

This Request for Proposal (RFP) replace in the entirety the solicitation issued May 14, 2021. Potential respondents are responsible to read carefully all requirements in this solicitation.

REQUEST FOR PROPOSALS

**WESTCHESTER-PUTNAM WORKFORCE DEVELOPMENT BOARD
TITLE II OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (“WIOA”) OF 2014
2021 WIOA YOUTH EMPLOYMENT SERVICES**

**ISSUE DATE: THURSDAY, JUNE 10, 2021
DUE DATE: WEDNESDAY, JUNE 30, 2021 AT 4:00PM**

ISSUED BY

The Westchester County
Department of Social Services
112 East Post Road
White Plains, New York 10601

ON BEHALF OF

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

Leonard Townes, Commissioner, Westchester County Department of Social Services
John Befus, First Deputy Commissioner, Westchester County Department of Social Services
David Singer, Chair, Westchester-Putnam Local Workforce Development Board
Thom Kleiner, Director, Westchester County Department of Social Services, Office of Workforce Investment

**GEORGE LATIMER
WESTCHESTER COUNTY EXECUTIVE**

**MARYELLEN ODELL
PUTNAM COUNTY EXECUTIVE**

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

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

Contact Information

Youth Program Administrator:

Elizabeth Oliveto

White Plains Career Center

120 Bloomingdale Rd 10605

Email: eqo9@westchestergov.com

Phone: 914-419-5907

Procurement Time Schedule

Issue Date: Thursday, June 10, 2021

Information Session: Thursday, June 17, 2021 at 3:00 P.M. EDT at

<https://westchestergov.webex.com/westchestergov/j.php?MTID=mbe0bc3eceac1079f2bb953ef09b3944b>

Join by meeting number

Meeting number (access code): 1611 22 0649

Meeting password: wMJV2eA4MZ4

Requests for Clarification: Friday, June 18, 2021 at 12:00 P.M. EDT. All requests for clarification MUST be submitted, by email to Elizabeth Oliveto, eqo9@westchestergov.com.

Reference "2021 WIOA Youth RFP" in the subject line. Formal written responses will be posted by the County on June 21, 2021 on the County website for RFPs:

<http://www.westchestergov.com/rfp>.

No communications of any kind will be binding against the county, except for the formal written responses to any request for clarification.

Due Date: Wednesday, June 30, 2021 at 4:00 p.m. Due to social distancing requirements, the Career Center is closed to the public. Respondents are required to email one (1) electronic submission of the application.

The proposal and budget should be in "PDF" format and should be clearly identified in the subject as "**2021 WIOA YOUTH**" and emailed to: Bob Fois at bqf2@westchestergov.com. Respondents must submit all components of the application electronically. Please label the files that will be attached as follows:

PDF File	Include
Part A Application	<ul style="list-style-type: none">• Program Narrative

Part B Attachments	<ul style="list-style-type: none"> ● Proposer’s Certification ● Certificate of Authority (as per your agency corporate status) ● Schedule A “ Program narrative” ● Schedule B “ Fee Proposal and budget narrative” ● Schedule D:”Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women” ● Schedule E: “Certification Regarding Business Dealings with Northern Ireland” ● Schedule F: “Disclosure of Relationships to County” ● Schedule G: “Criminal Background Disclosure” ● Schedule H: “Business Enterprises Owned and Controlled by Service-Disabled Veterans
Part C	<ul style="list-style-type: none"> ● Copy of most recent completed audit ● Resumes

The County is not responsible for any internal or external delivery delays that may cause the proposer’s proposal to arrive beyond the deadline. Respondents should call Bob Fois (914-995-4976) to confirm timely receipt of the application.

Part I EXECUTIVE SUMMARY

1. INTRODUCTION

The County of Westchester (“County”), acting by and through its Department of Social Services, Office of Workforce Investment (“Department” or “DSS”), on behalf of the Westchester-Putnam Local Workforce Development Board (“WPWDB” or “Board”) is requesting proposals from qualified proposers to provide employment and training services for youth under the Workforce Innovation and Opportunity Act of 2014, PL 113-128, and its implementing regulations (“WIOA”). The entire text of the Workforce Investment and Opportunity Act can be accessed at <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>.

The purpose of this Request for Proposals (“RFP”) is to identify qualified organizations to provide innovative youth workforce development programs to eligible youth and young adult applicants between the ages of 16 and 24. Under this RFP, proposers are required to provide out-of-school youth (“OSY”) with a structured program that will provide a career pathway to long-term employment. There will be no new enrollees for the in-school youth component since the WPWDB is phasing out services to this population. Proposers, however, must indicate how they will provide services to the in-school youth enrolled from previous program years.

With the exception of foster care youth, who may be served from any area of Westchester or Putnam counties, the WPWDB will fund programs that serve eligible youth residing in the following communities and surrounding areas: Carmel, Peekskill, White Plains, Mt. Vernon and New Rochelle. Respondents may propose to serve other communities in Westchester and Putnam counties that are not targeted by the WPWDB, but must provide evidence of the need to serve such communities.

Eligible participants for the program must be in one of the following categories:

- Disconnected from traditional societal institutions
- Dropped out of school
- Are involved in the justice system
- Are aging out of foster care
- Are disabled
- Are unemployed or underemployed
- Are gang-involved or at-risk of gang-involvement
- Other disadvantaged youth populations.

This RFP will be issued and available for download at the Westchester County’s website at <http://www.westchestergov.com/RFP> under “WIOA Youth Services.”

2. Contract Term

The term of this Agreement shall commence on July 1, 2021 and shall continue through June 30, 2022 unless terminated earlier pursuant to the provisions of this agreement. The County, at its sole option, may extend the term of this agreement for up to three (3) additional one-year terms upon the same pricing terms and conditions as provided under the initial terms, except that the not-to-exceed cap may change from year to year based upon the amount of the funding for that year.

3. RFP AMENDMENTS OR ADDENDA

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

Each prospective proposer shall have an affirmative obligation to monitor the County's website for RFPs in order to ensure that it is aware of each amendment and/or addendum/addenda that is issued.

Part II PROGRAM SERVICES

1. BACKGROUND:

The United States Department of Labor ("USDOL") strategic vision for the WIOA's youth programs states that "WIOA outlines a broader youth vision that supports an integrated service delivery system and provides a framework through which states and local areas can leverage other federal, state, local, and philanthropic resources to support In-School Youth ("ISY") and out-of-school youth ("OSY"). WIOA affirms the USDOL's commitment to providing high-quality services for all youth and young adults, beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, such as pre-apprenticeships or internships, and culminating with a good job along a career pathway, enrollment in post-secondary education, or a Registered Apprenticeship.

The WIOA directs the primary program focus of Title I youth formula programs to support the educational and career success of OSY. A minimum of 75 percent of WIOA youth funds is required to be spent on OSY, which is an increase from the minimum of 25 percent under WIOA. With an estimated 6 million 16-24 year olds in this country not employed or not in school, WIOA youth programs will provide a needed continuum of services to help disconnected youth navigate between the educational and workforce systems. WIOA also requires that 20 % of the funds be spent on work experience.

The WIOA legislation also substantially reformed youth programming, placing new emphasis on serving youth within a year-round comprehensive workforce development system. Program operators under WIOA are required to develop strategies for comprehensive programs based on an approach that, at minimum, is built around four themes:

- Preparation for and success in employment through career pathways
- Improving educational achievement via a viable academic plan
- Skills development tied to career pathways via work-based learning and/or occupational skills development
- Support services that provide a holistic approach to the youth's needs.

2. WIOA YOUTH PROGRAM DESIGN:

The basic purposes and design of WIOA youth programs (bot ISY and OSY) are to provide eligible youth with:

- The opportunity to earn basic academic skills and credentials.
- The clarification of their career goals, objectives and pathways.
- Assistance in accessing support services that will help them mitigate the challenges and obstacles to developing the skills they need to achieve their career goals.
- The understanding of appropriate workplace attitudes, behaviors, and interpersonal relations and the opportunity to exhibit those skills in a real employment setting.
- The opportunity to learn technical skills (including work based learning opportunities) and earn postsecondary credentials in their chosen “in-demand” career field.
- The knowledge of effective job search and job acquisition skills that lead to obtaining and retaining unsubsidized employment in their chosen career field.
- Follow-up consultation and services for 12 months after exit to help ensure the youth’s successful introduction into the chosen career field.

3. FUNDING OPPORTUNITY DESCRIPTION:

The WPWDB seeks creative and innovative proposals to serve youth ages 16 to 24 residing in the service areas described in Part I (1) of this RFP. The ultimate goal is to help the most vulnerable young adults residing in the counties of Westchester and Putnam obtain academic credentials, work experience, and develop leadership qualities.

This RFP provides the opportunity for organizations to build customized projects using one of the three program models:

1. Workforce Development Academy for Youth Construction Plus
2. Workforce Development Academy for Youth Justice Involved
3. Workforce Development Academy for Youth Work Based Learning/Apprenticeship

The proposers must choose a model and demonstrate that their organization can develop and deliver the system of services that will continually engage youth in meaningful and challenging programming.

Selected proposers will be required to attend a mandatory orientation prior to the start of the new program year to discuss the implementation of the program.

4. PROGRAM MODELS DESCRIPTIONS:

MODEL 1: WORKFORCE DEVELOPMENT ACADEMY FOR YOUTH CONSTRUCTION PLUS

This program model is built on the concept of the YouthBuild program, which is a comprehensive

youth and community development program. YouthBuild simultaneously addresses several core issues facing low-income communities: education, housing, jobs, and leadership development. It uniquely addresses the status of unemployed young men and women who have dropped out of school and have no apparent path to a productive future. It allows them to simultaneously serve their communities and build their own future by completing construction based projects in the communities where they reside.

Model must include

- Mental Toughness boot camp
- Four-week work readiness boot camp
- Youth policy committee
- Academic re-engagement
- Community service
- Employer engagement
- Paid/unpaid work experience

MODEL 2: WORKFORCE DEVELOPMENT ACADEMY FOR YOUTH JUSTICE INVOLVED

This model is designed to support at-risk justice involved youth with a series of integrated systems of workforce development strategies linked to positive youth development which address social emotional learning. The goal is for the youth to become productive, responsible and law-abiding members of society while achieving economic stability through a living wage. The model is committed to offering youth access to occupational skills training that lead to industry recognized credentials.

Model must include

- Four week work readiness boot camp
- Academic re-engagement
- Career exploration
- Employer engagement
- Mentoring
- Civic engagement
- Legal services
- Financial literacy
- Paid/unpaid work experience

MODEL 3: WORKFORCE DEVELOPMENT ACADEMY FOR YOUTH WORK-BASED LEARNING/ APPRENTICESHIP

This model is designed to support the concept of Work-based learning (WBL) which is an educational strategy that provides youth with real-life work experiences where they can apply academic and technical skills and develop their employability. In addition, this model will launch the WPWDB's pilot "Apprenticeship Program." Apprenticeship is a valuable work-based learning opportunity that can provide youth with academic and workplace skills that lead to post-secondary education opportunities and careers. The collaboration of WBL and apprenticeship will

build on businesses existing recruitment, onboarding, mentoring, and training and advancement systems. Occupational skills training must be focused within the following sectors identified by the WPWDB as high demand /high occupation: healthcare, information technology, professional services, and hospitality.

Model must include

- Four-week work readiness boot camp
- Project-based classroom learning (academic re-engagement)
- Career exploration
- Business Services and Sector Partnership Engagement (employer engagement)
- Mentoring
- Occupational Credential Attainment
- Paid/unpaid work experience
- On the Job Training

5. DEFINITION OF TERMS:

Out of School Youth- This population of youth are not participating in a system that can provide consistent support and instructional services, and they are usually not available in a central location on a regular basis. OSY usually do not have transportation and other forms of support. In addition, they usually have more serious barriers to employment, such as no reliable shelter, childcare needs, criminal records, and basic skills deficiencies.

Cohort - This refers to a group of individuals who have something in common. In this instance, the participants enrolled in the WIOA year round program will move together throughout the program framework in a unified group.

Job Readiness Boot Camp- Successful proposers will offer work readiness workshops to a cohort of youth for a period of four weeks, three-hours per day, for no less than three days per week. These workshops should be modeled after YouthBuild, STRIVE and/or R.E.A.D.I. Proposers must clearly indicate which model they would be using.

Mental Toughness - An orientation into the YouthBuild program, including team building exercises and other activities to improve the youths' abilities to set goals and maintain focus while assessing commitment to the program.

https://youthbuild.workforcegps.org/-/media/Communities/youthbuild/Files/Case-Management/MT-Workbook_YB_Johnstown7-18-17.ashx

Workplace Attributes "Respect, Enthusiasm, Articulate, Dependable, and Initiative" (**'R.E.A.D.I.'**) - Employers expect job candidates to arrive at their doors with strong interpersonal and communication skills as well as a strong work ethic. The WPWDB developed a soft skills work attributes curriculum called R.E.A.D.I. The curriculum was designed with youth service professionals in mind specifically those working with ISY and OSY on career and workforce readiness skills.

Work Based Learning- This is defined as a student or worker completing meaningful job tasks in

a workplace that develops readiness for work, knowledge, and skills that support entry or advancement in a particular career field. Work-based learning supports a continuum of lifelong learning and skill development for a range of students, young adults, and job seekers.

Career Pathways- This is a strategy proposers must offer youth enrolled in the program. It consists of a series of structured and connected education programs and support services that enable youth, often while they are working, to advance over time to better jobs and higher levels of education and training. Each step on a career pathway is designed explicitly to prepare youth to progress to the next level of employment and/or education. Career pathways target jobs in in-demand sectors such as healthcare, information technology and hospitality. It is designed to create avenues of advancement for the underemployed and the unemployed youth, and to produce a steady supply of qualified workers for employers.

Work Experience- Paid and unpaid work experience is one of the 14 program elements for the WIOA youth program. Work experience is a planned, structured learning experience that takes place in a workplace and provides youth with opportunities for career exploration and skill development.

Career Center Network Engagement - Proposers must ensure that all enrolled youth are familiar with the career centers and the services they and their partners offer in Westchester and Putnam Counties.

WPWDB Priority Sectors -Under this RFP, the WPWDB defines priority sectors as Healthcare; Construction; Information Technology; Hospitality and Professional Services.

PART III SCOPE OF WORK

Program Planning Summary

Proposers must submit a Planning Summary in the form of a timeline for the July 1, 2021 - June 30, 2022 program year, complete with activities detailing program implementation. In addition, an organizational chart of program staffing structure is required.

Recruitment, Intake, and Eligibility Determination

Youth Services providers will design and implement an outreach and marketing plan with the goal of informing OSY, ages 16 to 24, and businesses about services available through the organization and its partners. Outreach and recruitment methods may include formal advertising, electronic media, flyers, brochures, word- of- mouth and other methods of program information dissemination. Proposers are highly encouraged to engage youth in designing and planning targeted, culturally-competent outreach and engagement strategies.

All outreach and recruitment materials must feature approved WPWDB branding and must be approved by the WPWDB prior to publication.

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

OSY must be 16-24 years of age at the time of enrollment, who is facing one or more of the following identified barriers to employment:

- High school dropout;
- Within the age of compulsory school attendance, but has not attended school for at least the most recent school calendar year quarter;
- Pregnant or parenting, including non-custodial parents;
- With a disability;
- Offender-youth involved in any stage of juvenile or adult justice system;
- Homeless or a runaway, who meet the criteria defined by McKinney-Vento Homeless Assistance or Violence Against Women Act;
- Involved in any stage of the foster care system
 - a. In foster care;
 - b. Aged out of the foster care system;
 - c. Attained 16 years of age and has left foster care for kinship guardianship or adoption;
 - d. In and out-of-home placement; or
 - e. A child eligible for assistance under the Social Security Act.

Low-income and is a recipient of high school diploma or its equivalent, **and** is basic skills deficient

Low-income and is a recipient of high school diploma or its equivalent; **and** is an English language learner; **or**

Low-income and OSY who needs additional assistance to enter or complete an educational program or to secure or hold employment, as determined by the LWDB.

Program Services:

Prior to registering a youth the following services must take place:

- Individual Assessment
- Individual Service Plan
- Objective Assessment

After registering a youth the following services must be provided:

- A four-week work readiness boot camp
- Ongoing Case Management
- A twelve-month follow up after exit

Required WIOA Youth Services Elements

Youth Service providers are required to provide or make available to participating youth all fourteen of the required WIOA Youth Services elements, in accordance with Section 129(c)(2) of WIOA. “Make available” does not imply that every youth participant must receive all program elements; it suggests that youth have access to these services if they require them to meet their goals. Proposers are highly encouraged to propose an approach to comprehensive assessment that will determine each individual youth’s needs and preferences for the program elements.

The 14 WIOA required program elements are:

- 1. Tutoring, study skills training, instruction and dropout prevention strategies** that lead to completion of a high school diploma includes services such as providing academic support, helping a youth identify areas of academic concern, assisting with overcoming learning obstacles, or providing tools and resources to develop learning strategies. Dropout prevention strategies intended to lead to a high school diploma include activities that keep a young person in-school and engaged in a formal learning and/or training setting.
- 2. Alternative secondary school services** assist youth who have struggled in traditional secondary education. Dropout recovery services are those that assist youth who have dropped out of school. Both types of services help youth to re-engage in education that leads to the completion of a recognized high school equivalent.
- 3. Paid and unpaid work experience** is a planned, structured learning experience that takes place in a workplace and provides youth with opportunities for career exploration and skill development. A work experience may take place in the private for-profit section, the non-profit sector, or the public sector. Work experience for youth includes summer employment and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training.
- 4. Occupational skills training** is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels.
- 5. Education offered concurrently with workforce preparation** and training for a specific occupation element reflects an integrated education and training model and describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. This element is also referred to as Integrated Education or Contextualized Instruction.
- 6. Leadership development opportunities** encourage responsibility, confidence, employability, self-determination, and other positive social behaviors.
- 7. Supportive services** enable an individual to participate in WIOA activities such as, but not limited to, assistance with transportation, child care, housing, health care, educational testing, and work-related tools.

8. **Adult mentoring** is a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee.
9. **Follow-up services** are critical services that are provided following a youth's exit from the program. The goal of follow-up services is to help ensure that youth are successful in employment and/or postsecondary education and training. Follow-up services may include regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise.
10. **Comprehensive guidance and counseling provides** individualized counseling to participants. This program element also includes substance and alcohol abuse counseling, mental health counseling, and referral to partner programs.
11. **Financial literacy education** provides youth with the knowledge and skills that they need to achieve long-term financial stability. Financial literacy education encompasses information and activities on a range of topics, such as creating budgets; setting up checking and saving accounts; managing spending, credit, and debt; understanding credit reports and credit scores; and protecting against identify theft.
12. **Entrepreneurial skills training** provides the basics of starting and operating a small business. This training helps youth develop the skills associated with entrepreneurship, such as the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one's ideas.
13. **Services that provide labor market and employment information** about in-demand industry sectors or occupations available in the local area and includes career awareness, career counseling, and career exploration services. Labor market information also identifies employment opportunities, and provides knowledge of job market expectations, including education and skill requirements and potential earnings. Numerous tools and applications are available that are user-friendly and can be used to provide labor market and career information to youth. These tools can be used to help youth make appropriate decisions about education and careers.
14. **Postsecondary preparation and transition activities** help youth prepare for and transition to postsecondary education and training. These services include helping youth explore postsecondary education options, including technical training schools, community colleges, 4-year colleges and universities, and registered apprenticeship programs.

Note that one strategy to maximize youth access to the 14 required WIOA program elements is to co-enroll participants in programs such as Vocational Rehabilitation, Adult Education, and/or Job Corps. By leveraging multiple youth program funding sources for needed services, including those available from other public and private organizations, the service providers (Proposers) can further ensure that youth will successfully achieve their education and skills training goals.

Case Management

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

Youth Re-engagement Approaches

Proposers are encouraged to propose approaches to service delivery that reflect a deep understanding of the needs of Westchester and Putnam Counties' OSY designed to re-engage them on pathways to college and careers.

Youth Services providers will deliver services to help youth apply for, enroll in, and progress through post-secondary education or training that leads to a portable credential and starts them on a career pathway. Services and training may be sector-specific, leading youth to develop an understanding of academic and technical skills needed to secure employment within a particular high-demand industry. Desired elements of post-secondary education and training service include:

- College counseling and goal-setting;
- College preparation activities, including college visits, college and financial aid application assistance, assessment test preparation, and study skills training;
- Navigation assistance to move from non-credit or pre-college (basic skills, English as a Second Language) education to credit-bearing college education;
- Academic, career technical, and/or integrated academic and career technical Instruction;
- Bridge programs, which accelerate educational attainment for low-skilled individuals to "bridge" them to skills training, post-secondary programs, and career-path employment in sectors with evident demand for skilled graduates;
- Use of WIOA Individual Training Accounts (ITAs) to pay for training in in- demand sectors;
- Wrap-around support services to remove barriers and ensure persistence and completion of training;
- Career exploration;
- Job readiness and job search training;
- Work-based learning, such as paid and unpaid work experience, summer and year-round employment, job shadowing, and on-the-job training; and
- Industry engagement in program design, delivery, work-based learning, and hiring of graduates.

Youth Services providers will facilitate youths' access to internships and other work- based learning opportunities. In coordination with WPWDB's Business Services staff, contractors will

engage employers, identify and scope work-based learning opportunities, match youth to work-based learning, and provide work-based learning retention support.

Youth Services providers also will prepare and place youth into unsubsidized employment. Desired elements of employment services include:

- Comprehensive assessment of employment history, interests, skills, abilities, and experience;
- Career exploration, counseling, planning, and goal-setting;
- Job readiness/soft skills development;
- Job search skills training, including resume and interview preparation;
- Basic skills remediation and tutoring;
- Work-based learning to help youth gain skills relevant to their career interests, including paid and unpaid internships, pre-apprenticeship, and on-the-job training;
- Use of WIOA on-the-job training subsidies (OJTs) to connect youth to employment; and
- Placement in employment that is the first step on a career pathway.

Training Services

Youth Services providers will coordinate with WIOA Adult Service Providers to facilitate access to Individual Training Assessments (ITAs) and on-the-job training contracts (OJTs) for eligible youth ages 16 to 24 who are determined to be in need of training and who select training that is directly linked to employment opportunities in the local/regional area and in WPWDB's targeted priority sectors. Training subsidies such as ITAs and OJTs are limited to individuals who are unable to obtain other grant assistance for such services or require assistance beyond the assistance made available under other grant assistance programs, including federal Pell Grants.

Training services are designed as one or more courses or classes, or a structured regimen, that upon successful completion lead to: (1) a certificate, associate; or (2) the skills or competencies needed for a specific job or jobs, an occupation or occupational group, or generally for many types of jobs or occupations, as recognized by employers and determined prior to training. Training may be delivered by public, private, or non-profit providers. Training services include occupational skills training, on-the-job training, integrated vocational and academic training, skills upgrading/retraining, entrepreneurial training, pre-apprenticeship and apprenticeship training, business-customized training, job readiness training in combination with vocational training, and adult education and English language training in combination with other training services.

Youth Services providers must hold knowledge and relationships that facilitate youth access to training that supports advancement along career pathways in Westchester and Putnam Counties and the region's priority industry sectors. Youth Services providers must demonstrate career pathway training delivery and/or partnerships in, at minimum, one of the WPWDB priority sectors which consist of Healthcare; Construction, Information Technology; Professional Services and Hospitality. Letters of commitment that include detailed information on service, co-location, and resource-leveraging commitments may be included as attachments to the proposal.

Youth Services providers will facilitate youths' access to ITAs and OJTs in coordination with WPWDB staff. Youth Services providers will assess participant skills, interests, and readiness for training to ensure referrals to appropriate ITA and OJT opportunities, secure and maintain on file all necessary job-seeker and worker paperwork related to the ITAs and OJTs, and coordinate with WPWDB staff to assure the strategic use of ITAs and OJTs within priority industry sectors.

Supportive Services

In coordination with WPWDB staff, Youth Services providers will facilitate youths' access to Supportive Services that youth have been unable to obtain through other programs and that is necessary to enable the individual to participate in workforce services. Individuals identified as needing ongoing Supportive Services must still be participating in Youth Services to continue to receive Supportive Services.

Supportive Services may include, but are not limited to:

- Assistance with transportation
- Assistance with child care and dependent care
- Linkages to community services
- Assistance with housing
- Assistance with educational testing
- Reasonable accommodations for youth with disabilities
- Referrals to healthcare providers
- Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eye glasses and protective eye gear
- Assistance with books, fees, school supplies, and other necessary items for students enrolled in post-secondary education classes
- Payments and fees for employment and training-related applications, tests, and certifications; and Legal aid services

Facility and Operations

Each Youth Services contractor will maintain at least one physical site where youth can learn about career opportunities and access services described in this Scope of Work. Proposers may propose to offer a range of career and training services at multiple sites and are encouraged to demonstrate a high level of coordination and connectivity that will assist youth in navigating and accessing the services. Services need not be delivered at a single "one-stop" location; in fact, proposers are encouraged to identify various access points and doors of entry into youth workforce services, including through the use of technology, mobile services, and scattered-site services.

Proposers should demonstrate a high level of accessibility of the Youth Services site(s). Each site should be conveniently accessed by public transportation. Each site must be fully compliant with ADA accessibility requirements. Services must be accessible to limited English speakers through linguistically diverse staff, translated materials, interpretation services, and other means. Proposers are encouraged to demonstrate flexibility and creativity in accommodating the needs of youth with varied availability and work schedules.

Partnerships

Youth Services solicited under this RFP are enriched by collaboration, and proposers are encouraged to secure and demonstrate extensive and meaningful partnerships that will benefit participating youth. Proposers should describe the extent of these partnerships, including any co-location, co-enrollment, cost sharing, or referral agreements to facilitate youths' access.

Youth should experience a fully-integrated, single-point-of-contact system of WIOA programs and services. This requires high levels of coordination and teamwork across partners, as well as consistently high customer services standards. Proposers are encouraged to propose collaborative service models that demonstrate these standards.

Proposers are not required to attach signed MOUs or letters of commitment to the proposal; however, letters of commitment (not letters of support) that include detailed information on service, co-location, and resource-leveraging commitments may be included as optional attachments. Letters of commitment from required partners will be required at the time a contract is signed.

1. Required Partnerships

Partnerships may be for the purposes of youth outreach and recruitment; identification of targeted, high-need youth; cross-referrals to address the comprehensive service and training needs of youth; facilitation of enrollment in appropriate education and training; co-location of services at accessible venues; wrap-around support services for participants in training and other workforce services; and continuity of services and supports following exit from WIOA. Partnerships may enable the Youth Services provider to effectively leverage resources to better serve eligible youth, and to align with regional sector and career pathway strategies.

2. WPWDB Workforce System Partnerships

Youth Services providers will partner with WPWDB Career Centers and Business & Community Engagement staff in order to enable effective coordination of services; leverage organizational strengths and resources; and facilitate referrals of customers to the most appropriate services. These providers and WPWDB staff will work together to create and maintain a comprehensive system of workforce development services reaching Adults and Youth, with a focus on WPWDB priority populations and industry sectors.

Representatives of WPWDB and Youth Services contractors will be required to participate in mandatory meetings convened by WPWDB for the purpose of relationship-building, information-sharing, design and implementation of collaborative programming, individual case review, service referrals, and realization of a coordinated system of service delivery.

3. Performance Measurement and Accountability

Data Collection and Reporting

Contracted WIOA service providers will be responsible for providing youth and program data under policies and guidelines established by WIOA, the WPWDB, the State of New York and the federal government, and administered by the WPWDB. Contractors will be required to:

- Utilize AOSOS, an internet-based system used throughout the State of New York, as the system of record for WIOA-enrolled participant tracking.
- Ensure complete, accurate and timely data entry in compliance with WIOA.
- Gather and maintain all required participant eligibility documentation, which will be subject to ongoing local and State monitoring and verification.
- Report program participant information, including WIOA tracking and follow-up data.
- Prepare monthly and quarterly performance reports as required by WIOA and as may be requested by WPWDB staff and WPWDB committees.
- Prepare monthly financial and training expenditure reports, along with supporting documentation as required by the WPWDB.

Reports generated from AOSOS will be utilized to determine program performance by the WPWDB and the State of New York; therefore, knowledge of the system, accuracy, and timely entry of information is critical. WPWDB staff will provide technical assistance and mandatory staff training on AOSOS system input. It will be the contractor's responsibility to ensure ongoing staff expertise and cooperation.

File Maintenance and Documentation

Youth Services contractors will maintain a case file for each WIOA-enrolled participant. Case files must include all required documentation, including documentation of program eligibility, assessments, AOSOS printed forms and case notes, training paperwork, attendance records, etc., as appropriate. WPWDB staff will provide technical assistance and mandatory staff training on WIOA program eligibility, priority of service, documentation, file maintenance, and performance and financial reporting. It will be the contractor's responsibility to ensure ongoing staff expertise and cooperation.

Monitoring

WPWDB staff will monitor, audit, and evaluate program activities throughout the funding period. Contractors must allow WPWDB staff access to all files and records relating directly to WIOA funds, including participant case files, fiscal documents and other related records.

Required Performance Measures

WIOA establishes core performance measures for Youth Services. WIOA performance measures are designed to measure the effectiveness and continuous improvement of the workforce service delivery system, and the contracting agency will be required to collect and report data through AOSOS pertaining to these measures. Performance measures are subject to change at any time, and the WPWDB may set performance benchmarks or implement additional measures in response to regulations or local need.

The WPWDB requires that each WIOA provider meet at minimum 90% of their goals. The WPWDB requires that each provider’s Enrollment goal be met by the final calendar day of Quarter 2 of the contracted fiscal year. WIOA Youth Services performance measures and the WPWDB’s final negotiated performance goals are as follows:

Performance Indicators	Performance Goals
<p>In Education, Training or Employment - 2nd Qtr. After Exit: The percentage of participants who are in unsubsidized employment, education or training during the second quarter after exit from the program (for title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the second quarter after exit).</p>	70.0%
<p>In Education, Training or Employment - 4th Qtr. After Exit: The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.</p>	70.0%
<p>Credential Attainment Rate 4th Qtr. After Exit: The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its</p>	70.0%

<p>recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.</p>	
<p>Measurable Skill Gain:</p> <p>The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:</p> <ol style="list-style-type: none"> 1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level; 2. Documented attainment of a secondary school diploma or its recognized equivalent; 3. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards; 4. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; or 5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams. 	<p>70.0%</p>

PART IV PROPOSAL CONTENT INFORMATION

1. PROPOSAL CONTENT:

Each proposal must include the items listed below. Proposals that do not contain everything specified below and/or do not conform to the below-described guidelines for proposals will not

be reviewed or considered. Please be sure to include all information requested (Schedule C is for informational purposes only).

- Proposer’s Certification
- Certificate of Authority (as per your agency corporate status)
- Schedule A “ Program narrative”
- Schedule B “ Cost per Participant Fee Proposal and budget narrative”
- Schedule D:”Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women”
- Schedule E: “Certification Regarding Business Dealings with Northern Ireland”
- Schedule F: “Disclosure of Relationships to County”
- Schedule G: “Criminal Background Disclosure”
- Schedule H: “Business Enterprises Owned and Controlled by Service-Disabled Veterans

Please be advised that proposals **MUST** conform to the following guidelines:

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

2. FISCAL MANAGEMENT CAPABILITY (FEE PROPOSAL SECTION)

Schedule B Performance and Payment Milestone

Successful respondents will be reimbursed on a cost-per-participant basis upon each participant achieving a performance-based milestone as follows: The contractor will be reimbursed 100% of the cost per participant (as quoted by the Proposer in Schedule “B”) upon each participant

successfully completing 60% of the Bootcamp training. Proposer understands and agrees that no other form of compensation will be offered.

A budget and budget narrative must be submitted to explain how the proposer has calculated the **cost per participant**.

Respondent must submit attendance sheets signed by both the participant and trainer upon completion of the Bootcamp. Attendance sheets will be distributed with Award Letters.

3. 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.

PART V PROPOSAL EVALUATION CRITERIA:

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

In order to determine what proposal is most advantageous, the County shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. Such criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate. Proposers should use "**SCHEDULE A**" Proposal Cover Page and Narrative for their response.

1. BACKGROUND OF ORGANIZATION (12 Pts.)

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

2. OUTREACH, INTAKE & ELIGIBILITY DETERMINATION (13 Pts.)

- a. Has the respondent provided adequate information on how it will manage the following program components: The intake, registration, comprehensive assessment and development of individual employment plan and the delivery of the mandated youth development activities? (3 pts)
- b. Plans for intake and registration. List of assessment tools, including objective assessment, Individual Service Strategy (ISS), basic skills tests, vocational tests, and any other material used to complete an assessment of the participants needs. (3 pts)
- c. Staff qualifications to complete the assessments. (3 pts)
- d. Description of the respondent's plan for the delivery of the youth development services. (4 pts).

3. PROGRAM SERVICES (25 Pts.)

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

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

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

5. CASE MANAGEMENT (10 PTS)

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

6. REQUIRED PROGRAM OUTCOMES (15 Pts.)

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

- a. Respondent must propose the number of youth respondent would enroll each year starting July 1, 2021; approximately 100% out of school and 0% in school.
- b. A minimum of 45% of the youth enrolled must obtain unsubsidized employment
- c. The establishment of a local industry advisory council
- d. Placement in employment or/and education in the second quarter after exit
- e. Placement retention in the fourth quarter after exit
- f. Increase in median earnings from pre-enrollment
- g. Diploma/Credential attainment
- h. Measurable skill gains
- i. Employer effectiveness

7. FISCAL MANAGEMENT CAPABILITY (15 Pts.)

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

- A. Cost effectiveness (cost ranges): Is the respondent’s proposed budget and unit cost reasonable? (10 pts)
- B. 10% Match: Has the respondent described how it will match 10% of funding using non-Federal funds and or in-kind contribution? (5 pts).

PART VI LEGAL

A.) UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, the proposer agrees to and understands that:

- any proposal, attachments, additional information, etc. submitted pursuant to this RFP

constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;

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

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

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP;
- To select the proposal from a responsible proposer that is most advantageous to the County and not necessarily on the basis of price or any other single factor or criterion;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law §103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

B.) CONTRACT

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

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

1.) INSURANCE, INDEMNIFICATION, AND DEFENSE

“The Contractor agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “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 Contractor agrees:

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

(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; and

(c) in the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County’s reasonable attorney’s fees incurred in connection with the defense of any action, and in connection

with enforcing this provision of the Agreement..”

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

2.) NON-DISCRIMINATION

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

3.) COMPLIANCE WITH LAWS

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

4.) RECORDS

“All records or recorded data of any kind compiled by the Contractor in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the 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 work performed by Contractor under this Agreement by the Contractor are to be considered “works made for hire.” If any of the work performed does not qualify as “works made for hire,” the Contractor hereby assigns to the County all right, title and interest (including

ownership of copyright) in such work and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the County, if required, in perfecting these rights. The Contractor shall provide the County with at least one copy of each deliverable.

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

5.) FUNDING AND APPROPRIATIONS

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

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

The parties also recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant

to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

C.) 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.

D.) 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.

E.) CONTENTS OF PROPOSAL AND FREEDOM OF INFORMATION LAW

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

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

"NOTICE

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

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

and

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

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from

Disclosure", may become part of any agreement resulting from this RFP.

F.) MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, all proposers are required to complete the questionnaire attached to this RFP as **SCHEDULE "D."**

G.) MACBRIDE PRINCIPLES

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as **SCHEDULE "E."** Therefore, all proposers are required to submit with their proposal the Certification Form attached to this RFP as Schedule "E."

H.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

All proposers are required to submit with their proposal the Disclosure Form attached to this RFP as **SCHEDULE "F."**

I.) CRIMINAL BACKGROUND DISCLOSURE

All proposers are required to submit the Criminal Background Disclosure form attached to this RFP as **SCHEDULE "G."**

J.) BUSINESS OPPORTUNITIES TO VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, all proposers are required to complete the questionnaire attached to this RFP as **SCHEDULE "H."**

K.) INDEPENDENT PRICE DETERMINATION

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

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any proposer; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal

have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer; and

3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

[NO FURTHER TEXT ON THIS PAGE]

PART VII 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:

Signature: _____ :

Title:

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

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

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

(Name of Corporation)

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

Notary Public

SOLE LLC MEMBER ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

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

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

(Name of LLC)

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

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing document for the corporation)
certify that I am the _____ of
(Title)
the _____ a corporation duly
(Name of Corporation)
organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)
named in the foregoing document; that _____
(Person signing the document for the corporation)
who signed said document on behalf of the _____
(Name of Corporation)
was, at the time of signing _____
(Title of such person)

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

(Signature)

STATE OF NEW YORK)
) ss.:

COUNTY OF)

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

Notary Public

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

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

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

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

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

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

(Signature)

STATE OF NEW YORK)

) ss.:

COUNTY OF)

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

Notary Public

**CERTIFICATE OF AUTHORITY
(PARTNERSHIP)**

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

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

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

and named in the foregoing document; that _____,
(Partner signing the document)

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

(Signature)

STATE OF NEW YORK)

) ss.:

COUNTY OF)

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

Notary Public

SCHEDULE "A"
PROPOSAL COVER PAGE AND NARRATIVE

Proposer's Name: _____

Address: _____

Telephone: _____ Fax: _____

Designated Contact Person: _____

Contact Person Telephone (if different): _____

Contact Person Email: _____

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

PLEASE NOTE:

In addition to its full answers to the questions set forth below, the proposer must provide, on a separate sheet of paper, a one (1) page executive summary of the proposer's proposal.

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

1. Experience providing the services requested by this RFP.
2. Experience providing services requested by this RFP to New York counties of similar size to Westchester County.
3. Membership in appropriate professional organizations.

4. Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.

SCHEDULE "B"

PROPOSAL COST PER PARTICIPANT AND BUDGET NARRATIVE

Proposer Name: _____

ADDRESS: _____

CONTACT INFORMATION: _____

I AGREE, ON BEHALF OF THE ABOVE REFERENCED PROPOSER, TO ACCEPT _____ (\$ _____)
DOLLARS PER PARTICIPANT FOR EACH PARTICIPANT THAT SUCCESSFULLY COMPLETES SIXTY PER CENT (60%) OF BOOT
CAMP TRAINING, AS FULL COMPENSATION FOR PROVIDING THE SERVICES SET FORTH IN THE COUNTY'S RFP AND THIS
PROPOSAL.

BUDGET NARRATIVE:

I REPRESENT AND WARRANT TO THE COUNTY OF WESTCHESTER THAT I HAVE EXPRESS LEGAL AUTHORITY TO BIND THE
ABOVE REFERENCED PROPOSER TO THE TERMS OF THIS PROPOSAL. I FURTHER AGREE THAT THE PRICE QUOTED ABOVE
constitutes a valid, binding and continuing offer for a period of one hundred and twenty (120)
days from the date of submission of this Proposal.

Signed by: _____

Name:

Title:

On behalf of: _____

DATE: _____

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Youth & Human Services)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

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

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

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

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

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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

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

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

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

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

SCHEDULE "D"

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

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

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

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

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

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

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

_____ No

_____ Yes

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

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

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

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

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

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

Name of Business Enterprise:

Address:

Name and Title of person completing questionnaire:

Signature:

Notary Public

Date

SCHEDULE "E"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

- (1) increase the representation of individuals from underrepresented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

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

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A," the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may

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

Agreed:

Name of Contractor: _____

Signature: (Authorized Representative) _____

Title: _____ Date: _____

Contract #: _____
Name of Contractor: _____

SCHEDULE "F"
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**¹¹ 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: _____

¹¹ "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.

Name: _____

Title: _____

Date: _____

SCHEDULE "G"

CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

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

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

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

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

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.²¹ Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

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

²¹ 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.

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 Officer³². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

³² 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.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

 Notary Public

 Date

