGAL

A.) UNDERSTANDINGS

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

- 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 requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received;
- 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 one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP;
- To select the proposal from a responsible proposer that is most advantageous to the County and not necessarily on the basis of price or any other single factor or criterion;
- 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.

B.) EVALUATION CRITERIA

In selecting a proposer with whom to commence contract negotiations, and in ultimately awarding this RFP, the County will choose the proposal from a responsible proposer that is most advantageous to the County, and otherwise in accordance with the County's Procurement Policy.

In order to determine what proposal is most advantageous, the County will evaluate all proposals on the basis of the criteria specified below. As indicated below, while the costs associated with the services will be one of the criteria, it is not the sole criterion.

1.) (15 points out of 100) — Organizational or Individual History and Experience

- (5 points) Proposer's overall amount of experience in providing the services solicited by this RFP.
- (5 points) Proposer's amount of experience in providing the services solicited by this RFP, and provide examples of projects or programs involving such services that it provided, during the past five years.
- (5 points) Proposer's examples of projects which involved working with public employment centers; particularly, if it involved delivering the services in multiple locations across a given region.

2.) (15points out of 100) — Overall Project Approach

- (5 points) Proposer's overall approach and whether it's consistent with the Partnership's approach, as described in this RFP and the materials related to the Grant.
- (5points) Proposer's identification of strategies to provide the services solicited by this RFP.
- (5 points) Proposer's identification of strategies for ensuring post release income and employment is in place.

3.) (15 points out of 100) — Assessment of Job Readiness/Employability and Individual employment Plan.

- (5 points) Proposer's experience in developing individual assessments, developing individual service plans, and tracking the progress and outcomes of each participant.
- (5 points) Proposer's proposed strategies for meeting the goals and objectives of the services solicited by this RFP.
- (5 points) Proposer's proposed approach for delivering the assessment, career planning, and tracking the progress and outcomes of each participant.

4.) (20 points out of 100) — Curriculum - Strive Attitudinal and Resiliency Training Services

- (5 points) Proposer's strategy for providing the attitudinal and resiliency training services solicited by this RFP.
- (5 points) Proposer's strategy for providing Work Readiness Trainings solicited by this RFP.
- 5 points) Proposer's strategy for providing services to participants identified in their IDP that will address specific needs of the participant for successful release..
- (5 points) Proposer's strategy for providing one-on-one services to help participants address ongoing challenges and barriers to employment and services.
-

5.) (20 points out of 100) — Coordination of Services

- (4 points) Proposer’s strategy for coordinating services between Corrections, Workforce, and Reentry Professionals.
- (4 points) Proposer’s strategy for linking participants to external service providers.
- (4 points) Proposer’s strategy for post release and follow-up planning activities.
- (4 points) Proposer’s strategy for ensuring post-release income support or employment.
- (4 points) Proposer’s strategy for placement and follow-up

6.) (15 points out of 100) — Price Proposal

- (7 points) The reasonableness of the proposer’s price proposal.
- (8 points) Proposer’s demonstrated fiscal soundness.

C.) 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.**

Each proposer accepts and agrees that, if selected by the County, it will be asked to sign a contract containing the following, or language in substantially the following form:

1.) INSURANCE, INDEMNIFICATION, AND DEFENSE

“The Contractor agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “D”, entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule “D”, the Contractor agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third

parties under the direction or control of the Contractor; and

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

See: Schedule “D” to this RFP for the “Standard Insurance Provisions”.

2.) NON-DISCRIMINATION

“The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.”

3.) COMPLIANCE WITH LAWS

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

4.) RECORDS

“All records or recorded data of any kind compiled by the Contractor in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Chief Information Officer. 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 work performed by Contractor under this Agreement by the Contractor are to be considered “works made for hire.” If any of the work performed does not qualify as “works made for hire,” the Contractor hereby assigns to the County all right, title and interest (including ownership of copyright) in such work and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the County, if required, in perfecting these rights. The Contractor shall provide the County with at least one copy of each deliverable.

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

5.) FUNDING AND APPROPRIATIONS

“The Contractor recognizes and acknowledges that the obligations of the County under this Agreement are subject to the County’s receipt of funds (the “Funds”) from the United States and New York State, and that no liability shall be incurred by the County beyond the Funds made available to the County for this Agreement. The Contractor agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said Funds or the Funds have been made available to said commissioner. Without limiting the foregoing, in the event the County makes any payment(s) hereunder in advance of receiving all or part of the Funds, if the Funds for such payment(s) are not subsequently received by the Commissioner of Finance, the Contractor shall repay to the County such payment(s).

If, for any reason, the full amount of the Funds is not paid over or made available to the County, the County may terminate this Agreement immediately or reduce the amount payable to the Contractor, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Contractor. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties also recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County.

Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

D.) 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.

E.) 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.

F.) CONTENTS OF PROPOSAL AND 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.

G.) 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, all proposers are required to complete the questionnaire attached to this RFP as Schedule "E".

H.) MACBRIDE PRINCIPLES

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 proposer that does not execute a certification substantially in the form attached hereto as Schedule "F". Therefore, all proposers are required to submit with their proposal the Certification Form attached to this RFP as Schedule "F".

I.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

All proposers are required to submit with their proposal the Disclosure Form attached to this RFP as Schedule "G".

J.) CRIMINAL BACKGROUND DISCLOSURE

All proposers are required to submit the Criminal Background Disclosure form attached to this RFP as Schedule "H".

K.) INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any proposer; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer; and
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

[NO FURTHER TEXT ON THIS PAGE]

IV.) 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:
Title:

You Must Complete the Applicable Acknowledgement and Certificate of Authority Document(s), Which Are on the Pages Following This Page

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned,
personally appeared _____,
(Name of Sole Officer)

on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity as

President and sole officer and director of _____,
(Name of Corporation)

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

Notary Public

SOLE LLC MEMBER ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned,
personally appeared _____,
(Name of Sole Member)

on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity as
Managing Member and sole member of _____,

(Name of LLC)

the LLC described in and which executed the within instrument, and acknowledged that he/she
owns the entire ownership interest in the LLC, and that by he/she signed the within instrument
on behalf of said LLC.

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing document for the corporation)

certify that I am the _____ of
(Title)

the _____ a corporation duly
(Name of Corporation)

organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing document; that _____
(Person signing the document for the corporation)

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

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

of the Corporation and that said document 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

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

I, _____,
(member or manager other than person signing the document for the LLC)

certify that I am a _____ of _____
(member/manager) (Name of Limited Liability Company)

(the "LLC") duly organized under the Laws of the State of _____; that
(Name of State)

_____ who signed said the document on behalf of the LLC
(Person signing the document)

was, at the time of signing, a manager of the LLC; that said document was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

(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 member/manager 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 member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, _____,
(Partner other than Partner signing the document for the partnership)

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 document; that _____,
(Partner signing the document)

who signed said document on behalf of the Partnership was, at the time of signing, a General Partner of said Partnership; that said document 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"

SCOPE OF WORK

(a) Expected Outcomes: In partnership with the County of Westchester, New York, and the Westchester County Department of Correction (DOC), the Westchester-Putnam Workforce Development Board/Westchester One-Stop Career Center, a member of the America's Job Center Network (WPWDB), will address the critical transition needs for soon-to-be released incarcerated adults 1) by providing workforce re-entry training and job services in a specialized American Job Center (AJC) located in Westchester County Correctional Facility; 2) providing a continuum of job services by transitioning participants post-release to the community AJC (either located within Westchester/Putnam counties or located within the participants' home locations) and linking released inmates to comprehensive community wrap-around services, and 3) using an established network of business sector partners to provide work experience and job opportunities. The project builds on the county's successful innovations in serving ex-offenders and a strong network of cooperative services from the DOC, DSS, WPLWDB and the business community. By preparing participants with work readiness skills and a comprehensive support system both prior to their release and after release, the program is anticipated to have a long-term positive impact on successful reentry into the community, result in reduced recidivism, and increase placements into employment, training or education. WPWDB proposes to implement LEAP-W Westchester County, New York, a diverse community located just north of New York City, with a population of nearly one million people.

The Westchester County Department of Correction facility is located in Valhalla, NY, and includes a jail division for individuals (male and female) aged 16 and older and a penitentiary division for males sentenced to a term of one year or less. Classroom facilities for delivering services are available in the penitentiary division, thus the program will serve adult males who meet the criteria as eligible participants. Cohorts of five new participants per month for 14 months will be selected for pre-release services beginning at the end of the planning period (Month 10) through the next to last month (Month 23), in order allow time for post-release services for the final cohort, for a total of 70 participants over the life of the grant.

PROGRAM PARTICIPANT OUTCOME CHART		
PRE-RELEASE JAIL-BASED MEASURES		
Measure	Number	DOL Goal
Projected Enrollment (jail-based AJC)	70	100%
Participation Rate (pre-release)	63	90%
Work-Readiness Indicator (work-ready or demonstrate increase in work readiness based on pre and post tests)	56	80%
POST-RELEASE LEAP AJC MEASURES		
Measure	Number	DOL Goal
Post-Release Enrollment Rate (enrolled in comprehensive career services after jail-based services)	51	80%
Placement Rate (First quarter after release, placed in Registered Apprenticeships, unsubsidized employment, post-secondary education, or occupational skills training)	31	60%
Retention Rate (percentage of participants who were placed into employment or education/training post-release and remain in employment or educational placements in the third quarter after release)	22	70%
Recidivism Rate (percentage of participants who reoffend or are re-incarcerated within one year of program exit)	13	≤ 22%
POST-RELEASE WIOA COMMON MEASURES		
Measure	% / Amount	
Percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program	50%	
Percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program	81%	
Median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program	\$13,401	
Indicators of effectiveness in serving employers established pursuant to clause (iv)	N/A	
Percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation in or within 1 year after exit from the program	65%	
The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment	40%	

Tracking of outcomes will be managed using the One Stop Operating System (OSOS) database, which is the standard system used by AJCs for tracking outcomes, including WIOA Common Measures. Access to OSOS will be provided to partners and subcontractors as appropriate. OSOS offers a native browser-based system that connects to the New York State Department of Labor central servers to store data and complete calculations. Since OSOS is

based on the standard Internet TCP/IP protocol, it does not require any additional software beyond Internet Explorer, thus providing easy access for data entry by all partners.

Participants who receive post-release AJC services in other locations can be easily tracked by using the OSOS, since it allows disparate systems in various localities to access the OSOS servers. OSOS has been updated to include performance indicators for WIOA Common Measures beginning in 2016.

In the State of New York, the Labor Exchange System, New York Employment Services System (NYESS), WIOA and OSOS are integrated systems. By entering the participants' data into OSOS, they are automatically registered for the State Labor Exchange System. Customer Service Indicators within OSOS include Initial Assessment, Employability Profile, Job Search Ready Services (JSRS) Referrals, JSRS JobZone Resume Search, CareerZone Portfolio, Regional Priority Training, and Business Customer Job Referral Follow Up

(b) Project Design The LEAP-W project is based on a combination of successful experience in delivering services to incarcerated individuals that lead to successful reentry and research into evidence-based models. LEAP-W will provide comprehensive job-readiness and wrap-around case management services to soon-to-be-released local inmates to prepare them for successful reintegration into the community and employment upon release. Services will be provided in an integrated continuum that includes in-jail AJC services and a seamless transition to the full range of services provided through the community-based AJC. The primary factor that will accelerate the program is the relatively short average incarceration time of 45 days, which means that the pre-release activities need to be delivered in an intensive period. Potential barriers are the regulations and schedule of the Department of Correction, which limits the available time for access to the inmates to three hours per day. Penitentiary regulations prohibit inmates from accessing the internet, but the WPWDB has proposed an option for one-on-one supervised access to laptops with access limited to the westchesterputnamonestop.com job search function. This will be negotiated during the planning period, and if no other option is available, participants will be given an orientation on how to access and use the online job search function in preparation for online access during post-release activities at the community-based AJC.

(1) Implementation

Access to the Facility Access to the correctional facility will be arranged with the Department of Correction. An application for access and background check are required.

Hiring Policies The WPWDB complies fully with all applicable Federal nondiscrimination and equal opportunity provisions for hiring. Westchester County is committed to equal employment opportunity for all, and encourages people with disabilities to apply.

Procurement of Goods and Services As a division of Westchester County government, the WPWDB follows the County's procurement policies under a decentralized procurement process. The Bureau of Purchase and Supplies is authorized to execute contracts for the purchase, sale and/or rental of supplies, materials and equipment. Contracts for public works and services are handled directly by the individual county department. The county publishes requests for proposals online. The Westchester County Bureau of Purchase and Supplies ensures that all purchase or service contracts for the various county departments are executed in accordance with all laws. Purchases are made competitively, with awards going to the lowest responsible bidders who meet the required specifications. Westchester County supports socioeconomic entities, including minority business enterprises (MBEs), women business enterprises (WBEs) and preferred sources (blind, disabled, handicapped and others), while satisfying requirements for consistency, fairness, transparency and maintaining a focus on maximizing competition.

Key Positions

In-Jail AJC Case Managers: Two professional case managers (to be hired under subcontract) will be responsible for guiding participants on how to advocate and navigate through social services, legal, family, health, education, training, and employment systems. The 2:5 caseload will permit intensive and personalized services.

In-Jail AJC Case Manager Qualifications: The case manager must have good knowledge of modern principles and techniques of social work. The position requires good

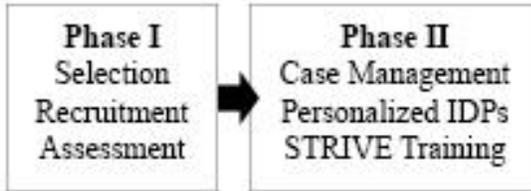
knowledge of community social service, emergency support services and public assistance, housing, substance abuse, medical and mental health programs and related laws and regulations. Also required are good knowledge of the sociological and psychological aspects of incarceration and its relationship to employment and family life. The individual must possess skill in conducting interviews; analyzing data, and summarizing material for case records, as well as the ability to establish and maintain a successful relationship with clients. ***Education and Experience:*** Either: (a) a Bachelor's Degree from an accredited institution in Social Work; or (b) a Bachelor's Degree from an accredited institution and one year experience where the primary function of the position was in providing social casework services in a correctional facility setting. Satisfactory completion of 30 credits towards a Master's Degree in Social Work may be substituted for one year of experience.

In-Jail AJC Job Developer: The job developer will identify existing skills and interests, including prior work experience, as well as evaluating educational attainment and identifying needs for further education or skills training. Preparing participants for entering the workforce, the job developer will guide participants through all aspects of preparing for the job search, and prepare participants for transition to the services of the community AJC by providing orientation to services, workshops, and resources that will be available to them when they are released.

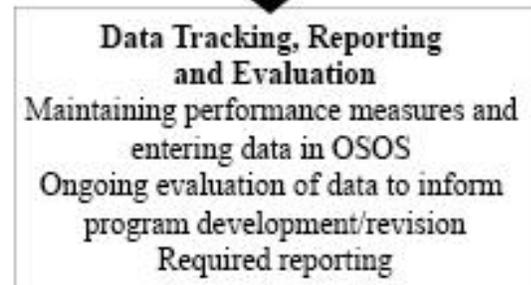
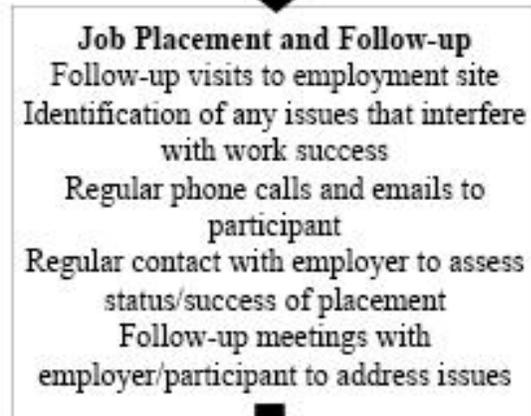
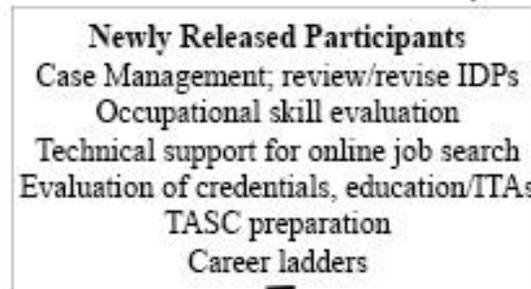
In-Jail AJC Job Developer Qualifications: The position requires good knowledge of applicable rules, regulations, policies and procedures as they affect job development activities. Knowledge is required of the employment conditions and trends of the local labor market, as well as familiarity with the methods and techniques used in the planning, development and implementation of employment programs. The person must be able to analyze material and determine appropriate referrals. The ability to establish and maintain cooperative relations with participants, employers and other contacts is required. Effective verbal and written communication skills are essential to communicate factual information on assigned programs and participant qualifications to potential employers. ***Education and Experience:*** A Bachelor's Degree from an accredited university and one year of experience with primary responsibility in personnel interviewing, counseling, recruitment, placement, job development, human resources planning or training, or in marketing or public relations or satisfactory completion of 30 credits towards a Master's Degree.

Identifying and Selecting Participants The correctional facility will review potential participants to identify eligible participants, who must meet the required criteria: 1) have been convicted as an adult and imprisoned under municipal, county, Federal, or state law; 2) have not

PRE-RELEASE SERVICES



POST-RELEASE SERVICES



been convicted of a sexual offense other than prostitution; 3) be a sentenced offender confined in the municipal, county, or regional correctional facility for adults in which the jail-based specialized AJC operates on the date of the participant’s enrollment in the program; and 4) have a release date scheduled within 180 days of the individual’s enrollment in the program.

Assignment will be prioritized according to the following: 1) Date of release (so that in-jail services are ended just prior to release, to enable smooth transition of services); 2) Priority of services for veterans and spouses of veterans; and 3) Ability to benefit from services based on assessments conducted by the correctional facility.

Because the penitentiary section only houses men, and genders cannot be mixed for instruction, per Correctional Facility policies, only male inmates will be eligible to receive the training and services offered through this project.

Timeline of Key Activities In-jail training will be delivered in four-week segments, which will end just before release and transition to the community-based AJC. Each four-week cohort will serve five participants. Five people who have been selected

according to the above criteria will be recruited for participation, and if not all accept, additional potential participants will be asked until five have accepted for each training period. (See **Attachment b. Timeline of Start-up**)

(2) Operations

Employment and Career Services Overview Strategies for preparing participants for employment are based on a comprehensive case management model that leads to personalized service plans that are tailored to each individual's skills, aspirations and needs. Beginning with a comprehensive assessment to identify current employment skills and interests and provide context for factors that affect the potential for success, including educational gaps, barriers, risk factors, and supportive needs. Based on the assessment results and external factors such as local Labor Market Information (LMI), participants are guided through the process of developing Individual Development Plans (IDPs). Pre-release, individuals participate in the intensive STRIVE Work Readiness Training curriculum, which simulates a work environment and provides experience, analysis, and guidance on appropriate workplace behavior, speech, dress, and interactions. An in-jail AJC staffed by a job developer from the community AJC guides participants in preparing for job searches after their release, with résumé development, guidance on completing job applications, and preparing for interviews. Participants will receive orientation and training on how to use the online job search functions available through westchesterputnamonestop.com. Career ladders have been developed in key areas such as healthcare to guide jobseekers through different levels of jobs to identify the skill, experience and education/certification requirements for each level. When a participant's education proves a barrier to employment, plans are made for further education or occupational skills training. The transition to post-release services at the community AJC allows participants to further prepare for employment through workshops and job fairs. Technology resources are provided, allowing use of LMI to identify in-demand jobs and online job searches. Job developers help participants to find placements in employment or on-the-job training. Once a placement is made, follow-up services continue for at least one year, with regular contact between the job developer and both the employee and employer. Early response to any issues helps to ensure successful placements. Throughout the employment and career service process, data is collected and recorded for both

WIOA common measures and formative program evaluation. All services, activities and outcomes will be recorded in the appropriate section in the One Stop Operating System (OSOS).

Assessment of Job Readiness/Employability Needs assessment and pre-testing will be conducted prior to the beginning of the four-week STRIVE curriculum. Case managers will conduct individualized employability and work readiness assessments for all participants to identify their strengths, weaknesses and barriers to employment. Tests include the Test of Adult Basic Education (TABE) academic assessment by McGraw Hill; the NYS Department of Labor (NYSDOL) Career Zone and Job Zone assessments of career interest, aptitudes, abilities and competencies; and assessment of criminogenic needs. Interviews will be conducted to assess job skills, interests, work readiness and other needs. Additional pre-tests may be identified during the planning phase.

Individual Development Plans Each participant will be assigned a case manager, who will work with the person to develop an Individual Development Plan (IDP). The plan will address the specific needs to prepare the person for successful release into the community and attaining employment. The IDP will take into account Labor Market Information (LMI) to target jobs that are identified as having the greatest demand for employment. Any risk factors for re-offending (criminogenic needs) that were identified will also be addressed within the plan. The participant will establish goals and action steps with a timeline for achievement. Resources and contact information for referrals to other service providers will be identified. Expected outcomes and responsible parties will be established and reviewed regularly to ensure progress. Each Individual Development Plan will be reviewed regularly and revised when change as the participant's needs and/or issues and/or accomplishments change. The IDP will serve as a guide to cover services from incarceration through transition to post-release AJC services and community employment. At the conclusion of the four-week training, post-testing for work readiness will be conducted to assess the efficacy of services.

Coordination of Services with Correction, Workforce, and Reentry Professionals Through several projects for incarcerated individuals, the WPWDB has developed effective and positive working relationships with the Department of Correction. As soon as assessments are completed and needs are identified, the case manager will work with the County partner DSS to

open a public assistance case for any necessary services, such as SNAP, TANF, housing or additional support. Case managers will network with DOC case managers responsible for discharge planning to coordinate services.

Curriculum An in-jail American Job Center will provide four-week training using the STRIVE Work Readiness Readiness Training curriculum. The STRIVE training has proven effective at increasing participants' job retention rates and wage earnings, as well as reducing education and vocational programs' attrition rates. As a national STRIVE affiliate, the WPWDB has used this curriculum successfully in several correctional facility programs. Work Readiness Readiness training focuses on changing participants' attitudes toward authority, culture, and peers, enabling them to succeed in further skills training or education programs as well as the workplace. Participants enter a simulated work environment, come to training dressed for work, and are expected to speak and behave in a work-appropriate manner. Participants learn how to follow instructions, accept criticism and function as team members, through role-playing and the performance of tasks. Job search skills include writing résumés, fill out job applications, and interview. Activities are conducted through individual and team-based assignments, in-class exercises, and classroom seminars.

Post Release and Follow-up Planning Activities Services are designed as a continuum to provide seamless transition, so that participants are linked to external services before leaving the correctional facility. Throughout training, participants are encouraged to look forward to the training components and exciting opportunities that will be available after release.

Linking Participants to External Service Providers Prior to release, a case manager from the community-based AJC will meet with participants and establish a positive relationship. Participants will be provided with a transition packet that provides an overview of all available services with contact information. Case managers will follow up with the Public Assistance Liaison to determine the status of assistance.

Within 24 hours of release, participants are required to call to schedule an appointment with their case manager at the community AJC to ensure that they are connected to all external

service providers needed for supportive services. They will be instructed to bring any necessary documentation, such as social security cards, to this initial meeting.

Ensuring Post-Release Income Support or Employment Income support through DSS (providing emergency cash, housing, medical, TANF, SNAP, and more) will ensure that participants have sufficient resources to sustain them during their employment search. Continuing and expanding the job search services started in the in-jail AJC, WPWDB AJC provides a full range of services to jobseekers, which participants will be encouraged to use. The LEAP-W Project Manager will oversee services for participants. Participants' IDPs will be reviewed and updated to reflect the goals for job skill attainment, work readiness and education using the services of the community AJC.

For participants who do not have a high school diploma, preparation will be provided for the Test Assessing Secondary Completion (TASC™), the high school equivalency that replaced the General Educational Development (GED®) as the primary pathway to a New York State High School Equivalency Diploma.

AJC case managers will work with participants to use occupational evaluation to determine where their skills fit into career ladders and identify necessary training in targeted specific occupations in healthcare, hospitality and advanced manufacturing, which have been identified as high-demand using labor market information. Participants will finalize their resumes, practice interview techniques and participate in job fairs through the AJC. They will be guided through conducting job searches and seeking employment.

Technical support includes computers that will provide access to the westchesterputnamonestop.com job search for jobs within New York State, as well as access to copiers, phone, fax, copier and learning library with tutorial software.

Workshops are available on subjects including: Resume Writing, Placing Resume on the Internet, Effective Interview Techniques, MS Excel, MS Word Basics, Job Search on the Internet, and Maintaining a Job/Office.

The AJC offers priority services to veterans, with specially trained agency staff and publications tailored to their needs. The Veteran's Employment Hotline can provide employment services, educational aid and other veterans' services.

Post-release, participants will be tracked and measured according to required LEAP measures (post-release enrollment rate, placement rate, retention rate and recidivism rate) as well as WIOA Common Measures, recorded and reported using the One Stop Operating System (OSOS).

Placement and Follow Up When participants are placed in employment, the case manager will follow up regularly with both the participant and the employer to ensure that the placement is successful. Early and regular contact will help to ensure that any issues are identified and addressed promptly. Employment and educational attainment will be tracked through WIOA Common Measures and recorded and reported using the OSOS.

How and Where Post-Release Services will be Delivered If any participants are released to home communities that are not within Westchester/Putnam counties, referrals will be made to the AJC in their local community. All records will be available through the shared OSOS, and the LEAP-W Project Manager will reach out to the AJC to provide information and guidance on continuing the program.

(3) Partnerships

How Partners Support Program Operations The partnerships among the WPWDB, Westchester County DSS and the Department of Correction are established and provide integrated services to participants, with clear roles established for each partner. The business community provides support through outreach, providing employment opportunities, and reporting on local industry trends and needs. Each partner will provide at least one representative to the LEAP-W Management Committee, which will be involved with all aspects of planning and implementation. Through close communication and cooperation, partners will ensure that all required services are delivered to program participants.

How Partners Work Together to Meet Performance Outcomes Each partner has a distinct role to play in ensuring that performance outcomes are met. The DOC will manage the initial selection and recruitment process, provide space, and work to ensure that participants are enrolled and participate regularly in the pre-release program. The WPWDB will provide assessment of work readiness and deliver job skill preparation, link participants to training providers for education/credential attainment, and support job search and placement. The DOC will provide information on recidivism, which should be significantly decreased for LEAP-W participants.

Communication Among Partners Partners will meet at least monthly for LEAP-W Management Committee meetings. The partners will communicate frequently by email, phone or meetings. The LEAP-W Project Manager will reach out to partners regularly to report on data evaluation, identify and respond to issues, and ensure that all partners are updated.

Identification of Partners, Roles and Resources The following entities will partner with the WPWDB on the LEAP-W project:

Required Partner: County of Westchester, New York The Westchester County Department of Social Services provides comprehensive support services to meet critical needs of participants when they are released.

Required Partner: Westchester County Department of Correction The Westchester County Department of Correction (DOC), a partner to this proposal, enjoys a national reputation as one of the most progressive correctional institutions in the U.S. and is New York State’s only large county jail to receive national accreditation by the American Correctional Association (ACA). The DOC provides programming to prepare inmates for reentry from their first day in jail. From the day inmates arrive, Department of Correction staff develop plans to help them transition back into active society. Whether helping them gain high school equivalency, getting treatment for a substance abuse problem or teaching them how to control their anger, DOC is committed to helping inmates break the negative patterns that led to their incarceration.

PARTNERS
Westchester County Department of Social Services (DSS)

Roles and Responsibilities	Resources
<ul style="list-style-type: none"> • Dedicate at least one representative from Westchester County DSS to participate on DSS’s behalf in the LEAP Management Committee for planning, implementation, and evaluation activities • Leverage partnerships to support program/curriculum, planning, implementation, and operations. • Facilitate access to support for essential life needs for released inmates, including as cash, SNAP, TANF, housing, medical services • Provide program management support including fiscal/grant management, program monitoring, and the coordination of resources and activities • Work with all the partner agencies to secure and expand partner relationships including employers, business, and industry sector leaders 	<ul style="list-style-type: none"> • Offer applicable Westchester County resources for the implementation, sustainability, and improvement of the program • Provide data and information that supports the implementation, growth, and sustainability of the program
Westchester County Department of Correction (DOC)	
Roles and Responsibilities	Resources
<ul style="list-style-type: none"> • Identify eligible participants • Select participants in cooperation with LEAP-W staff • Appoint a representative to serve on LEAP Management Committee and participate in meetings to plan and implement the project • Manage selection and recruitment of participants 	<ul style="list-style-type: none"> • Provide access to facilities for training and case management
Westchester Business Partners	
Roles and Responsibilities	Resources
<ul style="list-style-type: none"> • Serve on LEAP Management Committee and participate in meetings to plan and implement the project • Promote and refer to potential job placements for participants • Promote and refer to potential OJT opportunities for participants 	<ul style="list-style-type: none"> • Provide information on local industry needs for skilled workers to ensure that services align with employers’ job openings and lead to future employment

Aligning Services with Employer Needs WPWDB has an established network connected to businesses/industry partners with positions that are related to the targeted population and can use these resources, along with local Labor Market Information (LMI), to identify employer needs. The local business service team consists of business representatives from each local area. These individuals cooperate in their efforts to reach and serve local businesses. Members of the team will help to identify job opportunities that may be suitable for the participants in this program. WPWDB also has established Business Sector Partnerships in six industry areas, including the target areas of healthcare, hospitality and advance manufacturing. Sector leaders can provide advice and recommendation on how the WPWIB may best serve the businesses and assist with the identification of employment opportunities in each sector.

(4) Continuum of Services

Post-Release WPWDB brings a rich array of business connections to help participants find employment through the community AJC. Outreach to specific groups to improve business services and attract businesses to use the WPWDB's services is managed through Sector Partnerships, led by a business leader who is responsible for championing sector workforce causes. Organizing the outreach under business clusters/sectors allows business leaders to reach out to their colleagues with guidance that is specifically targeted to their needs. Advocacy and promotion of LEAP-W by Sector Partner leaders will help to build commitment for increasing employment opportunities for participants post-release. Several Sector Partner leaders have committed to serve as partners and have provided letters of commitment.

(c) Organizational, Administrative, and Fiscal Capacity

Mission and Structure

Mission: The Westchester Putnam Workforce Development Board provides an environment where job seekers and employers interact to meet the needs for a highly qualified regional workforce. We will strengthen partnerships with business sectors, service providers and the public education system to offer career services and various training modalities to youth and adults. Seeking innovative solutions driven by regional business needs, we will develop model programs, pursue funding opportunities, and share leading edge practices.

The WPWDB has a profound commitment to making the connection between providing opportunities for job seekers to find employment that matches their potential and meeting the needs of the business community for a skilled workforce to support economic growth and vitality. A commitment to reentry programs for both youth and adults has been demonstrated by several successful programs serving the incarcerated population.

Organizational Capacity The Westchester Putnam Workforce Development Board has been a resource for individuals involved with the criminal justice system in their efforts to find employment through several innovative projects. WPWDB has more than ten years of demonstrated effectiveness in serving juvenile offenders in collaboration with county Probation, Parole, Correction and DSS. WPWDB is a member of the Westchester Re-Entry Task Force,

which regularly convenes law enforcement, probation, courts, schools, community-based and faith-based organizations to share information, foster common goals, promote alignment of services, and support the re-entry and re-integration of persons involved in the justice system. WPWDB is a registered STRIVE affiliate. WPWDB management has been in place since 2000; key staff averages 20 years of workforce experience.

Capacity to Sustain Project WPWDB proposes to sustain LEAP-W for a minimum of two years after the grant period by leveraging WIOA funding and other resources to integrate it with other programs to serve the incarcerated populations. We will also leverage other Federal, State and local funding during the grant. Significant leveraged resources (described in the Budget Narrative) totaling \$132,098 over a two-year period will be available to sustain the project. These resources represent a portion of staff salaries for the time that will be dedicated to the project.

WPWDB has the internal capacity to pursue public and private funding, and will review all funding streams to see where the target population may be served through other sources. Planning will include developing a sustainability plan that will create a road map for pursuing other funding sources, and funding the project into the future.

Fiscal and Administrative Control The Westchester Putnam Workforce Development Board has been a responsible steward of government funds, including more than \$14.6 million in federal formula funds and federal competitive contracts. The accounting staff employs fiscal controls to ensure compliance with grant requirements and the proper use of grant funds with procedures based on the Federal OMB super-circular, Generally Accepted Accounting Principles (GAAP), and Federal agency policy. A fiscal manager is assigned to every contract to ensure that budget expenditures are allowable, reasonable, and aligned with project goals; and require price comparisons or competitive bids on purchases. The cost accounting system segregates jobs costs, correlates the status of expensed funds against the progress of the work completed, and otherwise enables the Project Administrator and Grant Fiscal Manager to monitor on-going costs. WPWDB staff is experienced in managing grants to contract requirements, keeping funding streams distinct, and providing required reporting for government contracts. Internal grant management includes a risk management review, requires multiple

approvals on expenditures, and incorporates reporting and review of expenses to budget and progress to goals. All vendor payments are paid on time. The WPWDB is audited annually by the NYSDOL and takes part in an independent annual audit of Westchester fiscal operations.

Using Data to Determine Effective Strategies The project team will collect data for purposes of internal improvements to the program and to report as required on project outcomes. All relevant data will be entered into a comprehensive database for evaluation. An example of use for internal improvements would include aligning assessment data with actual participation and recidivism to determine whether assessment tools were accurately identifying criminogenic needs and potential barriers. Reviewing the participants' actual engagement in supportive programs will help to determine whether interventions were effective and indicate possible needs for revision in program strategies and/or assessment tools. Evidence that the project reduces recidivism and provides readily employable workers will generate long-term support among industry partners for the continuation of the program.

SCHEDULE “B”

Proposer’s Name: _____

Address: _____

Telephone: _____ Fax: _____

Designated Contact Person: _____

Contact Person Telephone (if different): _____

Contact Person E-mail: _____

Please note: If the proposer intends to use one or more independent contractors or subcontractors in providing the Work, the proposer must also provide all of the above-requested information for each such entity.

PLEASE NOTE:

In addition to its full answers to the questions in Schedule “B” below, the proposer must provide, on a separate sheet of paper, a one (1) page executive summary of the proposer’s proposal.

SCHEDULE “B”
(continued)

On one or more separate sheets of paper, please answer each question listed below. Please be sure to thoroughly answer each question and provide all necessary information. If the proposer intends to use one or more independent contractors or subcontractors in providing the Work, please provide all necessary information about any such entities as part of the answer to all pertinent questions below.

1. Experience providing the services requested by this RFP
2. Experience providing services requested by this RFP to New York counties of similar size to Westchester County.
3. Membership in appropriate professional organizations.
4. Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.
5. Price proposal for services

SCHEDULE “C”

PRICE PROPOSAL

Please use the price proposal forms on the following pages to prepare your price proposal. The budget for any agreement resulting from this RFP is intended to be a cost reimbursement budget, to be established based upon the successful proposer’s price proposal, subject to subsequent negotiations.

If the proposer intends to use one or more independent contractors or subcontractors in providing the Work, the proposer should note the proposed costs under the “Other Than Personnel Services” category.

As noted in Section II(C), the term of any agreement resulting from this RFP is anticipated to be for term commencing on October 1, 2016 and continuing through June 30, 2018. Each proposer must propose total costs for the term of the Agreement.

[NO FURTHER TEXT ON THIS PAGE]

Overall Budget Summary
 / /16 through / /18

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 "D"

STANDARD INSURANCE PROVISIONS

(Contractor)

1. Prior to commencing work, the Contractor 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 Contractor 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 Contractor 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 Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to 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 Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

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

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

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

If the employer is self-insured for 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) Contractor's Professional Liability. The Contractor shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

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

(a) Insurers shall have no right to recovery or subrogation against the County 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 Contractor.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE “E”

**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"

**CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND**

A. The Contractor and any individual or legal entity in which the Contractor 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 Contractor (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 Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A," the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor 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 Contractor 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 contractor. If this is a contract other than a construction contract, the Contractor 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 Contractor 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 Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor 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 Contractor: _____

Signature: (Authorized Representative) _____

Title: _____ Date: _____

Contract #: _____
Name of Contractor: _____

SCHEDULE "G"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ 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 Contractor.

Signature: _____

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 “H”
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, Sublessees, 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.¹ 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

¹ For these disclosures, a “crime” or “pending criminal charge” includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

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

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

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

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

Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

² 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.

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.

Signature: _____

Name: _____

Title: _____

Date: _____

Notary Public

Date