REQUEST FOR PROPOSALS

FOR

JOB PLACEMENT, JOB READINESS, AND JOB DEVELOPMENT SERVICES FOR THE TEMPORARY ASSISTANCE POPULATION (ADULT APPLICANTS AND RECIPIENTS ON FAMILY CASES)

ISSUE DATE: November 25, 2026
DUE DATE: January 6, 2027 at 4:00 pm

Issued By:

Leonard G. Townes
Commissioner

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

I. PROPOSAL INFORMATION

The County of Westchester (the "County") is requesting proposals from qualified entities to provide "Job Placement, Job Readiness, and Job Development Services to Temporary Assistance adult applicants and recipients on family cases (Safety Net Families and Family Assistance), age 18 and over, for the County's Department of Social Services (the "Department" or "WCDSS").

Copies of this Request for Proposals ("RFP") may be downloaded from the County's website for RFP's: http://rfp.westchestergov.com/rfp/rfps.jsp under "Job Placement, Job Readiness, and Job Development Services for the Temporary Assistance Population (Adult Applicants and Recipients of Family Cases)".

A.) PROCUREMENT SCHEDULE

Issue Date:	November 25, 2026
Requests for Clarification Due:	December 16, 2026 at 4:00 pm
Written Responses to Requests for Clarification Posted:	on or before December 23, 2026
Due Date:	January 6, 2027 at 4:00 pm

All times specified above and elsewhere in this RFP shall be understood to be Eastern Time.

B.) REQUESTS FOR CLARIFICATION

All requests for clarification must be submitted, as set forth below, no later than 4:00 pm on December 16, 2026.

All requests for clarification must be emailed to Edward Roberts at:
eqrc@ westchestercountyny.gov

The subject line of the email message must read "Request for Clarification – Job Placement, Job Readiness, and Job Development Services for the Temporary Assistance Population (Adult Applicants and Recipients of Family Cases) RFP" and, where technologically available, the email message must have an indicator marked for 'urgent', 'high importance', or an equivalent.

Formal written responses will be distributed by the County on or before December 23, 2026 by being posted on the County website for RFPs: http://rfp.westchestergov.com/rfp/rfps

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

C.) PROPOSAL CONTENT

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

requested.

1.) Cover letter, conforming to the guidelines specified below.
2.) Proposer Certification (Section IV)
3.) Schedule "D": Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
4.) Schedule "E": Certification Regarding Business Dealings with Northern Ireland
5.) Schedule "F": Disclosure of Relationships to County
6.) Schedule "G": Criminal Background Disclosure
7.) Schedule "H": Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans.
8.) The proposer's responses to the questions outlined in Schedule "A".
9.) Cost proposal, consisting of a completed Schedule "B" (summary page) and also a completed "Proposed Budget Form – Part 1" and "Proposed Budget Form – Part 2" for each year of the anticipated (i.e., year 1, which is the first year of the initial term; year 2, which is the first option year; year 3, which is the second option year; and year 4, which is the third option year).

Please be advised that each proposal must conform to the following guidelines:

1.) Each proposal MUST be signed with ORIGINAL SIGNATURES on ALL DOCUMENTS that require signatures.

2.) 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 proposal. Any proposal that lacks the required statement or has an unsigned cover letter will be rejected.

3.) Each proposal must be printed single-sided, in black ink, on standard, white, 8.5 x 11-inch paper. **(No double-sided printing.)**

4.) 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.

Each of one or more of the proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

D.) PROPOSAL SUBMISSION

Each proposer must submit:

(A) one (1) original hard-copy of its proposal,
(B) three (3) hard-copy copies of its proposal, and
(C) one (1) electronic copy of its proposal, in Adobe Acrobat (PDF) format.

The above-specified hard-copy materials must be submitted to the following address:

Edward Roberts
Department of Social Services Office of Work Activities
100 East 1st, 9th Floor Rm 908
Mt Vernon, New York 10550

The proposal must be in a sealed envelope clearly marked: "Proposal – Job Placement, Job Readiness, and Job Development Services for the Temporary Assistance Population (Adult Applicants and Recipients of Family Cases)".

The above-specified electronic copy must be e-mailed to:

eqrc@ westchestercountyny.gov

The subject line of the e-mail message must read "Proposal – Job Placement, Job Readiness, and Job Development Services for the Temporary Assistance Population (Adult Applicants and Recipients of Family Cases) RFP" and, where technologically available, the email message must have an indicator marked for 'urgent', 'high importance', or an equivalent.

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

E.) RFP AMENDMENTS OR ADDENDA

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

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 that is issued.

II. BACKGROUND, SCOPE OF WORK, AND ANTICIPATED TERM

A.) BACKGROUND

The objective of these services is to assist program participants in obtaining and retaining sustainable employment. In order to successfully integrate the participants into the workforce, it is essential that they possess the skills and support necessary to enter and compete in the labor force.

As of November 2**,** 2026, there are approximately 1,194 adults over 18 years of age and over on Family cases (Safety Net Families and Family Assistance) in Westchester County considered Non-Exempt "employable."

WCDSS employment related program services are provided through the Office of Work Activities, various units of the WCDSS, as well as through contracts with local providers. These services are offered at sites designated by the providers as well as at four (4) dedicated offices in Westchester. These offices are located in Peekskill, White Plains, Mount Vernon, and Yonkers.

B.) PROPOSAL OBJECTIVE/SCOPE OF WORK

The overall goal of this solicitation is to obtain competitive proposals to select the best qualified vendor to provide job preparation and job development services in order to improve the long-term labor market prospects for adult applicants and recipients on Family cases and to design a program that ensures the performance measurement indicators stated below are met. It is required that the proposer has a network of Westchester-based employers that will hire program recipients and also a comprehensive job bank directory with new job listings available to program recipients. Proposers must include letters of support from local employers in their proposals as well as proof of their job bank directory.

Staffing (these are the minimum staffing roles that a proposer should include)

Attitudinal/Job Readiness Trainer (or similar title) – conducts workshops to change participant's attitude towards employment, authority, culture, and peers, enabling them to succeed in the work place, skills training, or education programs. Assigns participants to Job Search and monitors their progress by verifying information provided by participant.

Employment Counselor (or similar title) – work one-on-one with applicant or recipient to engage them in employment, skills or educational training, Community Work Experience (CWEP), and job matching/job referrals. The same staff member will work with their assigned participant until their TA case is closed.

Financial Literacy Consultant (or similar title) – conducts workshops on financial literacy. Topics must include paying bills (rent, utilities, grocery using SNAP, other household expenses), banking, credit, credit repair, budgeting, saving, tax credits, and how to avoid identity theft.

Job Developer (or similar title) – establishes and maintains working relationships with local employers, industry organizations, and public agencies. The goal is to source job openings and secure employment opportunities for program participants. Meets one-on-one with program participants to go over employment history and put together a plan to help them enter or re-enter the workforce. Coaches and prepares job candidates to interview for jobs to which they have been matched. There should be no more than (1) position per contract allocated to this title.

Upfront Employment Worker (or similar title) – work one-on-one with applicants and recipients during the certification process to conduct Employment Orientations, Employment Assessments, and develop individualized Employment Plans. The worker will assess each individual's employment readiness, identify potential barriers to employment, and assist in determining the appropriate employability code to ensure proper classification and referral to employment-related services.

Additional staff to be noted by proposer with job duties listed.

A contract will be awarded, if at all, to the Proposer who best demonstrates a creative, innovative, and cost-effective approach to assisting program participants to achieve self-sufficiency through job placement in accordance with the following performance measurement indicators and as set forth in the scope of services in Section IV below.

<u>Performance Measurement Indicators (PMI)</u>

Engagement – required to engage 100% of WCDSS participant referrals. Engagement includes attitudinal/job readiness workshops, Job Search, employment, skills or educational training, and CWEP. Proof of this must be submitted to WCDSS within three (3) days of receiving a referral

Employment – required to place 50% of participants in jobs to meet engagement and participation hours

Employment Assessments/Employment Plans – 100% of referrals from eligibility staff during the upfront process to have completed Employment Assessments and Employment Plans within 30 days to determine proper coding as well as job readiness track.

Vendor staff must enter case notes in the State Welfare to Work Case Management System (WTWCMS) on each case. Vendor staff must notify WCDSS the same day upon finding out that participant found employment. Employment Specialists must reach out to the new hire within three (3) business days by phone, via mail or email, and in person when necessary, to go over available employment supportive services available to them.

Additional WTWCMS entries may be required.

All vendor staff may be required to be stationed at the local career centers or DSS offices in Westchester County: Peekskill, White Plains, Mt Vernon and Yonkers. Proposals must include a

letter of support from the career center with a clear understanding that the proposer will enter into an agreement with the career center to have vendor staff stationed there if their proposal is successful

All vendor staff must attend the necessary trainings to deliver the services as described in this RFP

Vendor will serve all adult family member employability codes:
16 – Work Limited – Non-Exempt
20 – Non-Exempt
27 – Employed Part-time or Full-time – Non-Exempt
29 – True Single Parent or Caretaker of a Child Under Six (6) years of age – Non-Exempt
40 – Parent or non-Parent Needed in the Home Part-time to Care for an Incapacitated/Disabled Household Member – Non-Exempt
46 – Expired Employment Waiver – Non-Exempt
57 – Partial Employment Waiver – Non-Exempt
64 – Substance Abuser – Non-Exempt

The vendor must also monitor monthly treatment plans, when necessary, for customers with employability codes 16 and 64 and provide this information to WCDSS staff. The agency reserves the right to redistribute the above employability codes as needed.

It should be noted that Vendors who fail to meet the PMIs will be subject to liquidated damages. Such liquidated damages will be negotiated with the successful proposer prior to contract execution.

Scope of Services

The successful proposer (the "Vendor", in this schedule) will provide all of the services described below.

The Request for Proposal focuses on these major service components:

1) Job Placement
2) Job Matching and Job Referrals
3) Job Development
4) Attitudinal and Job Readiness Workshops
5) Financial Literacy
6) Engagement and Case Management
7) Community Work Experience Program (CWEP) Placement and Development

The vendor will provide services to help adult applicants and recipients on Family cases obtain and retain employment. These services will include, but shall not be limited to the following:

Job Placement and Employment Supportive Services

The vendor will provide job placement and supportive services to all its participants. Job placement and activity placement is the primary outcome for this contract. Employment in the public or private sector with a minimum wage of $17.00 per hour is the goal. Jobs should be targeted in the industries that have the highest potential of career growth. Placement of participants in wage subsidy, On-The-Job training (OJT) or other jointly sponsored employer based initiatives is another tool the vendor should use in order to assist participants in gaining and retaining employment. The vendor is required to place 50% of the participants in jobs within a period not to exceed 90 days. The vendor will assign staff who will act as job coach, mentor, and support person to keep the employed participants working, self-sufficient, and assist them in securing better paying jobs. Post program follow up services will include speaking with the employed individuals on a weekly basis (or more often if needed) to resolve barriers that may cause them to lose their employment. These services must include documenting any interaction with the employed individuals for submission to WCDSS and be noted in the Welfare to Work Case Management System (WTWCMS). This is a State system which is used to track the employment activities of TA recipients and is used to gauge a Counties engagement rate (the percentage of recipients engaged in an activity) and participation rate (the percentage of recipients in what the State considers a "countable" activity. See section titled, "Countable Activities").

Job Matching and Job Referrals

The vendor will assign the applicant to an Employment Counselor who will immediately conduct an OTDA Employment Assessment (EA) to determine how recently the applicant separated from his/her previous job and if he/she has the necessary skills to go back to work. The Employment Counselor will prepare an OTDA Employment Plan (EP) with the participant to address employment barriers, needs, and the steps they will take to secure employment. If the applicant is determined to be ready to work, then the Employment Counselor will conduct job matching and make appropriate job referrals. The same Employment Counselor will keep engaging the applicant even after the applicant becomes a recipient. The goal is to assist the applicant in finding employment prior to him/her becoming a recipient.

Job Development

The Job Developer's role is to establish and maintain working relationships with local employers, industry organizations, and public agencies. The goal would be to source job openings and secure employment for program participants. The job openings must be shared with WCDSS Office of Work Activities on a weekly basis. The Job Developer must go over the notes entered in WTWCMS, meet one on one with program participants to go over their employment history, and put together a plan to help them re-enter the workforce. The Job Developer coaches and prepares job candidates to interview for job opportunities they have been matched to.

Upfront Employment Worker

The Upfront Employment Worker's role is to engage Temporary Assistance (TA) applicants and recipients during the certification process to assess their employability and identify appropriate employment-related services. The Upfront Employment Worker will conduct Employment Orientations, complete comprehensive Employment Assessments, and develop individualized Employment Plans based on each participant's work history, education, skills, employment goals, and potential barriers to employment. The worker will meet one-on-one with applicants and recipients to evaluate their ability to participate in work activities and assist in determining the appropriate employability code, including identifying individuals who may qualify for an exemption or require additional documentation. All assessments, employment plans, and case notes must be accurately documented in WTWCMS. The Upfront Employment Worker will coordinate with WCDSS Office of Work Activities to ensure participants are appropriately referred to employment services, training opportunities, or other assigned work activities based on their individual circumstances and program requirements.

Attitudinal and Job Readiness Workshop

A workshop that aims to change participants' attitudes toward authority, culture and peers, enabling them to succeed in further skills training or education programs as well as the workplace. Staff will assign participants to Job Search and monitor their progress by verifying information provided by participant. Components will also include, but not be limited to: interviewing skills/techniques, resume preparation, soft-skills, critical thinking, decision-making, conflict resolution.

Financial Literacy

Provide a two (2) hour workshop on financial literacy twice a month. Topics must include paying bills (rent, utilities, grocery using SNAP, other household expenses), banking, credit, credit repair, budgeting, saving, tax credits, and how to avoid identity theft.

Engagement and Case Management

Participants are assigned to one vendor Employment Counselor at intake, who will handle the case for as long as it is open. The participants must be assigned by the vendor to their Employment Counselor the same day they are referred (either manually or via systems) by WCDSS. Participants will receive a comprehensive needs assessment (OTDA Employment Assessment - EA) at first contact with the Employment Counselor. Based on this assessment, Employment Counselors will deliver services and work one-on-one with program participants to help them identify and overcome barriers to employment and determine the types of supportive services they need including transportation, clothing allowance, driver's license, tools, etc. They should identify the strengths, weaknesses, career interests, aptitudes, job readiness, academic or educational skills, basic literacy and numeracy levels, English language proficiency, work experience, licenses and certifications of the participant. The EA must be completed in WTWCMS within sixty (60) days of interviewing the participant. Employment Counselors are

expected to craft an individual service strategy (OTDA Employment Plan - EP) at first contact with the participant to address each participant's employment barriers, needs, and the steps they will take to secure employment. This EP must be completed in WTWCMS within sixty (60) days of interviewing the participant. It should be updated any time there is a change in the participant's circumstances. Ongoing monitoring and reporting on employment program services and customer participation will be a primary responsibility of the vendor.

The vendor will be responsible for all aspects of each participant's case until the participant has become employed, self-sufficient, and their case is closed: all assessments, referrals, follow-up, and case record management. The participant's case record must indicate at least two contacts per week, which will depend on the participant's needs, employment status, and OTDA Employment Plan (EP). In some cases, the frequency of contacts will be greater. The vendor will ensure that the participant receives the services needed to reach the goals on the Employment Plan (EP).

The vendor will provide case management services to program participants at two levels:

The first level of case management focuses on gathering information and providing the foundation that will lead to the program participant's ultimate goal of employment.
This level of case management will include orientation, job matching/referral to suitable employment opportunities, Employment Assessment (EA), Employment Plan (EP), and enrollment of individuals into a suitable work activity, including monitoring of same. The Employment Assessment (EA) and Employment Plan (EP) must be entered by the vendor into the Welfare to Work Case Management System (WTWCMS). The Employment Plan (EP) will detail the participant's personal information, educational and training accomplishments, personal strengths and assets, as well as the issues that may negatively affect the participant's employability. Further, the EP will list the resources, the timeline, the outcomes for each referral or assignment, and who is responsible for which action.

The second level of case management is to ensure that all the participants meet the State and County requirements to continue receipt of Public Assistance while assigned to CWEP, attitudinal/job readiness workshops, job search or occupational skills training. This level of case management will be handled by submitting appropriate information (including participant name, case number or CIN number, activity enrolled in with address, start date, schedule with days and hours, and activity duration) to WCDSS who will enter it into the Welfare to Work Case Management System(WTWCMS). WCDSS reserves the right to require the vendor to enter this information. Vendor staff will be responsible for entering case notes into this system. Participants will be required to participate in several mandated group and individual activities that include orientation, specialized workshops/services, or recertification/verification of employment activity. Each participant must be in an employment activity at all times. Failure to participate in the assigned employment activity can result in a sanction that may include the loss of Public Assistance.

The vendor will be required to maintain all participants' records and to make these available for review when so requested by WCDSS. The record must contain, but not be limited to, the following:

- Initial assessment (OTDA EA) – entered in WTWCMS
- Individual employment plan (OTDA EP) – entered in WTWCMS
- Work Activity Attendance sheets (i.e. CWEP, Attitudinal/Job Readiness Workshop, Training, etc.)
- Proof of vocational training enrollment for OJT, ITA, etc.- letter from the institution with schedule
- Proof of employment - letter on the employer letterhead and copy of current pay stub
- Non-compliance notifications
- Case notes in WTWCMS

Vendor will need to provide a month's worth of the participant's paystubs to the WCDSS Examiner staff for the budgeting of income. The vendor must also notify the Examiner staff about any and all non-compliance within one business day of the non-compliance

Community Work Experience Program (CWEP) Placement and Development

Unpaid work performed at a public or not for profit organization that will provide participants with the opportunity to acquire general skills, training, knowledge, and work habits necessary to obtain and retain employment. Placement of customers in CWEP sites (both existing and newly created) and monitoring of same (attendance, job performance, etc.). Participants will be rotated in order to gain new work experience and to emphasize that these placements are temporary and are intended to help the participants find permanent employment. The goal is to match program participants with CWEP sites that would improve their existing skills or allow them to gain new skills so that that they could return to work faster and stay employed. The vendor will recruit businesses to become CWEP sites. These sites should be in industries that are in demand and that match the skills and needs of the existing TA population. The vendor will follow the County procedures to enable the business to become an official site.

Countable Activities

The vendor will place participants in work activities for at least the minimum required number of hours weekly that count toward the engagement and participation rates. These activities shall include:

- CWEP
- Attitudinal and Job Readiness workshops (only 6 weeks, no more than 4 consecutive, in a 12 month period – separately or combined with Job Search)
- Job Search (only 6 weeks, no more than 4 consecutive, in a 12 month period – separately or combined with Job Readiness)
- Occupational skills training (must be in addition to 20 hours per week of another countable activity)
- Employment

Additional Responsibilities/Services:

The vendor will adhere to the policies and procedures spelled out in the Temporary Assistance and Supplemental Nutrition Assistance Program Employment Policy Manual, NYS Office of Temporary & Disability Assistance, and Westchester's Biennial Employment Plan.

The vendor will work cooperatively with WCDSS towards implementation of this program and other employment related projects, including participation in meetings related to the development and use of evaluation tools as required by the Department.

The vendor will collect and store documentation in WCDSS electronic case file system, IEDR. The vendor will use all automated tracking systems: Welfare to Work Case Management System(WTWCMS), Terminal Emulation Mainframe Access Gateway ("TeMag"), COGNOS software used by the State to run reports, and any other employment Management Information Systems. The vendor will be required to input correct and complete information into all automated systems. Failure to timely enter, complete, correct data shall be cause for contract termination.

Monthly Detailed Reports:

The vendor will be required to submit a monthly report ten (10) days after the end of each month. If this day is a weekend or a holiday, the report will be submitted on the next business day. The following reports will be provided to the County on a monthly basis, or more frequently where indicated:

- Weekly orientation and assessment attendance reports
- Upfront Employability Code reports
- Weekly no-show and non-compliance reports
- Weekly job development report
- Monthly Activities report, which includes:
    - Roster of customers (name and case number) referred to an activity and what that activity is
    - Referral date
    - Activity duration (start date/end date)
    - Activity completion date
- Monthly Job Placement report
- Performance Measurement Indicator (PMI) sheet
- Other program related information as requested by WCDSS

The vendor will agree to provide DSS with any other descriptive and statistical reports that the Department may require for the life of the contract.

Role of the Department

WCDSS Office of Work Activities will assist in the implementation of the successful proposer's Job Placement, Job Readiness, and Job Development Services Plan as well as its coordination with other departmental units and contracted agencies as necessary:

1. Clarify and communicate the goals for TA population, specifically non-exempt participants
2. Take timely and appropriate action for all complying and non-complying customers
3. Provide supportive services as needed
4. Refer program participants on a weekly basis, or as available
5. Monitor the successful proposer's program performance
6. Meet with the successful proposer on a regular basis to discuss program and policy issues
7. Provide ongoing feedback and technical assistance in program areas, as necessary, including IT system related issues, and system assignment rights

C.) ANTICIPATED TERM

The initial term of any agreement awarded pursuant to this RFP will be for one (1) year, commencing on or about April 1, 2027 and continuing through March 31, 2028. WCDSS, at its sole option, may renew the Agreement for up to three (3) additional one (1) year terms on the same terms and conditions, including price proposal, as the initial term.

III. LEGAL

A.) UNDERSTANDINGS

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

- any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;

- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;

- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

- any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the Westchester County Attorney.

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

The Proposer must also agree and understand that if their proposal is selected, they will enter into an agreement with the County, wherein obligations of the County are subject to the receipt of funds from the United States of America and/or the State of New York, and that no liability shall be incurred beyond the Funds made available from the United States of America and/or the State of New York to the County for this Agreement.

B.) PROPOSAL EVALUATION

In selecting a proposer with whom to commence contract negotiations, and in ultimately seeking to award a contract based upon 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 and Procedures.

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.

Proposal Evaluation Criteria:

- A demonstration of competency in the past performance record of the proposer
- Level of innovation demonstrated in the approach to the provision of services
- Ability to consolidate and more economically deliver specified services
- Plan for improvement in the quality of services to be provided to the TA population
- The organizational size and structure's ability to handle the volume of customers eligible for service
- Operational capacity- data systems, personnel, service location, linkages, etc.
- Soundness of program proposed- proposal should describe the nature of the proposer's plan for administering employment related program services to the TA population
- Responsiveness to the program design/work plan of this RFP
- Experience providing the services requested by this RFP
- Experience providing services requested by this RFP to New York counties of similar size to Westchester County. While no preference will be given to respondents who are or have been vendors to the Department, for those with such a history, an additional component of the evaluation process will comprise past performance on Departmental contracts
- Performance Highlights; number of customers served, types of populations served, and job placement rate
- Strategies designed to keep participants active in all aspects at all points in the program. Specific efforts will be made to keep the dropout rate to a minimum. The vendor must state specifically proposed outreach and/or drop-out prevention strategies
- Membership in appropriate professional organizations.
- Current job listings and/or network of Westchester based employers
- Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.
- Letters of support from local employers
- Letters of support from local career centers
- Price proposal for services. This should include fixed fees with performance metrics specific to Job Placement and Job Development services. (Proposer must include a budget for each of the four years)

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

C.) CONTRACT

After selection of the successful proposers, 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 in continuous effect policies of 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/or 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."

D.) NON-COLLUSION

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

By submission of this proposal, the proposer and each person signing on behalf of the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

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

If the proposer cannot make the above certification, the proposer shall include in its cover letter a

statement saying that the proposer cannot make the above certification and setting forth in detail the reasons why it cannot do so.

E.) CONFLICT OF INTEREST

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

F.) CONTENTS OF PROPOSAL AND FREEDOM OF INFORMATION LAW

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

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

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

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

and

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

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from

disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

G.) MBE/WBE

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

H.) MACBRIDE PRINCIPLES

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

I.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

J.) CRIMINAL BACKGROUND DISCLOSURE

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

K.) SERVICE-DISABLED 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".

[NO FURTHER TEXT ON THIS PAGE]

IV. PROPOSER CERTIFICATION

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

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

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

_____
Proposer Name

By: _____
Name:
Title:

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

ACKNOWLEDGMENT

STATE OF _____)
) 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

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 _____)
) 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 _____)
) 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 _____)
) 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

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY PARTNERSHIP)

I, _____ certify that I am a
(Partner other than Partner signing the document for the LLP)

Partner of _____
(Name of Limited Liability Partnership)

(the "LLP"), 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 LLP was, at the time of signing, a Partner of said LLP; that said document was duly signed for and in behalf of said LLP and as the act and deed of said firm for the purposes therein mentioned.

_____
(Signature)

STATE OF _____)
) 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 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 partner of said LLP; that he/she is duly authorized to execute said certificate on behalf of said LLP, and that he/she signed his/her name thereto pursuant to such authority.

_____
Notary Public

SCHEDULE "A"

On one or more separate sheets of paper, please answer all of the questions listed below. Please be sure to thoroughly answer each question and provide all necessary information. However, your responses to these questions cannot exceed fifteen (15) pages in total.

1.) Provide all of the information requested below:

PLEASE NOTE:

The entity named in response to question 'A', below, must be the entity that ultimately contracts with the County for the services solicited by this RFP. The proposer's responses to the other items below must be for that specific entity that is submitting the proposal as the proposer. If the proposer is proposing to have one or more other entities provide portions of the services solicited by the RFP, that can be proposed in response to question 'L', below. However, the named proposer will still be required to be the entity that actually contracts with the County.

A. Proposer's Name
B. Proposer's Address
C. Proposer's Telephone Number
D. Proposer's Fax Number
E. Proposer's Federal ID Number
F. Proposer's Contact Person's Name and Title
G. Proposer's Contact Person's Address
H. Proposer's Contact Person's Telephone
I. Proposer's Contact Person's Email Address
J. The year the proposer was founded.
K. Total number of employees employed by the proposer.
L. A list of all entities to whom the proposer is proposing to subcontract any portion(s) of the work solicited by this RFP. For each proposed subcontractor, the proposer must:
    1.) provide all of the information requested in 'A' through 'K', above;
    2.) detail all portions of the solicited services that are proposed to be performed by such subcontractor;
    3.) provide the subcontractor's own responses to all questions below, except for questions #6 and #7; and
    4.) provide, in the proposer's response to questions #6 and #7, additional information from the proposed subcontractor when appropriate and relevant to the portions of the solicited services that are proposed to be performed by such subcontractor, with all such additional information labeled as having been provided by the proposed subcontractor.

If the proposer is not proposing any subcontractor(s), the proposer must specify that in response to this question 'L'.

2.) *(Fill in below, corresponding to the Proposal Evaluation Criteria from Part III)*

- A demonstration of competency in the past performance record _____
  _____
- Level of innovation demonstrated in the approach to the provision of services
  _____
- Ability to consolidate and more economically deliver specified services_ _____
  _____
- Plan for improvement in the quality of services to be provided to TA recipients
  _____
- The organizational size and Proposer's ability to handle the volume of customers eligible for service_
  _____
- Operational capacity- data systems, personnel, service location, linkages, etc.
  _____
- Soundness of Program Proposed- proposal should describe the nature of the proposer's plan for administering Employment Related Program Services for TA
  Population
- Strategies designed to keep participants active in all aspects at all points in the program. Specific efforts will be made to keep the dropout rate to a minimum. The vendor must state specifically proposed outreach and/or drop-out prevention strategies.
  _____
- Responsiveness to the program design/work plan of this RFP _____
  Years of experience providing the services requested by this RFP _____
  Years of experience providing services requested by this RFP to New York counties of similar size to Westchester County
  _____
- Yearly Performance Highlights; number of customers served, types of populations served, job placements) _____
- Current job listings and/or network of Westchester based employers
- Letters of support from local employers
- Letters of support from local career centers
- Membership in appropriate professional organizations_____
  Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County
- Price proposal* for services_____

**With regard to "Price Proposal", Proposers are advised to provide a fixed fee. Failure to do so will disqualify your proposal from consideration.*

[NO FURTHER TEXT ON THIS PAGE]

3.) **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

*It is preferred that the Proposer holds the prime contract for each reference provided.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "B"
PROPOSED BUDGET

Summary

TERM/YEAR	TOTAL NOT-TO-EXCEED AMOUNT
YEAR ONE (Initial Term, 1st Year): __/27 – __/28):	$_____
YEAR TWO (1st Option Year): _/28 – __/29):	$_____
YEAR THREE (2nd Option Year): __/29 – __/30):	$_____
YEAR FOUR (3rd Option Year): __/30 – __/31):	$_____

[BUDGET FORMS TO BE COMPLETED BEGIN ON THE FOLLOWING PAGE]

[NO FURTHER TEXT ON THIS PAGE]

PROPOSED BUDGET FORM – PART 1

Proposer's Name: _____

Year ____ (_____, 202__ to _____, 202__)

Personnel:

Salaries

Name	Position	Yearly Salary	FTE	Amount
				$
				$
				$
				$
				$
				$
Fringe %	Fringe items included:			$
Total Salaries & Fringe				$

Note: Please note that salaries in the category above are those salaries exclusively dedicated to the program. Any other salaries that give support to the program are considered administrative & overhead. Refer to the Administrative & Overhead category for more information.

OTPS (Other Than Personnel Services):

Telecommunications		$
Rent		$
Supplies		$
Utilities		$
Equipment		$
Maintenance	If maintenance is performed by a salaried employee, the salary should be included in the Administrative & Overhead category unless the staff is exclusively hired for the program.	$
Travel		$
Miscellaneous	This should be specified in order not to include expenses already stated above.	$
Total OTPS		$

Total Direct Costs	Total of Salaries & Fringe and OTPS	$
Administrative & Overhead	Administrative & Overhead expenses pertain to costs that the agency considers necessary in order to give support to the program being funded. DSS needs evidence that those expenses are distributed proportionately among other programs. This will guarantee that all costs charged to DSS are really in support of the program.	$
A&O as % of Total Direct Costs		____%

Total Budget $

PROPOSED BUDGET FORM – PART 2

Year ___ (_____, 202__ to _____, 202__)

The purpose of this form is to provide the Department of Social Services with supplemental information to explain how the proposed budget was determined. Using the template charts below, please provide brief but detailed descriptions of expenses included in each budget category and explanations on how the expenses may relate to producing the anticipated results. The proposer may add rows to the charts, as necessary; however, please do not attach additional documents to this form.

Personnel Services

For each staff member identified under Personnel Services, provide a brief description on how the person's FTE allocation was determined. Staff whose responsibilities are not directly related to the particular requested program, such as the CEO, CFO, human resources and fiscal personnel, should be accounted for in the OTPS Administrative & Overhead category.

Staff Name	FTE (%)	Explanation / Justification/Location where service is being provided

Other Than Personnel Services (OTPS)

Using the format below, please break down the costs that comprise of the following categories.

1. **Telecommunications** – Include separate line for land lines, cell phones, internet service, and any related maintenance costs.

Item	Amount ($)
Total Telecommunications Cost	

Explanation/Justification:

2. **Rent**

Item	Amount ($)
Total Rent Cost	

Explanation/Justification:

3. **Supplies**

Item	Amount ($)
Total Supplies Cost	

Explanation/Justification:

4. **Utilities**

Item	Amount ($)
Total Utilities Cost	

Explanation/Justification:

5. **Equipment**

Item	Amount ($)
Total Equipment Cost	

Explanation/Justification:

6. **Maintenance**

Item	Amount ($)
Total Maintenance Cost	

Explanation/Justification:

7. **Travel**

Item	Amount ($)
Total Travel Cost	

Explanation/Justification:

8. **Miscellaneous** – This category captures any other major, direct expenses not accounted for in the previous categories. Miscellaneous expenses can include, but not limited to, contractual services, consulting services, equipment rental and/or leasing. If Contractual Services entail sub-contractors, please provide a list of sub-contractors and copy of existing contract, if applicable.

Item	Amount ($)
Total Miscellaneous Cost	

Explanation/Justification:

9. **Administrative & Overhead** – Indirect costs that may apply to several programs, areas, or functions of the agency and are not readily or easily assigned to a specific program. For example, the personnel costs of the CEO, CFO, human resources and fiscal employees would fit in this category. Other administrative & overhead costs should be included. Any cost that is budgeted completely or partially in an itemized direct costs category may not be part of the budgeted Administrative & Overhead costs.

Item	Amount ($)
Total Administrative & Overhead Cost	

Explanation/Justification:

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

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.l.) 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.

All Contracts involving the use of explosives, demolition, and/or underground work shall provide 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 and name the "County of Westchester" as additional insured:

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

(e) Professional Liability. The Contractor shall provide proof of such insurance. (Limits of $1,000,000 per occurrence/$3,000,000 aggregate).

(f) 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/3,000,000 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 premiums or for assessments under any form of policy.

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

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "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 company, 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

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[NO FURTHER TEXT ON THIS PAGE]

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

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

D. The Contractor agrees that the warranties and representation in paragraph "A" will be material conditions of the 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 the 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 the agreement and the cost to the County of completing performance of the 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 the 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 the agreement or by operation of law or in equity.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "F"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

_____

[NO FURTHER TEXT ON THIS PAGE]

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

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

SCHEDULE "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.[1] Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this proposal.

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

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

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

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

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

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

Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer[2]. 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.

[2] Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

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: _____

By submitting this proposal, I, as the signatory to the cover letter for this proposal, certify that I am a principal or a representative of the proposer and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked 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 as follows:

If none, check this box: ☐

1. _____

2. _____

3. _____

(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 as follows:

If none, check this box: ☐

1. _____

2. _____

3. _____

(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 signing the cover letter to this proposal, 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.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "H"

For Informational Purposes Only

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY SERVICE-DISABLED 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, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

[NO FURTHER TEXT ON THIS PAGE]