

**WESTCHESTER/PUTNAM LOCAL WORKFORCE DEVELOPMENT BOARD
REQUEST FOR PROPOSALS FOR A**

**ONE-STOP OPERATOR TO COORDINATE EMPLOYMENT AND TRAINING
SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
OPPORTUNITY ACT (WIOA) of 2014**

ADMENDED AS OF JANUARY 27, 2017

ISSUE DATE: Tuesday, January 17, 2017
DUE DATE: Friday, March 31, 2017 at 12:00 PM EST

ISSUED BY:

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

ON BEHALF OF:

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

**ROBERT P. ASTORINO
WESTCHESTER COUNTY EXECUTIVE**

**MARYELLEN ODELL
PUTNAM COUNTY EXECUTIVE**

**KEVIN M. MCGUIRE
COMMISSIONER, WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES**

**DAVIS SINGER, CHAIR,
WESTCHESTER-PUTNAM WORKFORCE DEVELOPMENT BOARD**

**DONNOVAN BECKFORD, DIRECTOR
WESTCHESTER-PUTNAM WORKFORCE DEVELOPMENT BOARD**

Table of Contents

I. SUMMARY.....4

II. ONE-STOP OPERATOR RFP PLANNING SCHEDULE.....5

III. BACKGROUND.....6

IV. ELIGIBLE APPLICANTS.....7

V. SCOPE OF WORK:8

IV. PROPOSAL EVALUATION:8

V. TERM.....8

VI. LEGAL UNDERSTANDINGS8

VII. PROPOSAL REQUIREMENTS.....10

VI. PROPOSAL NARRATIVE:11

VIII. CONTRACT14

IX. NON-COLLUSION14

X. CONFLICT OF INTEREST15

XI. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW15

XII. MBE/WBE16

XIII. REFERENCES:.....16

XIV. DISCLOSURE FORM:16

XV. CRIMINAL DISCLOSURE FORM17

XVI. ATTACHEMNTS.....17

 PROPOSER CERTIFICATION17

 ACKNOWLEDGMENT.....19

 SOLE CORPORATE OFFICER ACKNOWLEDGMENT.....20

 CERTIFICATE OF AUTHORITY21

 CERTIFICATE OF AUTHORITY-LIMITED LIABILITY COMPANY22

 CERTIFICATE OF AUTHORITY(PARTNERSHIP)23

SCHEDULE “A” SCOPE OF WORK.....24

SCHEDULE “B” PROGRAM NARRATIVE.....26

SCHEDULE “B-1” BUDGET25

SCHEDULE "B-2" BUDGET NARRATIVE 26
SCHEDULE "C" QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES MWOB 27
SCHEDULE "D" REFERENCES 29
SCHEDULE "E" REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY 30
SCHEDULE "F" CRIMINAL BACKGROUND DISCLOSURE 31
APPENDIX 35
SCHEDULE "G" SAMPLE CONTRACT 35

I. SUMMARY

The Westchester Department of Social Services, Office of Workforce Development (the “Department”) on behalf of the Westchester -Putnam Local Workforce Development Board (the “LWDB”) invites proposals from qualified public, private or nonprofit entities (See Section II, subparagraph “3”) for the delivery of One Stop Operator services in accordance with the requirements of the Workforce Innovation and Opportunity Act of 2014, Pub. L 113-128 (“WIOA”) resulting agreement will be for the period commences May 1, 2017 to April 30, 2021.

One (1) original and four (4) completed copies of the proposal **MUST** be received no later than **Friday, March 31, 2017 at 12:00 PM EST** the following address:

Sonda Norris-Lowe
Westchester/Putnam Local Workforce Development Board
120 Bloomingdale Road, Suite 217
White Plains, New York 10605

Eligible applicants must have experience providing WIOA services and/or similar services.

Funding for this contract is subject to federal budgetary policy decisions, the availability of funds that includes Westchester County receipt of funds; as well as; continued successful performance of the selected contractor.

This Request for Proposals (“RFP”) is available on the Internet at www.westchestergov.com/rfp under “Doing Business with the County” or www.westchesterputnamonestop.com under “Doing Business with the County”. Interested parties are responsible for checking the website daily for related addendum. Prospective Respondents are responsible for accessing all addenda.

II. One-Stop Operator RFP Planning Schedule

<u>DATE</u>	<u>ACTIVITY</u>
Tuesday, January 17, 2017	RFP Packets One-Stop Operator Available
Friday, February 10, 2017 at 10:00 AM	Proposer's Conference, Westchester-Putnam Workforce Development Board, 120 Bloomingdale Rd, Conference Room E White Plains, NY 10605
Monday, February 13, 2017 at 12:00 PM EST	Last day for Requests for clarification of this RFP MUST be in writing and submitted via e-mail to Sonda Norris-Lowe, Program Administrator at SNL1@westchestergov.com
Friday , February 17, 2017	Response to questions will be posted on the County website.
Friday, March 31, 2017- 12:00 p.m. EST Deadline	Proposals Received by Westchester County
Monday, May 1, 2017	Notification of Award
Monday, July 3, 2017	Program Begins

Note: Dates are subject to change

III. BACKGROUND

On July 22, 2014, President Barack Obama signed WIOA into law. WIOA, which took effect on July 1, 2015, supersedes the Workforce Investment Act of 1998 (“WIA”), and like WIA, is designed to help job seekers access employment, education, training, and support services to help them succeed in the labor market. WIOA is the first legislative reform of the public workforce system in 15 years. The legislation also focuses on how local businesses may access and use the resources of the local One-Stop Centers to meet their respective workforce needs.

WIOA is based upon a “One-Stop Delivery System.” Westchester-Putnam One-Stop System operates through a network of four Career Centers located across the local area; and several libraries and partner locations. The system also includes the use of one of local area’s websites and the NYSDOL online case management system, One Stop Operating System (OSOS) . These centers provide a variety of employment, career and training services under one roof to assist individuals to meet their employment, career planning, and training needs, while also assisting local employers to meet their workforce needs for qualified personnel. Businesses also access and use the career center and website to post jobs, search for candidates, and apply for funding to support training new and existing workers. The One-Stop Career Center Services are provided by the One-Stop Career Service Provider (the “Career Service Provider).” The One-Stop Career Service Provider is tasked with coordinating the service delivery of required One-Stop partners and service providers. The Westchester-Putnam Career Services providers are the Westchester & Putnam Counties Department of Social Services, respectively.

The counties of Westchester and Putnam, with the exception of Yonkers, have been designated as a Local Workforce Development Area (the “WPWDB”) under WIOA by the Governor of the State of New York.

Job Seeker Services:

WIOA service providers provide outreach and recruitment for program applicants, determine eligibility for programs, assess the interest and skill levels of job seekers, link and fund job training activities for job seekers, and assist with job placement and follow up with employees. All of these activities are provided along with the full range of supportive services necessary for individuals to ensure that they complete their job training.

Program services for eligible adults, dislocated workers and youth are provided in an integrated service delivery environment which means co-enrollment of the job seeker into relevant and

eligible programs along with a seamless approach to services offered.

Business Services:

Businesses receive one on one service from the business services staff and may use the One Stop website to post jobs, screen resumes and to apply for funding to train their new and incumbent workers under the Hire Westchester-Putnam Initiative. The Board also provides business services via local staff provided by the Department of Social Services as well as via a Sector Manager contract as well a Youth Work Experience Manager contracted to develop work experience activities with businesses for WDAY participants.

Youth Services:

Further the WPWDB has procured and contracts with six (6) local entities to provide WIOA youth services under its Workforce Development Academy for Youth (WDAY).

One-Stop Operator:

The WPWDB is soliciting a One-Stop Operator that will provide the function as describe in this RFP. The One-Stop Operator will not provide One-Stop career services; rather will coordinate the services outlined in the WDB's strategic plan, the One-Stop Partners' Memorandum of Understanding (MOU) and the career services providers.

IV. Eligible Applicants

An entity (public, private, or nonprofit), or consortium of entities (including a consortium of entities that, at a minimum, includes 3 or more of the One-Stop partners described in WIOA Section 121, subsection (b)(1)), of demonstrated effectiveness, located in the local area, which may include:

- An institution of higher education;
- An employment service State agency established under the Wagner-Peyser Act on behalf of the local office of the agency;
- A community-based organization, nonprofit organization, or intermediary;
- A private-for-profit entity
- A government agency; and
- Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

EXCEPTION: Elementary schools and secondary schools shall not be eligible for designation or certification as one-stop operators, except that nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certification

V. SCOPE OF WORK:

The proposed Scope of Work is attached hereto as **SCHEDULE “A”**

IV. PROPOSAL EVALUATION:

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.

The applicants’ proposal will be evaluated on 5 criteria each carrying a unique weighting:

1. Experience of Proposer’s Organization and Staff	25
2. Plan of Service	40
3. Partnerships and Coordination	15
4. Staffing Plan and Organization	10
5. Budget and Financial Management	10

V. TERM:

The term of any ensuing agreement will commence on or about May 1, 2017 and will continue through April 30, 2021.

VI. LEGAL UNDERSTANDINGS

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

- That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;

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

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

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

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

VII. PROPOSAL REQUIREMENTS

Proposal Format

In order to be considered, Propers must supply all the information requested. The proposal must contain the following sections in order:

1. Proposer Certification (Section XVI).
 2. Organizational Capability Narrative (limited to 2 typed pages)
 3. Program Narrative (Schedule B and limited to 10 Pages)
 4. Budget/Budget Narrative (Schedule "B-1" and "B-2")
 5. MBE/WBE (Schedule "C")
 6. References (Schedule "D")
 7. Required Disclosure Form (Schedule "E")
 8. Criminal Disclosure Form (Schedule "F")
- a. All responses to this Request for Proposals (RFP) must be complete. All proposals shall be on plain white bond paper (8.5 x 11 inches), double space and type in 12-point font. Binder clips may be used to keep pages together; NO staples should be used. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.
- b. Proposals must be submitted on the proposer's letterhead or standard proposal form and signed by an authorized representative of the proposer. Telephone or facsimile proposals will not be accepted.
- c. The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that "this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein."
- d. Submittal should include o One (1) original and four (4) completed copies Please **hand deliver, express mail or courier to:**

Sonda Norris-Lowe
Westchester-Putnam Workforce Development Board
120 Bloomingdale Rd Suite 217

White Plains, NY 10605

PACKAGES MUST BE MARKED: “RFP FOR ONE STOP OPERATOR”

Proposals must be received BY 12:00 p.m. EST, Friday, March 31, 2017. Telephone, facsimile, and email proposals will not be accepted.

- e. Proposals delivered prior to the deadline shall be secured unopened so long as the package is properly marked as set forth above. Late proposals will not be accepted.

Requests for clarification of this RFP MUST be in writing and submitted via e-mail to Sonda Norris-Lowe, Program Administrator at SNL1@westchestergov.com no later than (12:00 PM EST) on Monday, February 13, 2017.

Formal written responses will be posted by Friday, February 17, 2017 on the County’s RFP website at: www.westchestergov.com/rfp under “Doing Business with the County” or www.westchesterputnamonestop.com under “Doing Business with the County”.

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

- f. Proposals MUST be signed. Unsigned proposals will be rejected.
- g. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- h. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

VI. Proposal Narrative:

The proposal content requirements follow. Proposals will be selected for funding based on the information provided in Schedules “B” and funding will be contingent on successful negotiations with the applicant and the provision of supplementary information.

All costs reflected in the budget must be necessary and reasonable. Costs may include, but are not

limited to, staff salaries and benefits, equipment expenses, travel expenses, other costs associated with the provision of training, and facilities and supplies.

A budget narrative must also be submitted with the proposal. This narrative must include a detailed description of each budget line item set forth in Schedule “B-1”.

All responses must contain sufficient information necessary to thoroughly describe the program design and operation.

Narrative Content: (Limited to 10 Pages) – (See Schedule A” – Proposal Narrative)

Include a detailed description of activities related to the requirements outlined in the One-Stop Operator Requirements as identified in Schedule “A”. Identification of any new or innovative initiatives designed to improve the One-Stop system/center outcomes. Include a description of both initial implementation activities and on-going operational functions.

1. Experience of Proposer’s Organization and Staff (25 Points)

Briefly describe the purpose, activities, and services of your organization. Describe experience working in a workforce development, human services, education, economic development, or other similar setting in order to successfully perform the duties required by the LWDB. Scoring of this criterion will be based on the following:

- Demonstrated previous experience directly managing, coordinating, overseeing, and/or developing workforce development, human services, education, or economic development programs;
- Demonstrated previous success in the management, coordination and/or oversight of workforce development, human services, education, or economic development programs;
- Demonstrated knowledge and understanding of state and regional policies and priorities for workforce Development programs
- Membership in appropriate professional organizations

2. Plan of Service (40 points)

The respondent must have a detailed plan for successfully completing the many duties of a One-Stop Operator, as outlined in this RFP. It is of key importance that the respondent’s plan strongly adheres to the goals and objectives established by the LWDB within its local plan, the One-Stop Partners

Memorandum of Understanding and the career services providers. Scoring of this criterion will be based on the following:

- Provide a detailed narrative of how the County’s scope would be performed to meet the goals and objectives established by the LWDB within its local plan.
- List the information that is not provided in the RFP that is necessary for the County to provide to you in order to complete the scope of work.
- Provide a timetable for completion of the assignment (if the County has set forth specific deadlines above, then provide a timeline for meeting those deadlines, including all interim milestones necessary to complete the project).

3. Partnerships and Coordination (15 points)

The respondent, if selected, will serve a key role in serving as the partnership liaison for the WPWDB, and the primary facilitator and coordinator of regional workforce development, education, and economic develop partnerships within Westchester and Putnam counties. Scoring of this criterion will be based on the following:

- Demonstrated knowledge and understanding of the required role of a “One-Stop” Operator;
- The efficacy and relevance of the proposer’s plan and approach to promoting the need for life-long learning, educational attainment, and career aspirations within The Region; and;
- The efficacy of the proposer’s approach towards providing the necessary outreach to employers within the counties of Westchester and Putnam.

4. Staffing Plan and Organization (10 points)

The respondent, if selected, will oversee the delivery of workforce services in the One-Stop Career Centers located in the LWDA. In order for the respondent selected to be a successful One-Stop Operator e, it must organize its staff in order to maximize the quality of services it provides to the LWDB and to the One-Stop system. Scoring of this criterion will be based on the following:

- Appropriate number of staff and organizational plan to achieve the required roles of a One-Stop Operator;
- Appropriate staff and/or organizational credentials and experience and resumes
- Demonstrated understanding and vision for “seamless service delivery;” and;
- Quality of plan for managing communications and disseminating information to the WIB and Service Providers.

5. Budget and Financial Information (10 Points)

The fee proposed for these services shall be indicated as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates.

Provide a separate Budget for the One Stop Operator activities being proposed. Contractors will receive reimbursement for actual allowable costs of operating the program. The Contractor will bill only for actual and accrued costs to meet immediate cash needs. All costs associated with contract payments will be supported by original documentation charged to appropriate cost classifications and subject to audit.

Each proposer shall complete the proposed budget form (Schedule B-1) and budget narrative form (Schedule B-2). Instructions on how to fill out the forms follow:

- a. Proposer - Type in the name of the agency submitting the proposal.
- b. Budget - For each applicable budget line (Schedule B-1) item, fill in the budget amount for each year.

Budget Narrative - Fill out the corresponding budget narrative pages (Schedule B-2). For each account title used on the budget, there must be a narrative that describes how the budget total was arrived at.

VIII. CONTRACT

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

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

IX. NON-COLLUSION

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

X. CONFLICT OF INTEREST

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

XI. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

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

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

“NOTICE

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

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

And

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

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

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

XII. MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as **SCHEDULE “C”**

XIII. REFERENCES:

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

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

XIV. DISCLOSURE FORM:

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

XV. CRIMINAL DISCLOSURE FORM

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

XVI. ATTACHEMNTS

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Westchester and is NOT A BID. Submission of this proposal, attachments, and additional

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

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

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

Proposer Name

By: _____
Name and Title

ACKNOWLEDGMENT

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

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

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY-LIMITED LIABILITY COMPANY

I, _____,
(member or manager other than person executing the agreement)

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 Agreement on behalf of the LLC
(Person Executing Agreement)

was, at the time of execution, a manager of the LLC; that said Agreement 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.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, _____,
(Partner other than Partner signing contract)

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

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

and named in the foregoing Agreement; that _____,
(Partner Executing Agreement)

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

(Signature)

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

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

Notary Public

SCHEDULE “A”

SCOPE OF WORK

Pursuant to Title 20 CFR **Section 678.620**, the One-Stop Operator will be responsible for providing support services for the Westchester Putnam Local Workforce Development Board (“WDB”) and providing operational oversight of One-Stop Centers in the Westchester Putnam Local Workforce Development Area (“LWDA”).

Coordinate of One-Stop Partnership

- Coordinate services between the core WIOA Partners (WIOA Title 1, Adult Education, Vocational Rehabilitation, and Wagner-Peyser Employment Services) in the One-Stop System and Center(s) and will work with all funded Operators to facilitate partnering and implementation of agreed upon roles, resource sharing, and with the required One-Stop core partners via a Memorandum of Understanding, still to be developed. ¹
- Convene partners regularly to build affiliation and commitment.
- Work with partners to continuously improve the system
- Expand partnership and increase intergraded service delivery
- Arrange and offer cross-partner frontline staff training

Process and Service Provision

- Develop processes to monitor that all customers receive appropriate, timely, and effective WIOA services;
- Provide guidance on the development of a broad range of employment and training services to meet the needs of residents and employers to be provided in the One-Stop Center(s);
- Help implement a formal referral process for services within and outside of the Center(s);
- Conduct monthly meetings with representatives of the service providers in the One Stop System;

Accountability and Reporting

- Develop and implement a system to gather, analyze, and report performance of core partners, center processes, and system services;
- Perform continuous improvement activities to achieve high level of service quality and to enhance customer service;
- Ensure compliance with all State and local policies and procedures relative to One-Stop System and One-Stop Center;

¹ The members of the One-Stop partnership included: Westchester/Putnam Career Center Putnam County, DSS Mount Vernon Employment Center, Peekskill Employment Center, ACCES-VR White Plains District Office, NYSCB White Plains Area, Office Urban League of Westchester County, and Westchester County DSS.

- Prepare and submit monthly and quarterly reports for the Workforce Development Board

SCHEDULE “B”

Program Narrative

Agency Name: _____

Please respond to the questions posed in Section VII under “Proposal Narrative”. If more room is necessary to provide an adequate response, please feel free to attach additional pages. (Limited to 5 typed pages using 12-point font double spacing).

SCHEDULE “B-1”

Budget

Cost Categories	Annual Salary	Percentage	Charged to Program	5/1/2017-4/30/2018	5/1/2018-4/30/2019	5/1/2019-4/30/2020	5/1/2019-4/30/2021	Total Consolidated Budget
<u>A. Personnel Costs</u>								
Sub-total salaries								
<u>B. Fringe Benefits</u>								
Total Fringe Benefits								
Total Personnel								
<u>C. Non-Personnel Costs</u>								
<u>D. Other Than Personnel Costs</u>								
Total OTPS								
Total Program Costs								

SCHEDULE “B-2”

Budget Narrative

SCHEDULE “C”

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES

OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

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

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

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.

- 2.) is a business enterprise certified as a minority business enterprise (“MBE”) or women business enterprise (“WBE”) pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or

(d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

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

_____ No

_____ Yes

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

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

_____ Women

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

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

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

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

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

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "D"

REFERENCES

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

SCHEDULE "E"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

3.) Do any County officers or employees have an **interest**² in the Consultant or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

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

By signing below, I hereby certify that I am authorized to complete this form for the Consultant.

Name: _____

Title: _____

² "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.

Date: _____

SCHEDULE “F”

CRIMINAL BACKGROUND DISCLOSURE

INSTRUCTIONS

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

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

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

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

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.³ 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

³ 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.

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

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

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

- 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 Officer⁴. 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

⁴ 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.

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

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 because for refusing further consideration of my being utilized under this contract.

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

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

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

Name: _____
Title: _____
Date: _____

Notary Public

Date

APPENDIX

SCHEDULE "G"

SAMPLE CONTRACT

THIS AGREEMENT made the _____ day of _____ 20__ by and between

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

(hereafter the "County")

and

_____, having an office and principal place of business at _____

(hereinafter the "Operator")

FIRST: The Operator shall provide One-Stop Operator services for the Westchester County Department of Social Services, on behalf of the Westchester-Putnam Local Workforce Development Board (the "County"), as more particularly described in the Firm's proposal, dated _____, 20__ which is attached hereto and made a part hereof as Schedule "A" (the "Work"). The Work shall be carried out by the Operator in accordance with current industry standards and trade practices.

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

SECOND: The term of this Agreement shall commence on July 1, 2017 and shall terminate on June 30, 2018, unless terminated earlier pursuant to the provisions of this Agreement. The County, at its sole option, may extend the term of the Agreement for up to two (2) additional one year periods.

The Operator shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

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

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

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

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

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

Operator, then the Operator shall have the right to terminate this Agreement upon reasonable prior written notice.

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

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

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

SEVENTH: The Operator 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 Operator agrees:

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

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

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

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

TENTH: The Operator 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 Operator as an employer of labor. The Operator shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its

professional status and that of its employees, partners, associates, proposers and others employed to render the Work hereunder.

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

TWELFTH: All records or recorded data of any kind compiled by the Operator 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 Operator may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Director. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

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

The Operator 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 Operator agrees to enable the County's continued use of the deliverable, or to

modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

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

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

FOURTEENTH: The Operator and the County agree that the Operator and its officers, employees, agents, contractors, proposers and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In

accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, proposers and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

FIFTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

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

To the County:

with a copy to:

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

To the Operator:

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

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

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

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

TWENTY-FIRST: The Operator expressly agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Operator further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Operator shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Operator shall also use all reasonable means to avoid any appearance of impropriety.

The Operator represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Agency to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the

Agency) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

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

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

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

TWENTY-FOURTH: **VENDOR DIRECT PAYMENT:** All payments made by the County to the Operator will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Successful consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "G". Payments will be automatically credited to the Operator's designated bank account at the Operator's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail

notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Operator to the Department of Finance prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Operator that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

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

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

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

TWENTY-EIGHTH: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This

provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

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

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

By: _____
Name:
Title:

Approved as to form
and manner of execution

County Attorney
County of Westchester

SCHEDULE "H"

STANDARD INSURANCE PROVISIONS
(Contractor)

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

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

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

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

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

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

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

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

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

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

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

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

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

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

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

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

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

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