

**WESTCHESTER/PUTNAM WORKFORCE INVESTMENT AREA**

**REQUEST FOR PROPOSALS**

**RE-ENTRY EMPLOYMENT INITIATIVE**

**ISSUE DATE: Monday, November 24, 2014**

**DUE DATE: Friday, January 9, 2015**

**ISSUED BY:**

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

**ON BEHALF OF:**

The Westchester-Putnam  
Local Workforce Investment Board  
120 Bloomingdale Road, 2<sup>nd</sup> Floor  
White Plains, New York 10605

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

**ROBERT P. ASTORINO**  
**WESTCHESTER COUNTY**  
**EXECUTIVE**

**MARY ELLEN ODELL**  
**PUTNAM COUNTY**  
**EXECUTIVE**

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

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

## **I. GENERAL PROPOSAL INFORMATION**

The County of Westchester (the “County”), acting by and through the Westchester County Department of Social Services, Office of Workforce Investment (“DSS”), on behalf of the Westchester/Putnam Local Workforce Investment Board (hereinafter referred to as WPLWIB), is requesting proposals to provide recruitment, assessment, case management, job readiness preparation, job placement, follow-up and retention services for individuals who have had and/or are involved with the criminal justice system and residing in Westchester County. .

Contract or contracts for services that are generated from this RFP will be for a one (1) year period beginning on or about February 1, 2015 and ending on or about January 31, 2016. Such contract or contracts will be renewable, at the sole and complete discretion of the County, for up to two (2) additional one (1) year options, on the same terms and conditions as the initial term (including price and budget quotation), subject to availability of funding, the recommendations of the One-Stop Committee, the approval of the WPLWIB, the Westchester County Board of Acquisition & Contract, and satisfactory program performance.

Interested parties may pick up copies of this RFP at the Westchester One-Stop Employment Center, 120 Bloomingdale Road, 2nd Floor, White Plains, New York 10605. This RFP may also be downloaded from the Westchester County Web Site, [www.westchestergov.com/rfp](http://www.westchestergov.com/rfp) and/or the Westchester- Putnam One-Stop website at [www.westchesterputnamonestop.com](http://www.westchesterputnamonestop.com) . Addenda to this RFP, if any, will be posted on both websites. Interested parties are responsible for checking the website daily for related addendum. Prospective respondents are responsible for accessing all addenda.

### **Information Session**

An informational session for prospective proposers will be held on:

Thursday, December 4, 2014  
3:00–4:00 pm  
at the Westchester One-Stop Employment Center,  
120 Bloomingdale Road 2nd fl., White Plains, New York, 10605

### **Requests for Clarification**

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

Ali Tarchoun  
via e-mail at [att1@westchestergov.com](mailto:att1@westchestergov.com)  
no later than 3:00 p.m. EDT  
Tuesday, December 2, 2014

Formal written responses will be posted by the County, on or before Monday, December 8, 2014 on the County and Westchester One-Stop websites: [www.westchestergov.com/rfp](http://www.westchestergov.com/rfp) and at [www.westchesterputnamonestop.com](http://www.westchesterputnamonestop.com)

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

## **Intent to Propose**

Entities that intend to submit a proposal in response to this solicitation **must** submit a “Letter of Intent” by mail, email or in person to the Westchester/Putnam Local Workforce Investment Board which should be received by the County no later than Thursday, December 11, 2014. Respondents who do not submit a “Letter of Intent” will not be considered for this RFP. The letter should be addressed to the attention of:

Ali Tarchoun, Manager  
Westchester One-Stop Employment Center  
120 Bloomingdale Road 2nd fl., White Plains, New York, 10605  
Att1@westchestergov.com

The “Intent to Propose” should include the agency name, contact person, address, telephone number, and email address of the contact person. It should also include a brief description of the proposer’s business/organization including vision, mission, current customer base, staffing and service expertise to provide the services described under this RFP. Proposers should also highlight their organization’s longevity and how this proposal will connect to their mission and organizational goals. The “intent to Propose” will form a part of the material to be reviewed should you submit a proposal in response to this RFP. The Letter of Intent to Propose is a mandatory prerequisite to submission of a Proposal.

## **Proposal Submission Requirements**

All proposals in response to this RFP must be received by the County no later than Friday, January 9, 2015 at 4:00 pm. Proposals must include one (1) original and three (3) copies and be sent to the following address:

Ali Tarchoun, Manager  
Westchester One-Stop Employment Center  
120 Bloomingdale Road 2nd fl., White Plains, New York, 10605  
Att1@westchestergov.com

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

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

Along with the Program Narrative, price quotation and proposed budget (see **Section IV**), each proposal **MUST** contain a proposal cover letter, a proposal cover sheet (see **SCHEDULE “A”**), and a proposal summary (see **Appendix A**), along with three (3) recent references based on related initiatives and work with targeted populations (see **SCHEDULE “C”**). Respondent (s) may also be required to give an oral presentation to the County to clarify or elaborate on the written proposal. In addition, **all Proposers MUST sign the Proposer Certification, as well as complete the acknowledgment and certificate of authority forms attached hereto. Unsigned proposals will be rejected.**

**The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that “this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein.”**

No proposal will be accepted from, nor any agreement awarded to, any proposer that is in arrears upon any debt or in default of any obligation owed to the County, state or federal government. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## **Purpose**

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

## **Eligible Proposers**

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

Successful respondents must have demonstrated, at a minimum, three (3) years of documented successful experience providing job readiness training, assessment, case management, placement follow-up, retention and services to adult offenders. Further, the lead applicant must demonstrate that it can lead and manage the collaborative.

## **Target Population**

The target population to be served are adults (18 years +) who reside in Westchester County and have had or have current involvement with the criminal justice system.

## **Funding and Award Information**

The County, pursuant to this RFP, expects to award at least one (1) contract for up to a twelve (12) month program period, with two (2) one (1) year options to extend the contract. All proposers are expected to include as part of their proposal, a price quotation for all services proposed to be rendered, including a detailed budget and budget narrative. Failure to include a price quotation will automatically disqualify the proposer from consideration. Funding for the contract resulting from this RFP will be made from local allocations of federal funds pursuant to the Workforce Investment Act (WIA).

## **II. BACKGROUND**

Historically, the Westchester -One-Stop Employment Center has been a resource for individuals who have had or are involved with the criminal justice system in their efforts to find employment. These individuals have many employment challenges, not to mention the stigma of incarceration that includes: limited work experience and job skills, undesirable work attributes and extended detachment from formal work. These and other factors make it hard for them to compete with their peers in the job search process. However, due to the increased number of individuals seeking employment services through the One-Stop Employment system, the WPLWIB, in partnership with the County's Department of Social Services, began to look at ways in which services to this population may be coordinated among the related service providers. The WPLWIB has decided to initiate a pilot program to provide coordinated services to this population to assist them to transition back into the workforce.

The County will contract with at least one (1) provider to provide a Re-Entry Employment Program that will coordinate services to this targeted population. The objective of this pilot program is to reduce the recidivism by assisting ex-offenders to obtain and retain employment and access to services they require to maintain a productive and healthy lifestyle. In order to successfully reintegrate into the workforce, it is essential that ex-offenders possess the skills and support necessary to enter and compete in the labor force.

### **III. SCOPE OF WORK**

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

The WPWIB envisions this program in three (3) distinct components: 1) pre- program, 2) in- program and 3) post- program. The Pre, In and Post-Program components will operate out of the Westchester One-Stop Employment Center in White Plains.

**Pre-program** involves the identification of potential candidates for this project and providing the necessary screening assessments, referral to services and resources that will reduce the candidate’s inability to fully participate in the in program. This component may include referring candidates to drug or alcohol rehabilitation, housing, establishment of public assistance case, medical and/or mental assessment and treatment and legal/justice system.

**In-program** involves the full participation of the candidates in the program that includes assessments, development of an individual employment or career plan, job readiness training, occupational skills training, job placement .

**Post-program** involves follow up and job retention activities and career advancement services.

The contractor will be responsible for the Pre, In and Post program components, but must describe how the collaborative will handle pre-program services and referrals to the In-Program components.

#### **Program Services**

##### **Case Management Model:**

The Re-Entry Employment Initiative program is based on a case management model in which each participant is assigned a professional case manager who will serve as the guide and be responsible for instructing participants on how to advocate and navigate through the required systems for themselves, within the social services, legal, family, health, education, training, and employment arenas. Working with the appropriate agencies, the service provider will manage the participation in this program to ensure the goals and objectives as outlined in the Individual Employment Plan or Career Plan are attained. All services, activities and outcomes must be recorded in the appropriate section in the One Stop Operating System (OSOS).

The Pre-Program obviously requires a different type of case management than that required for the other two components. As a part of the service model, contractors will be required to provide a wide variety of services and activities that will engage and steadily move participants towards the goals and outcomes of the individual plans. It is important to note that the plan is a living document and will change as the participant’s needs and/or issues and/or accomplishments change and to accomplish the goals set forth in the Individual Employment Plan.

## **Network of Services/Resource Partners**

The targeted population for this initiative requires services and resources from many different agencies to address such issues as, but not limited to, legal, healthcare, housing, mental health, substance and alcohol treatment, social services, child care, domestic violence, anger management, financial literacy, and transportation. Respondents must show that they have an established network of service partners. Respondents must provide a Memorandum of Agreement (MOA) with each respective agency that spells out the relationship, services, resources and staff between them and the agency in implementing this program.

Respondents must provide evidence that the model is a promising practice for the re-entry initiative. For information on this you may visit [www.workforce3one.org](http://www.workforce3one.org)

### **1. PRE-PROGRAM**

Respondent must describe the feeder system to the In-Program component that includes service providers and their respective roles. Each participant must receive a comprehensive assessment and a personal care plan. The plan must include strategies to address significant barrier(s) to employment and the time frame for resolving the barrier(s). Respondent must describe the referral strategy from Pre-Program to In-Program.

### **2. IN-PROGRAM**

The respondent will be directly responsible for the delivery of services under this component. These services include, but are not limited to, determination of participants eligibility; comprehensive employment assessment; development of an individual employment plan; provision of job readiness services; referral to occupational skills training; job development and referral and on-going case management.

#### **A. Assessment, Referral and Case Management Services**

##### **Comprehensive Assessment:**

For each participant, a comprehensive assessment must be conducted that provides an analysis of the participant's barriers to re-entry into the workforce. Assessments should include, but not be limited to:

Wrap- around services which include referrals for:

- a. Social services, legal assistance, housing assistance, substance abuse, mental and/or physical health care, domestic violence prevention and treatment, child care and transportation, and
- b. assistance with high school or High School General Educational Diploma (HSED)
- c. mother/fatherhood programs,
- d. financial literacy training,
- e. mentoring,
- f. Customers will be referred to other community-based partners to receive services/treatment that are not the provided by the participating agencies.

Comprehensive assessments should be completed within sixty (60) days of a participant's registration date.

## **Individual Employment Plan**

For each participant, an Individual **Employment Plan** must be developed that includes the identification of objectives and goals; actions and activities and outcomes each participant to become gain employment and become self sufficient. The case manager must take into consideration the results of all of the assessments and preparation needed for participant to re-enter the workforce. The individual plan information is to provide a road map for the participants and case manager to use in helping the participant progress toward employment in will vary for each participant based on their person experience, qualifications and abilities.

- 1. WIA Eligibility Determination** refers to all activities related to the determination of the participant's eligibility for the employment program as outlined below:

**Eligibility Determination and Registration:** This process includes the use of the WPLWIB Workforce Services application form to generate all information necessary to determine eligibility and meet reporting requirements. It also includes the maintenance of adequate documentation to ensure the credibility of the eligibility determination, which shall at a minimum consist of documents used to determine and verify eligibility. Registration is the process of collecting information to support a determination of eligibility. Equal Opportunity data must be collected during the registration process. School districts are considered to be among the public entities as indicated on page 3 of this RFP and are eligible applicants. Successful respondents that are public entities may develop contracts with Westchester County to provide the services described in this RFP. Such a contract will require an Inter Municipal Agreement (IMA). An IMA requires Westchester County legislation that authorizes such contract as required by New York State General Municipal Law sec. 119-o.

**One-Stop Operating System (OSOS):** All data and case management notes must be entered into the OSOS. This is a statewide case management system in which all services, activities and outcomes for each must be recorded.

- 2. WIA Eligibility Documentation**

All applicants must be screened for eligibility and suitability based on WIA guidelines. The funded contractor(s) must obtain proof of:

### **B. Pre-employment Services**

Case management will be focused on preparing the participants for employment. This level of case management will include the identification, assessment, and enrollment of individuals into the program.

The contractor will provide individualized employability and work readiness assessments for each participant. The assessment will consist of a battery of tests that will allow the case manager to identify the strengths, weaknesses and barriers to employment. The assessment will focus on the career interests, aptitudes, job readiness or employability skills, academic or educational skills, basic literacy and numeracy levels, English language proficiency, work experience, licenses and certifications, supportive needs (i.e. transportation, work attire, tools/equipment, driver's license/fines/restoration fees, etc.) and, barriers to employment.

All participants who enter the Pre-Employment component will be enrolled in a four week attitudinal training using the Strive model. The development of a personalized individual employment plan that details the participants' personal information, educational and training

accomplishments, personal strengths and assets; as well as the issues that may negatively affect each person's employability. Further, the plan will list the resources, the timeline and the outcomes for each referral or assignment and who is responsible i.e. participant, network agency staff or case manager for what.

### **Strive Attitudinal Training:**

The contractor will refer participants to the Strive Attitudinal training component. All participants in Re-Entry Employment Initiative program will participate in a mandatory four week Strive Attitudinal Training program which requires their full time commitment from 9 am to 5 pm each day for 4 consecutive weeks. This program is designed to help individuals who have lost their individual positive focus on life to develop new attitudes toward self, others and their community including the workplace. Participants are required to dress for work each day, be punctual, professional and respectful to each other and their instructors. The participants will learn to take responsibility, develop personalized life plans and to complete the actions stated in their respective plans.

### **Development and Employment Activities**

Development services and training are to be delivered by service providers consistent with WIA Section 123. To ensure compliance with WIA and the delivery of superior service, Respondents must make the following five (5) “**elements**” available to participants and apply them as appropriate. Failure to offer all five (5) elements will deem your proposal non-responsive and your proposal will be disqualified. Also, all program activity/services must be pre- and post-tested to demonstrate the need and the subsequent change that the participants have accomplished.

1. Comprehensive guidance and counseling- service provider must have a network of resources and services available for participants who may need career counseling, occupational training, appropriate work attire, child care, legal assistance and more.
2. Adult mentoring for the period of participation, plus a subsequent period, for a total of not less than 12 months. One of the most valuable resources a participant could have during this phase of his/her life, is a caring adult who will listen and provide guidance as needed. Respondents may take advantage of existing mentoring programs throughout the county and/or develop its own mentoring program. This must be clearly addressed in your RFP. Names and support letters from adult mentoring program(s) will be considered as evidence that this resource will be an available resource.
3. Alternative secondary school services, as appropriate. This refers to the placement of a participant in a program other than his or her home school in order to ensure some level of success in erasing the basic skills deficiency and the completion of a High School Equivalency Diploma.
4. On-the-Job Training, Wage Subsidy, Paid and unpaid work experiences, including internships and job shadowing, as appropriate. Respondents must make this service available to those participants who have been deemed not to be work ready based on initial assessment. Work



experience and or internship may be used to help improve the readiness to work. Efforts must be made to get employers to provide stipend. The respondent may also include a line in its budget for fro this RFP for this expense.

5. Occupational skill training, as appropriate. It may become necessary to place a participant in an occupational skills training program because it has been determined with the participant and the school counselor that this is the best strategy that will lead to successful completion of high school. Respondent must describe the process to be used to determine if a needs this service, and how this will be implemented. All training must lead to a license or certificate and linked to the demand occupations and or available job opportunities in Westchester County. The WIB will make payment directly to the chosen eligible training provider. Therefore, this expense cannot be included in the respondent's budget.

### **C. Job Search/Job Placement Services**

The contractor will provide job placement and retention services to all its participants. Job Placement is the primary outcome for this project. The contractor is required to place at least 50% of the participants in jobs during the first year of the project. The contractor is required to retain 80% of its participants who were placed in jobs for at least one year post placement. Each contract will assign staff who will act as job coach, mentor and support to keep the employed participants working. The contractor must demonstrate it has **established relationships and experience** with companies that they are currently placing similar participants which they will leverage to place participants from this initiative.

#### **Employment Services:**

Respondents must show that they have an established network connected to businesses/industry partners with positions that are related to the targeted population. Respondents must provide a Memorandum of Agreement (MOA) with each business/industry partner that spells out the relationship and positions they have and/or will have available that relate to the targeted population.

The strategy for meeting the job placement goals are:

#### **Local Business Service Team:**

The contractor will assign a job developer to the One-Stop Employment Center's local business services team. 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.

#### **Industry Sector Strategy:**

The contractor will recruit businesses that have agreed to participants from the Re-Entry Employment program to join an Industry Sector Partnership. The Westchester Putnam Workforce Investment Board (WPWIB) has established six industry sector partnerships that consist of local

businesses leaders who provide advice and recommendation on how the WPWIB may best serve the businesses in each sector. The WPWIB will engage the partnership in an effort to assist with the identification of employment opportunities in each sector. These sectors include green, healthcare, hospitality, advance manufacturing and bio-tech. This does not preclude the inclusion of businesses in other industry sector.

### **Financial subsidies**

The contractor will advise and assist businesses in applying for WPWIB funds which includes OJT, Wages subsidies and or internships. The employer will be required to share the cost up to 50% for each of these initiatives. Funding for these employer based initiatives will include TANF, FSET and WIA funds.

### **One Stop Employment Center:**

The contractor will work with the Westchester One-Stop Employment Center to access jobs posted on its website and in the NYSDOL job bank. Participants will participate in the job screenings and job fairs held at the center by businesses and the center staff.

## **3. POST PROGRAM**

The respondent will be responsible for the delivery of post program follow up and retention services that intended to keep the participants working and continuing his or her career plan.

### **A. Job Retention/Follow-Up Services**

**Supportive Services** begins once the participant gains and enters into employment. Supportive Services includes addressing any barriers or issues to the participant's continued employment such as but not limited to; housing, legal, child care, healthcare and transportation. Supportive services also address assisting the participant in activities that will increase his/her earning potential through continued education and training activities. Respondent must describe how it will make supportive services available that supports full engagement in employment including education and training programs that will lead to career advancement.

**Follow-up Services** are for not less than 12 months after the participant gains and enters into employment. Respondent will be required to provide at least twelve months of follow up services to each who completes their planned activities/services. Respondent must describe clearly how they intend to deliver follow-up services to in all post program activities; such as employment, post-secondary education, the military, advance occupational training or apprenticeship program.

### **B. Data Entry/Program Outcomes**

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

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

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

Performance Measurement Indicators (Deliverables):

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

**One-Stop Operating System (OSOS):** All data and case management notes must be entered into the OSOS. This is a statewide case management system in which all services, activities and outcomes for each must be recorded.

#### **IV. INSTRUCTIONS FOR COMPLETING APPLICATION FORMS**

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

##### **CHECKLIST (Appendix (A))**

The checklist shows all of the items that must be submitted with each proposal. Proposals that do not contain all of the required documents will not be reviewed or considered for funding.

##### **PROPOSAL SUMMARY FORM (Appendix (A))**

On the Summary Form present a concise statement describing the project for which funds are requested.

- This should be a one paragraph summary which includes:
- Activities and services to be provided
- Linkages and other resources brought into the program

- Program duration
- Number of to be served
- Special target groups
- Geographic area(s) to be served

## **PROGRAM NARRATIVE**

Proposers must demonstrate/list best practice model(s) that will be used to implement the Re-Entry Employment Initiative.

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

### **1) Organizational History & Experience**

- Identify the type of organization
- Describe your experience in providing services listed in this RFP to individuals in the targeted group
  - Respondent must include:
    - performance from program(s) it operated over the past three years
    - experience with proposed target group

### **2) Overall Program Approach**

This should include a discussion of the linkages with other service providers, employers, public and private sector, other resources that are being brought into the program.

### **3) Pre-program**

- Identification of potentially employable candidates
- Comprehensive assessment
- Development of a personal care plan
- Referral to services and resources

### **4) In-Program**

- Recruitment and orientation
- Assessment of candidates for the program
- Selection of candidates
- Development of individual employment plan
- Implementation of services identified in the plan
- Job readiness preparation
- Occupational skills training
- Job referral
- Job placements
- Referrals to other services

Job Search/Job Placement Services:

Please describe how respondent will recruit businesses that align with WPWIB's demand list. Describe past performance

## 5) Post-Program

Job Retention/Performance Outcomes Services

- Describe how respondent plans to provide and track participant job retention. Describe steps that will be implemented to ensure that the outcomes will be met.
- Respondent must describe how it will make supportive services available that supports full engagement in employment including education and training programs that will lead to career advancement.
- Respondent must describe clearly how they intend to deliver follow-up services to in all post program activities; such as employment, post-secondary education, the military, advance occupational training or apprenticeship program.

## 6) FISCAL

### a. BUDGET

Respondent must prepare a cost reimbursement budget to show staffing and startup costs. Respondents must provide 100% matching cost to the amount requested to operate the program. This match may be in-kind, cash or both.

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

### b. MOST RECENT FINANCIAL STATEMENT

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

## V. PROPOSAL RATING CRITERIA AND SELECTION

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

### 1) ORGANIZATION HISTORY & EXPERIENCE (35 Pts.)

- A. Program Parameters (15 Pts.): Has the respondent provided adequate information on how it will manage the following program components: *intake and registration, comprehensive and development of individual employment plan and the delivery of the five mandated development activities*. Is the program likely to be effective in terms of its plans for intake and registration? Review the program's assessment tools, including, objective assessment, ISS, basic skills tests, vocational tests, and any other material used to complete an assessment of the participant's needs. Does the program provide for staff with the qualifications to complete the assessments? Has the respondent described its plans for the delivery of the development services? Has the respondent described a strategy for attaining the program outcomes? Does the program offer substantive long term services to its participants that will help them to achieve academic and employment success?
- B. Program Linkages (20 Pts.): Has the respondent developed the required relationships and secured the appropriate letters of support from businesses, social services, justice/legal system, housing, healthcare, community and faith based organizations that will provide the full array of services required under WIA and this RFP?

### 2) OVERALL PROGRAM APPROACH (20 Pts.)

- A. Experience (20 Points.): Evaluate the experience that the organization has in providing programs with similar employment and training activities. Evaluate the organization's experience in providing services to the proposed target group. Evaluate the performance data provided by the respondent regarding its success with other development programs? Has the respondent provided documented evidence from its funding sources that validate its claimed successes with other development initiatives? Does the organization have any other funded programs in operation?

### 3) ASSESSMENT, REFERRAL & CASE MANAGEMENT (15 Pts.)

- A. Management and administration (5 Points.): Evaluate the organizational structure and administrative structure of the proposed program. Has the respondent clearly described its relationship with the partners in delivery of this program? Has the respondent clearly identified the role of each staff in the program?
- B. Staffing and supervision (5 Points.): Evaluate proposed staffing and supervision of the proposed program. Is staff adequate to provide the proposed services? Has the respondent clearly described how staffing the program will be supervised? How has the respondent tied staff supervision to the program outcomes?
- C. Systems (5 Points.): Has the respondent described how it intends to use the OSOS system? Has the respondent identified the training needs of staffing in order for them to use OSOS? Does the respondent have any experience in the use of OSOS?

### 4) JOB RETENTION /FOLLOW-UP SERVICES (15 Points)

Follow-up and retention services are for not less than 12 months after the participant gains and enters into employment

#### 4) BUDGET & FISCAL (15 Points)

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

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

Due to the competitive nature of the award process and the limited availability of funding, it is entirely possible that funding support will not be offered to all deserving applicants. Meritorious proposals that are not selected for funding in the first round of awards may be maintained on file and considered for second-round funding during the program year if additional monies become available.

## **VI. OTHER REQUIREMENTS**

### **Mandatory Contract Requirements Regarding Ownership of Deliverables**

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

- a. The County of Westchester shall own all materials, processes, and products produced by the successful proposer pursuant to any ensuing contract, including but not limited to curriculum modules and programming, instructional resources, methodologies, measures, software, code, documentation, white papers, implementation guidance, training materials, evaluation forms, data compilations, and reports shall be the sole and exclusive property of Westchester County.
- b. It is the intent of the County to copyright all materials produced under the contract resulting from this RFP. As such, all deliverables created by the successful proposer under any such agreement will be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the successful proposer agrees to assign to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available.
- c. The successful proposer further agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the successful proposer agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

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

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

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

#### A. MONITORING AND REPORTING

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

#### FISCAL/BUDGET REQUIREMENTS

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

#### B. REPORTING REQUIREMENTS

1. Funded agencies will be required to generate and submit accurate and timely reports to the Local Workforce Investment Board or its designee.
2. Request for reimbursement on payment points must be submitted according to the Programmatic Schedule.
3. The applicant's records will be subject to periodic monitoring and/or audit by the Local Workforce Investment Board or its designee.
4. Funded applicants will be required to have an audit performed in accordance with the Single Audit Act of 1984 and audit provisions of the Office of Management and Budget (OMB) Circulars A-133 (Institutions of Higher Education and Not-For-Profit) or A-128 (State and Local Governments).
5. Accounting /record keeping should be maintained according with GAAP (General Accepted Accounting Principles) and OMB Circular A-87.



6. Under no circumstances will payment be made for activities incurred by the funded agencies beyond the contract dates.

## C. PROGRAM RECORDS

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

## VII. LEGAL UNDERSTANDINGS

### LEGAL UNDERSTANDINGS

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

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

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

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received after notification to all proposers;

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

### **CONTRACT**

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

The successful proposer will be asked to sign a contract substantially in the form attached hereto as **SCHEDULE "G"**.

### **NON-COLLUSION**

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

### **CONFLICT OF INTEREST**

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee

of the County of Westchester. Further, all proposers must disclose the name of any County officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

**PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW**

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

a) insert the following notice in the front of its proposal:

**“NOTICE**

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

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

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page:

**“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”**

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

**MBE/WBE**

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are

owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as **SCHEDULE "B"**

## **REFERENCES**

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

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

## **DISCLOSURE FORM**

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

## **CRIMINAL DISCLOSURE FORM**

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

## **QUALIFIED TRANSPORTATION FRINGE PROGRAM**

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract. Proposers agree to complete the statement which is attached hereto as **SCHEDULE "F"**.

**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Westchester and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services. The undersigned agrees and understands that the County of Westchester is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Westchester, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester and approved by the Westchester County Board of Acquisition & Contract and by the Office of the County Attorney.

It is understood and agreed that the County of Westchester reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Westchester reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Westchester is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

\_\_\_\_\_  
Proposer Name

By: \_\_\_\_\_  
Name and Title

**ACKNOWLEDGMENT**

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

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

Date: \_\_\_\_\_

\_\_\_\_\_

Notary Public

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_,  
(manager other than person executing the agreement)

certify that I am a \_\_\_\_\_ of \_\_\_\_\_  
(member/manager) (Name of Company)

(the “ \_\_\_\_\_ ”) duly organized under the Laws of the State of \_\_\_\_\_; that  
(Name of State)

\_\_\_\_\_ who signed said Agreement on behalf of the \_\_\_\_\_  
(Person Executing Agreement)

was, at the time of execution, a manager of the \_\_\_\_\_; that said Agreement was duly signed for and on behalf of said \_\_\_\_\_ and as the act of said \_\_\_\_\_ 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 \_\_\_\_\_; that he/she is duly authorized to execute said certificate on behalf of said \_\_\_\_\_ and that he/she signed his/her name thereto pursuant to such authority.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Schedule "A"**

**Proposal Cover Sheet**

Applicant:

Contact Person:

Mailing Address:

Telephone:

FAX:

E-Mail Address:



## SCHEDULE "B"

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

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

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
  - a. is at least 51% owned by one or more persons of color or women;
  - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
  - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
  - d. is an enterprise authorized to do business in this state which is independently owned and operated.
  
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
  
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

\_\_\_\_\_No

\_\_\_\_\_Yes

**Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.**

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

\_\_\_\_\_Women

\_\_\_\_\_Persons of Color (*please check off below all that apply*)

\_\_\_\_\_Black persons having origins in any of the Black African racial groups

\_\_\_\_\_Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

\_\_\_\_\_Native American or Alaskan native persons having origins in any of the original peoples of North America

\_\_\_\_\_Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of person completing questionnaire: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Notary Public

\_\_\_\_\_

Date

**SCHEDULE "C"**

**REFERENCES**

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

**SCHEDULE "D"**  
**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

*A potential County 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**<sup>1</sup> 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: \_\_\_\_\_

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

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

**SCHEDULE “E”**  
**CONSULTANT**  
**CRIMINAL BACKGROUND DISCLOSURE**  
**INSTRUCTIONS**

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

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

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

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

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.<sup>2</sup> 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

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

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

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

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

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

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

### **Exemptions**

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

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

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

the Procuring Officer<sup>3</sup>. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

**Subconsultants, Subcontractors, Sublessees, or Sublicensees**

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

**New Persons Subject to Disclosure**

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

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*PLEASE CONTINUE TO THE*

**CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION**

*BEGINNING ON THE NEXT PAGE*

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

Contract #: \_\_\_\_\_

Name of Consultant, Contractor, Lessee, or Licensee: \_\_\_\_\_

**CRIMINAL BACKGROUND DISCLOSURE**  
**FORM AND CERTIFICATION**

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

\_\_\_\_\_

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

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

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_



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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

---

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

---

Notary Public

---

Date

**SCHEDULE "F"**

**ENROLLMENT IN A QUALIFIED TRANSPORTATION FRINGE PROGRAM**

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

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

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

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

\_\_\_\_\_ **is required** to be enrolled in a QTFP and:

*(please check off only one option)*

\_\_\_\_\_ is enrolled in a QTFP

\_\_\_\_\_ has initiated the process of enrolling in a QTFP<sup>4</sup>

\_\_\_\_\_ is requesting a waiver from compliance with Executive Order 7-2005 because: *(please check off only one option and attach a detailed explanation)*

\_\_\_\_\_ the Contractor has an inability to comply

\_\_\_\_\_ hardship would result from compliance

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

*(please check off all that apply)*

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**FOR COUNTY USE ONLY**

Waiver is: \_\_\_\_\_ Approved \_\_\_\_\_  
\_\_\_\_\_ Disapproved \_\_\_\_\_ Commissioner or Department Head \_\_\_\_\_ Date

**SCHEDULE "G"**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereafter the "County")

and

\_\_\_\_\_, having an office and principal place of business at \_\_\_\_\_

(hereinafter the "Consultant")

**FIRST:** The Consultant shall provide recruitment, assessment, case management, job readiness preparation, job placement, follow-up and retention services for individuals who have had and/or are involved with the criminal justice system for the **Westchester County Department of Social Services (the "Department"), Office of Workforce Investment ("OWI") on behalf of the Westchester Putnam Workforce Investment Board (the "WIB")**, as more particularly described in the Consultant's proposal, dated \_\_\_\_\_, 2014 which is attached hereto and made a part hereof as Schedule "A" (the "Work"). The Work shall be carried out by the Consultant in accordance with current industry standards and trade practices.

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

**SECOND:** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_ and shall terminate on \_\_\_\_\_, 20\_\_ , unless terminated earlier pursuant to the provisions of this Agreement.

The Consultant shall report to the County on its progress toward completing the Work, as the Commissioner of the Department or his duly authorized designee (the "Commissioner") may request, and

shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

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

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Consultant exceed the not-to-exceed amount set forth above.

**FOURTH:** Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Consultant fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

Unless the County shall, in writing, advise the Consultant to the contrary, the Consultant shall retain all financial records related to this Agreement for a period of six (6) years after the expiration or termination of this Agreement.

**FIFTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not

in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

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

**SIXTH:** (a) The County, upon ten (10) day notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A", which rates shall be prorated to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Consultant shall direct any approved proposers to do the same.

In the event of a dispute as to the value of the Work rendered by the Consultant prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

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

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

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

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

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

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

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

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



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

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

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

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

his/her duly authorized representative certifying that each and every approved subconsultant is in compliance with the material terms and conditions of the Agreement.

**FOURTEENTH:** The Consultant and the County agree that the Consultant and its officers, employees, agents, contractors, proposers and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, proposers and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

**FIFTEENTH:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

**SIXTEENTH:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner  
Westchester County Department of Social Services Office of  
Workforce Investment  
120 Bloomingdale Road, 2<sup>nd</sup> Floor  
White Plains, New York 10605 with a

copy to:

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

To the Consultant:

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

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

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

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

**TWENTY-FIRST:** The Consultant expressly agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Consultant shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Agency to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Agency) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

**TWENTY-SECOND:** In an effort to avoid conflicts of interest and the appearance of impropriety in County contracts, the Consultant agrees to complete the Disclosure Form attached hereto as Schedule "E". In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Consultant agrees to notify County in writing within ten (10) business days of such event.

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

**TWENTY-THIRD:** The Consultant agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "F" which is hereby incorporated by reference.

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

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

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

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

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

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

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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Approved as to form  
and manner of execution

\_\_\_\_\_  
County Attorney  
County of Westchester

Appendix "A"

**CHECKLIST**

AGENCY \_\_\_\_\_

- \_\_\_\_\_ Proposals (original and three (3 copies))
- \_\_\_\_\_ Proposal Summary Form (**provided, Appendix A**)
- \_\_\_\_\_ Program Narrative (no more than 5 pages)
- \_\_\_\_\_ Cost based preliminary budget (**provided, Appendix B – I**)
- \_\_\_\_\_ Budget (**provided, Appendix B – II**)

**Schedules:**

- \_\_\_\_\_ Proposer Certification
- \_\_\_\_\_ Authorized Signature Sheet
- \_\_\_\_\_ Certificate Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- \_\_\_\_\_ Union Consultation and Concurrence
- \_\_\_\_\_ Standard Insurance Provisions
- \_\_\_\_\_ Minority Business Questionnaire
- \_\_\_\_\_ Mac Bride Principles
- \_\_\_\_\_ Required Disclosure of Relationships to County
- \_\_\_\_\_ Qualified Transportation Fringe Program
- \_\_\_\_\_ Waiver Qualified Transportation Fringe Program
- \_\_\_\_\_ Assessment Tools (copy of Objective Assessment and ISS formats)
- \_\_\_\_\_ Training Curriculum
- \_\_\_\_\_ Listing of Board of Directors
- \_\_\_\_\_ Organizational Chart
- \_\_\_\_\_ Affirmative Action Plan
- \_\_\_\_\_ EEO Statement
- \_\_\_\_\_ Most Recent Financial Statement

**Applications that do not contain all the required documents will not be reviewed or considered for funding. Please be sure to include all information requested. Use this checklist to make sure that you have all of the required pieces included in your proposal.**



**PROPOSAL SUMMARY FORM  
WORKFORCE INVESTMENT PROGRAM**

Application Number: \_\_\_\_\_

Date Received: \_\_\_\_\_

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

Organization

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

Program

Title: \_\_\_\_\_

Designated Contact

Person: \_\_\_\_\_

Telephone (if different): \_\_\_\_\_

E-mail: \_\_\_\_\_

Total Funds Requested: \_\_\_\_\_

Total Number of Customers to be Served: \_\_\_\_\_

Is Program Accessible to the disabled? Yes \_\_\_\_\_ No \_\_\_\_\_

**ONE PARAGRAPH SUMMARY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX B**

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

## APPENDIX B (I)

Respondent Name \_\_\_\_\_

Contract Period: April 1, 2007 - June 30, 2008

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

# **Instructions for Completing the Cost Reimbursement Budget Form**

## **Cost Reimbursement Budget**

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

### **A1 and A2 Personnel (full-time)**

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

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

### **B1 and B2 Fringe Benefits**

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

### **C. Other Than Personnel Expenses (OTSP)**

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

The formulas will do the additional calculations.