

**INVITATION TO SUBMIT PROPOSALS
FOR THE PROVISION
OF**

**POST-CONVICTION SEX OFFENDER, DOMESTIC VIOLENCE, DWI AND OTHER
OFFENDER TESTING BY POLYGRAPH EXAMINER**

FOR

**THE WESTCHESTER COUNTY DEPARTMENT OF PROBATION
111 MARTIN LUTHER KING JR. BLVD, 6th FLOOR
WHITE PLAINS, NEW YORK 10601**

PROPOSAL DUE DATE: November 30, 2022 @ 5:00 p.m.

Interested parties may obtain the complete Request for Proposals (“RFP”), including application, from the Westchester County website for RFPs at www.westchestergov.com/rfp.

Department of Probation Contact:

Jim Duque
Assistant Commissioner
Westchester County Department of Probation
111 Martin Luther King Jr. Blvd., 6th Floor
White Plains, New York 10601
Email: JED1@westchestergov.com

Please be advised that all matters concerning this RFP, from the date of issuance until the contract awards are made, are to be directed in writing to the above named contact person.

REQUEST FOR PROPOSALS

WESTCHESTER COUNTY DEPARTMENT OF PROBATION

I. INTRODUCTION

The Westchester Department of Probation (the “Department”) invites proposals from qualified proposers to provide post-conviction sex offender, domestic violence, DWI and other offender testing by polygraph examiners to the County for the period January 1, 2023 through December 31, 2023.

An original and three (3) completed copies of the proposal MUST be received no later than November 30, 2022 at 5:00 p.m. at the following address:

Jim Duque
Assistant Commissioner
Westchester County Department of Probation
111 Martin Luther King Jr. Blvd., 6th Floor
White Plains, New York 10601

Copies of this Request for Proposals (“RFP”) may be downloaded from the County’s website for RFPs: <http://www.westchestergov.com/rfp> under “Rental Supplement Program”.

A.) PROCUREMENT SCHEDULE

Issue Date:	October 25, 2022
Requests for Clarification Due:	November 11, 2022 at 5:00 p.m.
Written Responses to Requests for Clarification Posted:	On or before November 18, 2022
Due Date:	November 30, 2022 at 5:00 p.m.

B.) REQUESTS FOR CLARIFICATION

All requests for clarification must be submitted, as set forth below, no later than 5:00 p.m. on November 11, 2022. All requests for clarification must be submitted in writing to:

Jim Duque
Assistant Commissioner
Westchester County Department of Probation
111 Martin Luther King Jr. Blvd., 6th Floor
White Plains, New York 10601
Email: JED1@westchestergov.com

Formal written responses will be distributed by the County on or before November 18, 2022 by being posted on the County website for RFPs: <http://www.westchestergov.com/rfp>

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

C.) PROPOSAL SUBMISSION

Each proposer must submit one (1) original and three (3) copies of its proposal to:

Jim Duque
Assistant Commissioner
Westchester County Department of Probation
111 Martin Luther King Jr. Blvd., 6th Floor
White Plains, New York 10601

The proposal must be in a sealed envelope clearly marked: **“PROPOSAL – POST CONVICTION POLYGRAPH TESTING”**.

The original and all copies of each proposer’s proposal must be received by the County by the stated due date and time. The County is not responsible for any internal or external delivery delays that may cause the proposer’s proposal to arrive beyond the deadline. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

D.) RFP AMENDMENTS OR ADDENDA

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

II. BACKGROUND

The Department instituted the specialized Sex Offender Supervision Unit in 1990 and has been a consistent leader in the field of sex offender management for the past 30 years. The Department’s Containment/Management model employs the use of dedicated probation officers working in tandem with specialized sex offender treatment as well as post-conviction polygraph services, the latter having been an integral part of the model since 1992.

The Probation Sex Offender Program has continuously evolved to reflect best practice as we determine from our outcomes. Over the span of the program, the recidivism rate for offenders has ranged between zero to 2 percent, but no higher. This is an inordinately low rate and serves as a testament to the fine work of all professionals involved. The Department hosts on-site sex offense specific treatment at the White Plains Office located at 111 Dr. Martin Luther King, Jr. Blvd., White Plains, New York

In 1996, the Department was named one of ten original mentor sites by the United States Attorney General. These sites were located throughout the United States. Mentor sites consisted of agencies or programs where others in the field could view best practice initiatives.

The Department has a dedicated Polygraph Examination office on the 7th floor of our White Plains Office which provides a professional environment to conduct examinations. The fact that the Sex Offender Unit is also housed in the White Plains Office creates efficiency in sharing information with the examiner, and guarantees that problems can be addressed on a timely basis and exit interviews can be conducted.

As is the usual practice in the field, polygraph examinations are performed to buttress the clinical work offered by the specialized sex offender treatment program. The Department does not generally submit Violations of Probation to the Court on examinations that are deemed deceptive. However, examinations are used to inform the work of both the clinician and the Probation Officer in working on issues with the offenders.

Polygraph Examiners that contract with the Department are expected to fully share any and all information concerning the examinations and information received with both the Probation staff and the sex offense clinician. In this manner, all facets of the program are working as one in order to fulfill the mandate of appropriate probation supervision.

The Department strives to continue to be a leader in offender management. It is developing protocols to institute Polygram Examinations in other specialized areas such as Domestic Violence and DWI, as well as any other innovative programmatic utilization of polygraph techniques which will improve community safety.

III. SCOPE OF WORK

Polygraph Examinations are an integral part of the Containment/Management program instituted by the Department. The examiner trained in Post-Conviction Sex Offender Testing (PSCOT) works in tandem with the Probation Officers in the Sex Offender unit of the Department, as well as the clinician providing sex offense specific treatment in a collaborative team approach. All Polygraph Examinations provided in this milieu are critical to the containment approach to sex offender supervision. Polygraph Examinations assist in the treatment and supervision of sex offenders on probation for the purposes of community protection. This same model is being applied to Domestic Violence Offenders with similar expectations. The Department will work in collaboration with the selected proposer to determine possible expansion into other areas of supervision as deemed appropriate.

In collaboration with other programs that comprise the components of the Containment. Management model in Westchester County, namely the Probation Sex Offender unit and specialized clinicians, the Polygraph Examiner is expected to make themselves available to these other members of the team as needed for case management communication.

The selected proposer is expected to perform Polygraph Examinations for individuals within twenty (20) business days from time of referral by the Department. The supervising probation officer on a case shall be responsible for insuring that relevant information is received by the Polygraph Examiner allowing for an appropriate examination. In cases where a Sex Offense History Examination is sought, the Polygraph Examiner shall receive a sex offense history questionnaire that will have been completed by the probationer as part of the treatment process. The selected proposer must ensure that any issues that require clarification are discussed with the clinician and/or Probation Officer prior to the examination.

All individuals who are subject to a Polygraph Examination are also subject to an “exit interview” conducted by the examiner and an officer of the Sex Offender Unit following all examinations. Verbal reports on the outcome of the Polygraph Examination will be shared during the exit interview. If, for some reason, an exit interview is not possible following the Polygraph Examination, the selected proposer must contact the Supervisor of the Sex Offender unit within twenty-four (24) hours in order to convey results of the test.

Complete written reports for Polygraph Examinations conducted must be received by the Sex Offender Unit no later than 10 working days from the date of the examination. The Examiner must reply to any correspondence from the Probation Department within five (5) business days.

Reports at a minimum must contain:

- Examinee's name
- Examiner's name
- Date of examination
- Beginning and ending times of examination
- Reason for examination
- Statement attesting to the offender's suitability for polygraph testing (medical/psychiatric/developmental)
- Date of last post-conviction polygraph (if known)
- Pre-Test Information, including disclosures of all relevant information provided by the offender
- Relevant Questions
- Post Test Information (if appropriate), including disclosures of all relevant information provided by the offender
- Reasons for inability to complete exam, including presence of countermeasures, (if applicable)
- Conclusion
- Any additional information deemed relevant by the polygraph examiner including behavioral observations or verbal statements

The selected proposer must notify the supervising Probation Officer or Supervisor within twenty-four (24) hours of any victim or significant safety concern(s) about the probationer.

The selected proposer must notify the Probation Officer or Supervisor within twenty-four (24) hours of any probationer who fails to attend a scheduled Polygraph Examination or if a scheduled exam is cancelled for any reason.

The selected proposer must video and audio record all Polygraph Examinations and provided a copy of this recording to the Probation Department for all tests.

Polygraphs can be referred for quality control evaluations as deemed appropriate.

IV. TERM

The term of any ensuing agreement will commence on or about January 1, 2023, and will continue through December 31, 2023, with the County having the option, in its sole discretion, to extend the agreement for four (4) additional one year terms.

V. QUALIFICATION OF PROPOSERS

Proposers which are eligible to receive a contract under this RFP must possess appropriate certification and experience as stated below prior to the awarding of this contract:

- a) Graduation from a Basic Polygraph Program accredited by the American Polygraph Association;
- b) Certification in Post-Conviction Sex Offense Polygraph Testing (PCSOT) with proof of completion of the 40-hour program;
- c) Experience performing Post-Conviction Sex Offender Polygraph Testing, preferably with a minimum of 75 exams;
- d) Previous experience working with Probation Departments, Law Enforcement Agencies and sex offense specific treatment programs. *Proposers must supply a list of verifiable agencies that they have performed PCSOT examinations for.
- e) Verifiable experience in conducting the following types of Post-Conviction Sex Offender Polygraph Testing Examinations:
 - Disclosure Over Instant Offense
 - Disclosure Over Sexual History
 - Maintenance/Monitoring Examination
 - Specific Issue Polygraph Examinations
- f) Experience preparing detailed reports for Probation Departments, Law Enforcement Agencies and clinicians working with sex offenders. Reports must include, at a minimum:
 - Examinees name
 - Examiners name
 - Date of examination
 - Beginning and ending times of examination
 - Reason for examination
 - Statement attesting to the offender's suitability for polygraph testing (medical/psychiatric/developmental)
 - Date of last post-conviction polygraph (if known)
 - Pre-Test Information, including disclosures of all relevant information provided by the offender
 - Relevant Questions
 - Post Test Information (if appropriate), including disclosures of all relevant information provided by the offender

- Reasons for inability to complete exam, including presence of countermeasures (if applicable)
 - Conclusion
 - Any additional information deemed relevant by the polygraph examiner including behavioral observations or verbal statements
- g) Experience in, and ability to provide, sworn testimony in Court
- h) Indication as to whether Spanish Speaking exams can be conducted.

VI. PROPOSAL EVALUATION

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.

1. Qualifications and Experience – The Proposer must meet the minimum qualifications for certification in Basic Polygraph Course and Post-Conviction Sex Offender Polygraph Testing, as well as possessing the experience in the field as stated previously in the RFP.

Proposers must also adhere to the established ethics, standards, and practices of the American Polygraph Association.

2. Proposers must provide at least three examples (redacted as appropriate) of written reports pursuant to PCSOT examinations performed for a qualified agency. These must include at least one (1) Disclosure Over Instant Offense examination report, one (1) Disclosure Over Sex Offense History examination report, and one (1) Maintenance/Monitoring examination report. These examples will be judged for content as part of the process of awarding the RFP. proposer's reports must meet minimum criteria for reports as detailed in this RFP.

3. Availability – The proposer must be available to provide scheduled polygraph services on-site at the office of the Westchester County Department of Probation located at 111 Dr. Martin Luther King, Jr, Blvd., White Plains, NY., during the hours of 8:00am to 5:00 pm., Monday through Friday. This must be agreed upon prior to consideration of any proposal.

4. The proposer must be available to meet with Probation Department staff, as well as clinicians to review all pertinent information concerning a proposed examination for an individual and as needed for case management communication. This may be done in person, or over the phone when appropriate.

5. The Proposer must be available to Probation staff for exit interviews with probationers, on site at the office of the Westchester county Department of Probation located at 111 Dr. Martin Luther King, Jr. Blvd., White Plains, NY, following all polygraph examinations.

6. Proposer must possess the equipment necessary to conduct Polygraph Examinations.
7. The proposer must be willing to video and audio record all examinations performed and provide a copy of the recording to the Probation Department and be willing to upload said recording with charts to a secure county server.
8. Reasonableness of Implementation Plan –proposers should propose a program that can be initiated within the proposed time constraints.
9. Soundness of Program Proposed – Proposals should describe the nature of the proposer’s program for Post-Conviction polygraph testing, and any other innovative programmatic utilization of polygraph techniques which will improve community safety, referring to best practices for Sex offender and DV testing as appropriate. If applicable, Proposer should include in this section if and how polygraphs for Spanish speaking individuals will be handled.
10. Reasonableness of Budget – proposers should propose a cost effective program. The program budget should assure the delivery of a quality service by well trained and well supervised staff. Proposers should include a fee schedule for every type of exam with their proposal. Additionally, Proposers must include a fee schedule for all other items including:
 - a. Fee expected for court attendance and testimony
 - b. Fee for recordings of examinations for probation records
 - c. Fee for execution of quality control protocols
 - d. Miscellaneous (please specify)

VII. LEGAL UNDERSTANDINGS

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

- That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;
- By submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

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

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

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

VIII. PROPOSAL REQUIREMENTS

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

- 1.) Cover Letter (see instructions below)
- 2.) Proposer Certification (Section XIX)
- 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: Service-Disabled Veterans Questionnaire
- 8.) The proposer's detailed Narrative in accordance with Schedule "A" attached hereto and the instructions below:

These instructions are intended to guide proposers in formulating an acceptable program narrative. Please use the headings listed in the outline in Schedule "A".

I. Description of Proposer:

Provide a brief description of the proposer and/or Staff, focusing on the experience and qualifications to provide Post-Conviction Sex Offender and Domestic Violence, and other Polygraph Testing including:

- The nature and extent of its experience in providing Post-Conviction Sex Offender Testing examinations for sex offenders involved with the criminal justice system either with respect to Probation or Parole agencies, and any other community corrections related polygraph testing.
- Certifications, licenses and affiliations currently held by the proposer and/or staff.

b. Organizational Structure

- Provide an organizational chart of the Proposer's entire organization and indicate the relationship of the proposed program to the other programs operated by the Proposer.

- Provide the organizational chart of the proposed Post-Conviction Polygraph Examiner Program

c. Administrative Control

- Specify and indicate the role of proposer administrators providing oversight for the project.

- Describe the processes to be employed to monitor performance and assure quality control.

II. Program Description and Methodology:

- a) Describe the approach your organization proposes to take in meeting the needs of respondents to be served under this program. Proposer will describe in their narrative how the services will be provided as a Post-Conviction Polygraph Testing program.

- b) When considering the proposed program design, proposer is strongly encouraged to implement best-practice, evidence based program and service design, which is outcome driven, research based data and proven effective.

- c) Staffing Plan - Staffing is indicated by naming staff titles and the number of Full Time Employees ("FTE") per title. Outline in the Personnel and Qualifications table as so indicated. Provide additional detail in the Narrative.
 - Briefly describe the number and type of staff. Indicate Proposer requirements for staff qualifications.

 - Specify the level and frequency of staff supervision.

 - Describe the proposer's plan for initial orientation and on-going training

 - Include the resumes and/or job description including qualifications of all staff to play a leadership role in the program (e.g. program director, polygraph examiners).

9.) A price proposal for the first year, and for each of the succeeding terms, should the County, in its sole discretion, exercise the option to extend the agreement for any or all of the optional additional four (4) year terms, in accordance with Schedule “B” attached hereto (i.e., year 1; year 2, which is the first option year; year 3, which is the second option year; year 4, which is the third option year; and year 5, which is the fourth option year).

10.) Identification of Key Personnel. Identify and provide background information on the key personnel who would provide services to the County. The proposal must include the professional qualifications and experience of these individuals. Including specific certifications to conduct Polygraphs and Post-Conviction Sex Offender Polygraphs. Documentation of ability to conduct polygraph in Spanish, if applicable.

11.) Timetable. Provide a timetable for completion of the assignment (if the County has set forth specific deadlines above, then provide a timeline for meeting those deadlines, including all interim milestones necessary to complete the project).

12.) Quality Control. Provide detailed explanation of quality control protocols. For example, randomized process for validation of results.

13.) Experience: The proposal must list the proposer’s:

- 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.
- Membership in appropriate professional organizations.
- Expertise of individuals whom the proposer has identified as the individuals who will provide the services to the County.

14.) Proposals must be submitted on the proposer’s letterhead and signed by an authorized representative of the proposer.

15.) The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that **“this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of one hundred twenty (120) days from the deadline for acceptance of proposals as set forth herein.”**

16.) An original and three (3) completed copies of the proposal MUST be received no later than November 30, 2022 at 5:00 p.m. at the following address:

Jim Duque
Assistant Commissioner
Westchester County Department of Probation
111 Dr. Martin Luther King Jr. Blvd., 6th Floor
White Plains, New York 10601

17.) Proposal must be typed or printed in black ink. All corrections made by the proposer prior to proposal submission must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.

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

19.) Proposals must be signed. Unsigned proposals will be rejected.

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

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

IX. CONTRACT

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

Each proposer accepts and agrees that, if selected by the County, it will be asked to sign a contract including, but not limited to the following, or language in substantially the following form:

1.) INSURANCE, INDEMNIFICATION, AND DEFENSE

“(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Consultant 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, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Consultant or third parties under the direction or control of the Consultant; and

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

2.) NON-DISCRIMINATION

"The Consultant 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 Consultant acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others."

3.) COMPLIANCE WITH LAWS

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

4.) RECORDS

"All records or recorded data of any kind compiled by the Consultant in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the

Chief Information Officer. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all work performed by Consultant 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 Consultant 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 Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

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

5.) FUNDING AND APPROPRIATIONS

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

the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

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

X. 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.

XI. APPLICABLE LAWS/CONFLICT OF INTEREST

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

XII. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position

or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

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

“NOTICE

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

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

and

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

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

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

XIII. 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”.

XIV. 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".

XV. 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".

XVI. CRIMINAL BACKGROUND DISCLOSURE

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

XVII. 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, the Contractor agrees to complete the questionnaire entitled Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans attached to this RFP as Schedule "H".

XVIII. INDEPENDENT PRICE DETERMINATION

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

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

XIX. PROPOSER CERTIFICATION

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

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

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

Proposer Name

By: _____
Name and Title

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

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____ (Law
under which organized, e.g., the New York Business Corporation Law) named in the foregoing
agreement; that

(Person executing agreement)

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

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

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

(Signature)

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

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

Notary Public
Date

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

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

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

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

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

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

(Signature)

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

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

Notary Public

SCHEDULE "A"

PROGRAM NARRATIVE

1) Description of Proposer

Provide a brief description of the Proposer focusing on the experience and qualifications of the Proposer to provide Post-Conviction Sex Offender Polygraph Testing and other Post-Conviction Polygraph Testing including:

- The nature and extent of its experience in providing Post-Conviction Sex Offender Polygraph Testing, and any other community corrections related polygraph testing.
- Licenses, certifications and affiliations currently held by the Proposer. Does Proposer's Articles of Incorporation allow for the provision to provide Post-Conviction Sex Offender Polygraph Testing?

2) Organizational Structure

- Provide an organizational chart of the Proposer's entire organization and indicate the relationship of the proposed program any other programs operated by the Proposer.

3) Administrative Control

- Specify and indicate the role of Proposer administrators providing oversight for the project.
- Describe the processes to be employed to monitor performance and assure accountability.

4) Program Description and Methodology

- Does the proposed program design utilize outcome oriented, research driven evidence based program and service design? Is it a replication of a proven effective best-practice model program? If yes, what is the recognized title of the best Practice Program Mode? What Proposer or entity recognized it as Best Practice?
- Describe the approach your organization proposes to take in meeting the needs of respondents to be served under this program. Proposer will provide a program narrative that fully describes how the services would be provided as a Post-Conviction Sex Offender Testing

Polygraph Examiner.

- Proposer will provide detail for each respective Program Component in the narrative below:
 - Staffing Plan - Staffing is indicated by naming staff titles. Provide additional detail in the narrative of the application form.
 - Briefly describe the number and type of staff (Full-Time, Part- Time, Per Diem).
 - Specify the level and frequency of staff supervision.
 - Include the resumes and/or qualifications of all staff to play a leadership role in the program (e.g. program director, polygraph examiners).

SCHEDULE "B"

BUDGET PROPOSAL

1) Start-up:

The Proposer should identify any start-up costs which may be incurred prior to the beginning of the contract period. It is expected that these costs should be minimal. Nonetheless, such costs should be specified and indicated separate and apart from the operating budget.

2) Operating Budget:

A budget proposal should be presented in a line item format for a twelve (12) month period which relates to the operation of the Post-Conviction Sex Offense Polygraph Testing program and all other Post-Conviction Polygraph Testing.

The budget must include and identify individually the costs of all Polygraph Examinations, as well as costs for other services or materials.

A master budget showing all program costs must also be provided. Line item budgets present the amount budgeted for each category (line of expense). A sample line item budget format follows. To the extent possible, the budget should express how the line is computed.

3) Budget Narrative:

A narrative which explains major items of expense (e.g., salaries, equipment, etc.) should be furnished to document the basis for the budgeted expense. The more details provided to explain/justify the item expense will work to the proposer's advantage.

LINE ITEM BUDGET CATEGORIES

i) Polygraph Examination. The budget should present a line item cost for every specific Polygraph Examination. List the proposed fees for each type of Polygraph Examination to be performed pursuant to this RFP. The specific examinations and fees should include the following:

- Disclosure Over Instant Offense
- Disclosure Over Sexual History
- Maintenance/Monitoring Examination
- Specific Issue Examination

- Domestic Violence Examination
- DWI Examination

ii) Supplies: Indicate non-durable, consumable items, such as discs to record the Polygraph Examinations.

iii) Expenses

- a) Include any costs involved in providing examination recordings to Probation
- b) Include any fees associated with court room testimony (per diem)
- c) Fee for execution of quality control protocols
- d) Include miscellaneous items

PERSONNEL: PAID STAFF – QUALIFICATIONS AND DUTIES

POSITION/TITLE * FOR EACH PAID POSITION ON THE TOTAL BUDGET Each title must be exactly the same as those listed on Budget and other Program Application Forms	SUPERVISED BY (POSITION TITLE)	QUALIFICATIONS FOR THE POSITION (QUALIFICATIONS AS DESCRIBED IN JOB DESCRIPTION)	JOB DUTIES

*** NOTE:** EACH EMPLOYEE SHOULD HAVE ONLY ONE PROPOSER WIDE TITLE WITH VARIED JOB

SCHEDULE “C”

STANDARD INSURANCE PROVISIONS **(Consultant / Provider)**

1. Prior to commencing work, and throughout the term of the Agreement, the Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant 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 Consultant’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 Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard²⁸ or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

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

property damage the following coverages and name the "County of Westchester" as additional insured:

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

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

3. All policies of the Consultant 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 Consultant.

SCHEDULE "D"

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

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

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

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

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

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

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

- (a) Black persons having origins in any of the Black African²⁸ racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

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

_____ No

_____ Yes

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

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

_____ Women

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

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

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

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

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

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "E"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

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

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

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A," the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between

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

Agreed:

Name of Contractor: _____

Signature: (Authorized Representative) _____

Title: _____ Date: _____

Contract #: _____
Name of Contractor: _____

SCHEDULE "F"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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

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

SCHEDULE "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, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

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

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

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

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: _____

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

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

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

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

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

- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

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

1. _____
2. _____
3. _____
4. _____
5. _____

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

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

1. _____
2. _____
3. _____
4. _____
5. _____

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

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

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

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

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

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

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

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

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

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

SIGNATURE

Name: _____

Title: _____

Date: _____

Notary Public

Date

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

3. 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.

Name of Firm/Business Enterprise: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____