COUNTY OF WESTCHESTER, NY

REQUEST FOR PROPOSALS

FOR

MEDICAL, DRUG AND ALCOHOL TESTING SERVICES

KERRY ORISTANO
COMMISSIONER OF HUMAN RESOURCES
148 MARTINE AVE, SUITE 100
WHITE PLAINS, NY 10601

ISSUE DATE:  November 25, 2014
REPLY DATE:  December 23, 2014
REQUEST FOR PROPOSALS
MEDICAL, DRUG AND ALCOHOL TESTING SERVICES
WESTCHESTER COUNTY, NEW YORK

**** Copies of this RFP may be downloaded from the County website for RFPs: http://www.westchestergov.com/rfp *****

SECTION I:  GENERAL TERMS

A. PURPOSE OF SOLICITATION

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Third Party Administrators to provide:

1. The highest quality drug and alcohol testing program that complies with the Omnibus Transportation Employee Testing Act of 1991 (“OTETA”), as mandated by the U.S. Department of Transportation Federal Highway Administration (“FHWA”) in 49 CFR Part 382, et seq. and all subsequent revisions, modifications and/or amendments. See also, 59 FR 7484 dated February 15, 1994.

2. Must perform required Commercial Drivers License ("CDL") medical examinations.

3. Pre-employment drug testing for safety sensitive positions, such positions to be identified by the County.

4. Random drug and steroid testing of Westchester County Police Officers pursuant to the terms of their labor agreement.

5. Medical examinations/services required under current and future OSHA and PESH regulations including but not limited to audiometric testing, respiratory clearance examination, respiratory fit test, Hepatitis A series, Hepatitis B series, Tuberculosis screening, HAZWOPER physical examination and chest x-rays.

6. Random and reasonable suspicion drug and alcohol testing as described in local labor agreements.

8. On site medical, drug and alcohol testing, and all other tests, as required by the County (such as Bitrex Fit Test, Pulmonary Function Tests). Such testing may require off-hours accommodations due to shift work (e.g.: start time: 6:00 a.m.)
9. Bomb Squad medical exams to include:
   HAZWOPER exam:
   - History & Physical
   - OSHA Respirator Medical Evaluation Questionnaire
   - EKG
   - Audiometry
   - Spirometry (PFT)
   - Blood-ChemScreen and CBC
   - Urinalysis-micro

   And additional Laboratory Tests:
   - Blood Lead-ZPP-
   - Urine Heavy Metals (arsenic, lead, mercury)
   - Urine Cadmium-
   - Chest X-Ray, if indicated

10. Lead testing for Police and Corrections Officers and Firearms Instructors and any personnel using the Fire Range more than once per month. Baseline physical exam to include blood for Pb/ZPP, CBC and Basic Metabolic Panel; Urine for complete dipstick and microscopic exam. If wearing a respirator, add: OSHA Respiratory Medical Evaluation Questionnaire; PFT. Blood for Pb/ZPP repeated every 6 months.

11. Drug testing for Westchester County Taxi & Limousine Commission applicants for pre-licensing or renewal. Testing conducted for: amphetamines; cannabinoids; cocaine; opiates; and phencyclidines.

12. Drug testing for the Department of Public Safety including but not limited to FBI physical exams and completing paperwork, FBI recertification physical exams, blood typing, Peace Officer physical certification and Peace Officer drug screening.

13. Interior Firefighter Medicals.

Copies of the relevant portions of the above-mentioned labor agreements and/or job standards will be made available upon request.

Proposers must identify the laboratory or laboratories they intend to use during the term of an agreement with the County. In addition, Proposers must provide proof that the laboratory has the certification required by the U. S. Department of Health and Human Services (“DHHS”) Mandatory Guidelines for Federal Workplace Drug Testing Program located at 53 FR 11970, as amended. and the certification specified in Subpart C of such Guidelines titled “Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies”. In addition, Proposers must identify the laboratories to be utilized to re-test a specimen should an employee/candidate exercise his/her option for a second test to confirm an initial positive result. The cost of such retest shall be paid for by the employee/candidate.
Nothing herein shall be construed to guarantee a minimum number of tests.

B. PROPOSAL DUE DATE

All proposers interested in submitting a proposal(s) pursuant to these specifications must submit one (1) original and two (2) hard copies to the Commissioner of Human Resources, 148 Martine Avenue, Suite 100, White Plains, New York 10601, along with one (1) electronic copy (Microsoft Word or PDF format) via electronic mail to SLW1@westchestergov.com no later than December 23, 2014 by 4:00 p.m.

To be considered, original executed proposals, including the Proposal Sheets provided in Section V of this RFP, must be physically received at the County’s Department of Human Resources prior to the deadline specified above. Proposers mailing their proposals are cautioned to allow sufficient delivery time to insure that their proposal is received on time since late proposals are ineligible for consideration.

Clarification of any items contained in this RFP may be requested in writing via electronic mail by emailing Kara Merrill Verma at KQM8@westchestergov.com no later than December 9, 2014. Written responses will be posted by the County on the County’s RFP website by December 16, 2014. It is the Proposers’ responsibility to check the County website for RFPs for any Addenda to this RFP and for the County’s responses to the requests for clarification.

C. STATEMENT OF RIGHTS

The County of Westchester reserves, and may in its sole discretion exercise, the following rights and options with respect to this RFP:

(a) to reject any or all proposals;

(b) to issue additional solicitations for proposals and/or addenda to this RFP;

(c) to waive any irregularities or informalities in proposals received;

(d) to select any proposal as the basis for negotiations of a contract, and to negotiate with Proposers for amendments or other modifications to their proposals;

(e) to conduct investigations with respect to the qualifications of each Proposer;

(f) to exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract;
(g) to enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals;

(h) 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.

D. UNDERSTANDINGS

This solicitation of proposals is not made pursuant to section 103 of the General Municipal Law or any other statute requiring a public bid. The County reserves the right to reject any and all proposals and also to waive any informality in any proposal. While price will be a factor in consideration of the proposals, it is not the sole criterion, and the County of Westchester shall use other criteria in making its decision. (Please see Evaluation Criteria Section in Section E below.) The successful proposer shall be required to execute, acknowledge and deliver to the County, an Agreement to be drafted by the County (See Section G - “Contract” below). The County assumes no responsibility or liability 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.

Proposals must be signed. Unsigned proposals will be rejected.

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

Evaluation 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.

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.

E. EVALUATION CRITERIA

Each proposal received will be evaluated to determine if the consultant meets the minimum criteria and the degree to which the proposal is responsive to the requirements of this RFP. The County reserves the right to refuse any or all proposals. The following criteria will be used to evaluate the proposals:
Responsiveness to RFP
Price Proposal
Business Structure
Personnel and Staffing
Drug/Alcohol Testing Experience
Municipal Experience
Management Capability
Past Performance

Evaluation criteria specified herein are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

F. 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 contract, including the paying or giving of any fee, commission, gift, gratuity or consideration of any kind directly or indirectly, to any County employee, officer or official.

G. CONFLICT OF INTEREST

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

H. CONTRACT

If the County selects a proposal, a formal written contract with specifications will be drawn by the County and will be entered into between the County and the successful Proposer and will not be binding until signed by both parties and approved by the Office of the County Attorney. The proposal, or any part thereof, submitted by the successful Proposer may be attached to and become a part of the contract. The form of contract which must be executed by the successful proposer in substantially the same form is attached hereto and made a part hereof as Attachment “1”. The County, in its sole discretion, reserves the right to make changes to the form contract.
I. CONTENTS OF PROPOSAL

The New York State Freedom of Information Law, 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 and/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 data 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 proposal 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 NEW YORK 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 are accepted by the County, except portions “Protected from Disclosure”, may become part of any agreement resulting from this RFP.

J. MBE/WBE POLICY

Pursuant to Section 301.01 of the Laws of Westchester County, it is the goal of the County to encourage, promote and increase participation of business
enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, Proposers are asked to complete the questionnaire attached hereto as SCHEDULE “A”.

K. CONTRACT PERIOD

The term of the Contract is projected to begin on August 1, 2015 and end on July 31, 2020. The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest.

L. INSURANCE

The successful Proposer shall, within five (5) days after notice from the County of Westchester that it is the successful Proposer, execute, acknowledge and deliver to the County of Westchester all paperwork required to process the contract including the insurance as required by the Office of Risk Management. A sample Certificate of Insurance is attached hereto as SCHEDULE “B”.

M. RISKS AND INDEMNIFICATION ASSUMED BY THE SUCCESSFUL PROPOSER

If the Proposer is selected, the Proposer agrees to the following:

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

By submitting a proposal, the Proposer agrees to comply with the foregoing provisions of indemnity should a contract be awarded.

N. NON-DISCRIMINATION PROVISION

The successful Proposer expressly agrees that neither it nor any contractor, proposer, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual
orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The successful Proposer 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.

O. **AUTHORITY TO DO BUSINESS IN NEW YORK**

Any corporation not incorporated under the Laws of New York State must furnish a copy of its Certificate of Authority from the New York State Secretary of State to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.

P. **SUB-CONTRACTING**

The successful Proposer shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without the express written consent of the County. Any delegation of duties or assignment of rights without the express written consent of the County is void. The successful Proposer shall not sub-contract any part of the work without the express written consent of the County or its representative. All work performed by a sub-contractor shall be deemed work performed by the contractor.

The County will not assume responsibilities of any fees for any subcontracted service since it is the responsibility of the primary contractor to reimburse the subcontractor for services rendered.

Q. **MACBRIDE PRINCIPLES**

Pursuant to Act No. 56-1999 it is the goal of the County of Westchester to promote nondiscrimination in employment and freedom of workplace in Northern Ireland. In furtherance of that goal, Proposers are asked to complete the certification attached hereto as SCHEDULE “C”.

R. **DISCLOSURE FORM**

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

S. **CRIMINAL DISCLOSURE FORM**

The successful Proposer will be required to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as SCHEDULE “E” which is hereby incorporated by reference.
*** ALL OF THE AFOREMENTIONED SCHEDULES (A-E), ALL PRICE PROPOSALS (PRICE PROPOSAL SHEETS 1-8), AND THE PROPOSER CERTIFICATION MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. ***
SECTION II: GENERAL TESTING REQUIREMENTS

A. SCOPE OF SERVICES

In compliance with the OTETA for safety sensitive positions, drug and alcohol tests will be performed 7 days a week/24 hours per day in accordance with applicable federal regulatory procedures and guidelines to ensure the integrity of the specimen and privacy of the donor.

Finally, reasonable suspicion drug and alcohol and random drug, alcohol and steroid testing will be conducted in accordance with applicable labor agreements. Nothing herein shall be construed to guarantee a minimum number of tests. Medical examinations will be conducted in accordance with applicable State and Federal regulations.

B. COLLECTION SITE LOCATIONS AND AVAILABILITY

The Proposer is required to use collection facilities that are qualified to perform collections for drug and alcohol testing according to DHHS guidelines utilizing chain of custody procedures. All collections will need to conform to the federal split specimen collection procedures. The Proposer’s proposal should include a description of the collection facilities and procedures, and indicate the hours of operation. The Proposer shall supply an emergency telephone number and contact person to provide services “after hours” and within the federal timeframes. The Proposer must identify the locations of the collection site(s) and must insure the ability to perform on-site testing, required by the County and observe collections when so ordered by the Medical Review Officer.

The County reserves the right to approve any third-party collection site(s) that the successful Proposer desires to use during the term of the agreement. The County shall not be a party to any arrangements relative to payment of third party collection fees.

The successful Proposer will be responsible to make necessary and appropriate arrangements with the collection site personnel including shipping/transportation of the specimens. Payment for these services shall be the sole responsibility of the Proposer.

Collection site personnel shall arrange to ship the specimens to the Proposer’s laboratory. The Proposer shall assume responsibility for overnight transportation of all specimens to the appropriate testing site.

A certified/licensed phlebotomist will be available 7 days per week/24 hours per day for collections on an individual basis in any location in Westchester County.
C. **DRUG TESTING TO BE PERFORMED**

SUBJECTS TO BE TESTED WILL COME UNDER TWO GENERAL CATEGORIES:

1. **DOT Mandated.** U.S. DOT Federal Highway Administration (FHWA) for safety-sensitive positions requiring a Commercial Driver’s License (CDL) for approximately one hundred (100) employees in four (4) departments in the following categories: random, pre-employment/pre-duty, reasonable suspicion, post accident, return-to-duty, follow-up testing in accordance with federal regulations and any subsequent revisions. Additionally, pre-employment/pre-duty and annual license renewal is performed for approximately 3000 taxi and limousine drivers licensed to operate in Westchester County.

   **DOT mandated SAP/NIDA 5**
   
   amphetamines  
   cannabinoids  
   cocaine  
   opiates  
   phencyclidine

2. **NON-DOT Mandated.** NON-DOT mandated applicants/employees for approximately 700 tests annually for positions subject but not limited to pre-employment and other categories of testing developed in accordance with collective bargaining agreements.

   Applicant/employee testing will consist of a SAP 10 as follows:

   **DOT mandated SAP/NIDA 5**  
   **NON-DOT mandated SAP 10(SAP 5/plus)**
   
   amphetamines  
   benzodiazepines  
   cannabinoids  
   barbiturates  
   cocaine  
   methadone  
   opiates  
   methaqualone  
   phencyclidine  
   propoxyphene

   Additionally, pursuant to procedures detailed in the attached labor agreement, random SAP 10 will be performed for approximately 100 police officers annually. Of these, 10% will be randomly selected for steroid testing. Random and reasonable suspicion drug and alcohol testing will be conducted pursuant to local labor agreements.

D. **CONFIRMATION TESTS FOR POSITIVE RESULTS**

A GC/MS (gas chromatography/mass spectrometry) confirmation on presumptive positives within 48 hours is required for all applicants and
employees and must be conducted according to the DHHS guidelines. See 53 FR 11970 and any subsequent revisions and/or modifications.

The successful Proposer will be required to assay each specimen for signs of possible adulteration. Specimen adulteration assays will consist of two or more of the following:

- Creatinine
- Chloride
- Specific Gravity
- pH

The Proposer should address the ability to conduct adulterant testing for the specific presence of nitrates used to mask the presence of drugs. Should the federal regulations mandate nitrate testing during the term of the contract, the Proposer will be responsible to insure compliance. Please note Proposers are required to provide a price for this additional service, however, the County has the option of whether to utilize and pay for this additional service.

**E. ALCOHOL TESTING**

Alcohol testing for both initial and confirmatory testing shall be conducted using an approved Evidential Breath Testing Device (EBT) listed on the Conforming Products List of Evidential Breath Measurement Devices established by the U.S. Department of Transportation/National Highway Safety Administration. If an applicant/employee is medically unable to provide adequate breath, blood testing must be performed by a certified phlebotomist.

The Proposer, for alcohol testing, shall provide certified Breath Alcohol Technicians (BAT) in accordance with OTETA regulations. The County will not accept saliva testing.

**F. MEDICAL REVIEW SERVICES**

The Proposer must be federally certified by the American Association of Medical Review Officers (AAMRO) or the Medical Review Officers Certification Council (MROCC) and must perform all duties required by Department of Health and Human Services (DHHS) and Department of Transportation (DOT) mandates. Documentation of the aforementioned credentials must be submitted with the proposal.

**G. SUBSTANCE ABUSE PROFESSIONAL SERVICES FOR SAFETY SENSITIVE EMPLOYEES PURSUANT TO FEDERAL REGULATIONS**

The Proposer must be federally certified to perform all requirements for safety sensitive employees subject to U.S. Department of Transportation regulations as defined by OTETA. Documentation of this certification must be submitted with the proposal. The successful Proposer must possess knowledge of Westchester County treatment resources as well as insurance, benefit plans, and payment requirements and must adhere to compliance monitoring.
standards. The County will use its best efforts to make copies of insurance benefit plans and payment requirements available for review. Sample assessment forms, evaluation instruments, release forms, return-to-work letters, etc. and any other assessment tools must be submitted along with the proposal.

**H. TRAINING**

The Proposer shall be prepared to develop and implement training programs on the requirements of OTETA and the procedures to maintain compliance pursuant to 49 CFR Sections 382.601 and sections 382.603 and any subsequent revisions to be provided on-site and as needed for new managers and supervisors at the County’s option.

The County shall have the option of selecting training programs appropriate to needs of the administration. Prior to the start of training, the Proposer shall present samples of training materials and documents, outline of the training curriculum and the methods (lecture, video, etc.) proposed, copies of all forms and record systems necessary to meet OTETA requirements and other materials to demonstrate how the training and record keeping will be accomplished.

All training materials, curriculum forms and record keeping systems as well as all records shall be the property of the County at the end of the contract. The County shall have the right to reproduce all training materials and use the material and curriculum for future internal training.

The successful Proposer shall complete a separate price proposal for training services. The County reserves the right to approve all proposed training material and trainers.

**I. INDEPENDENT (SECONDARY) TESTING**

No independent (secondary) testing of urine samples submitted by the County shall be permitted without the County's written consent and approval. The Proposer is required to identify by name the federally certified laboratories to be utilized should an applicant/employee exercise their right to a second test. All Third Party Administrators must submit documentation that the laboratories are currently certified to meet the standards of Sub Part C of Mandatory Guidelines for Federal Workplace Drug Testing Programs (59 FR 29916, 29925). All DHHS certified laboratories must be identified, including the primary laboratory and secondary laboratory, should a split sample specimen analysis be requested.

**J. CONFIDENTIALITY**

All test results shall be confidential and shall not be released to any other person or organization without the County’s prior written approval. In addition,
all such test results shall be kept confidential in accordance with all applicable Federal, State and Local laws, rules, regulations and/or ordinances.

**K. COORDINATION OF ACTIVITIES**

All activities will be coordinated by the successful Proposer’s personnel, who will assume responsibility for setting up each site to ensure proper implementation of supply distribution, specimen transportation, results delivery, invoicing and collection orientation. Scientific staff must be available to consult with designated County personnel on matters related to alcohol/drug testing, toxicology and pharmacology.

**L. CHAIN OF CUSTODY**

The successful Proposer will provide the County with Chain of Custody documentation and procedures in accordance with DHHS guidelines to account for the integrity of each sample by tracking its handling and storage from point of collection to final disposition.

**M. AVAILABILITY OF RESULTS**

The successful Proposer will insure prompt delivery of negative and positive results. Please include in your proposal specific information regarding the method and time frames to communicate results and attach any written procedures and/or protocols if in place in order to substantiate the process. The successful Proposer must insure that positive results for employees in safety sensitive positions, subject to OTETA regulations, will be immediately forwarded to the County.

Drug and alcohol testing results must be reported electronically in the County’s desired format by Employee Identification Number.
SECTION III: PROVISION FOR COLLECTION SITES AND LABORATORY SERVICES FOR DRUG AND ALCOHOL TESTING

A. COLLECTION SERVICES

The successful Proposer or its subcontractor must:

1. Provide 24-hour access to collection sites within an eight (8) mile radius of all potential areas (zip codes attached as Appendix A) which have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, shipping and transportation of urine specimens to a certified laboratory.

2. Provide a telephone number which the County can call for emergency services and which can respond to service requests, seven days a week, twenty-four hours a day.

3. Provide the supplies needed for the recording, obtaining, and preserving of samples.

4. Provide specimen collection kits including: pre-printed Chain of Custody consent forms customized for each County department, tamper-proof security labels with pre-printed ID number referenced to the Chain of Custody form, specimen collection cup, transportation and shipping supplies.

5. Permit on-site inspection of collection facilities prior to the selection of the Proposer.


7. Must conduct all alcohol testing using approved Evidential Breath Testing Devices performed by certified Breath Alcohol Technicians (BAT) meeting OTETA regulations.

8. Must make available a certified phlebotomist for collection on an individual basis if necessary.

9. Transport all specimens to the appropriate testing laboratory via courier. The successful Proposer shall ensure that the Chain of Custody procedures are maintained and must provide documentation upon request.
10. Supply an expert witness to testify as to the collection process if necessary.

11. Perform "observed" collections for employees subject to Return-to-Work procedures recommended by the Medical Review Officer and/or a Substance Abuse Professional.

B. LABORATORY SERVICES

The successful Proposer or its subcontractor must:

1. Be currently certified by the SAMSHA Department of Health and Human Services to meet standards of Subpart C of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (59 FR 29916, 29925) and meet DOT regulations to perform federally regulated testing. Documentary proof of such certification/licensing shall be provided at the time of proposal submission.

2. Conduct drug collection and analyses according to federal regulations including split-specimen procedures using federal detection cut-off levels for initial and confirmatory testing performed by Gas Chromatography/Mass Spectrometry (GC/MS). The detection levels, list of analytes and test methodologies are subject to adjustment when required by applicable government regulations or guidelines.

3. Have the ability to conduct forensically defensible confirmation testing prior to reporting specimens presumptively positive for nitrites or pyridine.

4. Maintain all equipment necessary to meet OTETA regulations.

5. Provide, upon request, a list of all the authorized personnel involved in the drug and alcohol testing in any manner.

6. Maintain a quality assurance program in accordance with federal regulations.

7. Provide an expert witness, a Ph.D. or supervisor who will qualify as such in court when required to testify as to testing procedures, analyses and results.

8. Provide the supplies needed for the recording, obtaining, and preserving of samples, and include such as part of any basic charge.

9. Maintain frozen positive sample for one (1) year from the date of testing.

10. Report positive and negative results to the County’s designated Medical Review Officer (“MRO”) at no additional charge that will validate the result(s) and issue a report in the format as specified by the County. It is
understood and agreed that the County, at its sole discretion, may add additional MROs or change the designated MRO.

11. Provide a professional staff member (Ph.D. or supervisor) who has been, or is capable of being, qualified as an expert in the testing process to represent the County for any positive finding, and/or as an expert witness on the testing and analysis process in court testimony, arbitration hearings or disciplinary proceedings.

12. Provide specimen containers and report forms in sufficient supply, as needed, at no additional charge to the County.

13. Provide monthly itemized billing statements to the County, indicating a breakdown of all tests conducted by test type and charge including a monthly summary of all drug testing performed according to type: i.e., random, pre-employment, post accident, and each department, identifying each applicant/employee by Employee Identification Number to insure confidentiality.

14. Permit an inspection by the County of its facilities, testing processes, credentials and staff resumes to verify qualifications prior to the awarding of any contract. Westchester County reserves the right to conduct unannounced visits.

15. Perform re-testing if necessary or send a sample to another laboratory for re-testing as requested by the MRO. All DHHS laboratories must be specified.

16. Ability to conduct forensically defensible confirmation testing, including but not limited to: 6-monoacetylmorphine and d and l isomers (dextro and levo) of methamphetamine.

C. General Services

The successful proposer must provide emergency cell phone and e-mail contact information and must be able to respond to any County communication by either telephone or electronic mail within two (2) hours during normal business hours.
SECTION IV: MEDICAL

Successful Proposer must perform required CDL medical examinations, medical examinations/services required under OSHA and PESH regulations including but not limited to audiometric testing, respiratory clearance examination, respiratory fit test, Hepatitis A services, Hepatitis B services, Tuberculosis screening, Haz Woper physical examination and chest x-rays, and on–site medical testing as required by the County. The successful proposer will be required to conduct medical examinations in accordance with application State and Federal regulations.

SECTION V: REQUIRED INFORMATION

A. EXPERIENCE WITH GOVERNMENT ENTITIES

Please describe in detail your municipal contracts, if any, regarding medical, drug and alcohol testing services and knowledge of Westchester County Government.

B. QUALIFICATIONS

Identify and provide the resumes for Proposer’s project manager and key personnel to be assigned to this contract, including a certified/licensed phlebotomist available twenty-four hours a day, seven day a week for collection on an individual basis. Include a description of credentials or curriculum vitae including education, professional certifications, affiliations and experience. Describe in detail your capability to provide “off-hour” testing services and access to testing within federal timeframes. Documentation of all credentials must be included in the proposal.

C. APPLICANT CAPABILITIES

In responding to any or all of the possible alternatives, please provide a statement as to the capacity of your organization and a description of the methodology to be used to provide the services requested pursuant to the Request for Proposal including but not limited to mobile collections services, off-hour services, access to national networks and knowledge of Westchester County. Provide specific details regarding the Proposer’s alcohol testing management information system.

If applicable:

Specify by location local collection sites stating address and hours of operation.

Specify access to a national collection network stating location of collection site(s) by geographic location and hours of operation.
Specify mobile collection capabilities such as a van or mobile unit including any requirements to access such services and additional fees such as waiting time, etc.

Specify internet information including web site address and/or e-mail address.

Specify ability to provide results on-line and security access to same.

D. ADDITIONAL INFORMATION

(i) A current listing of clients and the number of employees for each, if available.

(ii) A detailed summary of any accreditation/certification credentials in the name of the laboratory, Medical Review Officer/Substance Abuse Professional and specific identification of the Proposer’s alcohol management information system to be utilized to process breath alcohol results.

(iii) A detailed description of alcohol and drug testing training and awareness programs specified in 49 CFR Section 382.601 and 382.603 including any training videos, handbooks, forms and any other training materials including compliance manuals, etc.

(iv) A resume or curriculum vitae of any employee who will be available to the County to furnish expert witness testimony when required for court proceedings, arbitration hearings, or disciplinary proceedings.

(v) A detailed summary of the Quality Assurance Program.

(vi) Copies of newsletters, brochures, other publications and/or audio visual materials, issued by the Proposer and made available to Westchester County.
SECTION VI: PRICE PROPOSALS

In responding to this RFP Proposal Sheets 1 through 8 should be completed and returned as part of the proposal submission.

Proposal Sheet 1

COLLECTION/LABORATORY SERVICES

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide specimen collection supplies</td>
<td></td>
</tr>
<tr>
<td>Provide Transportation of specimens to the Laboratory</td>
<td></td>
</tr>
<tr>
<td>The per unit cost for an immunoassay screen and a confirmation GC/MS test for the SAP 5</td>
<td></td>
</tr>
<tr>
<td>The per unit cost of an immunoassay screen and a confirmation GC/MS test for the SAP 10</td>
<td></td>
</tr>
<tr>
<td>The per unit cost of specimen adulteration assays (specify specific test)</td>
<td></td>
</tr>
<tr>
<td>The per unit cost of 6-monoacetylmorphine (6 MAM)</td>
<td></td>
</tr>
<tr>
<td>The per unit cost of alcohol testing by Evidential Breath Testing Device (EBT) screening and confirmatory testing</td>
<td></td>
</tr>
<tr>
<td>Off-hour/emergency service fee (Indicate if flat rate fee per service or hourly rate)</td>
<td></td>
</tr>
<tr>
<td>The per unit cost of blood alcohol by GC/MS only</td>
<td></td>
</tr>
<tr>
<td>Observed collections when indicated (Indicate flat fee per instance)</td>
<td></td>
</tr>
<tr>
<td>Split-sample and send to another laboratory if requested by the MRO</td>
<td></td>
</tr>
<tr>
<td>The unit cost specimen testing for the following steroid anabolic and masking agents:</td>
<td></td>
</tr>
</tbody>
</table>
Anabolic Agents

- Bolasterone Metabolite
- Boldenone Metabolite
- Clenbuterol
- Clostebol Metabolite
- Danazol and/or Metabolite
- Dehydrochloromethyltestosterone Metabolite
- Dihydrotestosterone
- Dromostanolone and/or Metabolite
- Ethylestrenol/Norethandrolone Metabolite
- Fluoxymesterone Metabolite
- Formebolone Metabolite
- Furazabol Metabolite
- Mesterolone and/or Metabolite
- Methandienone (Dianabol, Methandrostenolone) Metabolite
- Methandriol and/or Metabolite
- Methenolone and/or Metabolite
- Methyl testosterone Metabolite
- Mibolerone Metabolite
- Nandrolone/Norandrostendione/Norandrostendiol Metabolite
- Oxandrolone and/or Metabolite
- Oxymesterone
- Oxymetholone Metabolite
- Stanozolol Metabolite
- Testosterone/Androstendione/Androstendiol/DHEA (T/E Ratio > 6)
- Trenbolone Metabolite

Masking Agents

- Probenecid
- Epitestosterone (> 200 ng/ml)
**Proposal Sheet 2**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue itemized monthly billing statements</td>
<td>_____</td>
</tr>
<tr>
<td>Forwarding of sample to another laboratory for analysis</td>
<td>_____</td>
</tr>
<tr>
<td>Retention of specimens in accordance with federal guidelines</td>
<td>_____</td>
</tr>
<tr>
<td>Consultation with scientific and medical staff</td>
<td>_____</td>
</tr>
<tr>
<td>Handling of rejected specimen or those otherwise unfit for testing</td>
<td>_____</td>
</tr>
<tr>
<td>Provide mandated summary reports</td>
<td>_____</td>
</tr>
<tr>
<td>Retention of positive specimens in frozen storage for one year</td>
<td>_____</td>
</tr>
<tr>
<td>Record Retrieval</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>Other fees (please specify)</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>_____</td>
</tr>
<tr>
<td><strong>TOTAL FEE FOR COLLECTION/LABORATORY SERVICES</strong></td>
<td>_____</td>
</tr>
<tr>
<td><em>(PER UNIT)</em></td>
<td>_____</td>
</tr>
</tbody>
</table>
**Proposal Sheet 3**

**PRICE PROPOSAL FOR SERVICES OF A MEDICAL REVIEW OFFICER**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit cost per specimen to validate negative results SAP 5</td>
<td>________</td>
</tr>
<tr>
<td>Unit cost per specimen to validate negative results SAP 10</td>
<td>________</td>
</tr>
<tr>
<td>Unit cost per specimen to validate positive results SAP 5</td>
<td>________</td>
</tr>
<tr>
<td>Unit cost per specimen to validate positive results SAP 10</td>
<td>________</td>
</tr>
<tr>
<td>Review donor’s medical history</td>
<td>________</td>
</tr>
<tr>
<td>Review Chain of Custody protocols</td>
<td>________</td>
</tr>
<tr>
<td>Per unit cost to re-analysis, if necessary</td>
<td>________</td>
</tr>
<tr>
<td>Maintain and generate RANDOM alcohol and drug selections quarterly for DOT mandated employees according to OTETA mandates</td>
<td>________</td>
</tr>
<tr>
<td>Maintain and generate random drug testing selections pursuant to labor agreement</td>
<td>________</td>
</tr>
<tr>
<td>Maintain and generate random steroid testing selection pursuant to labor agreement</td>
<td>________</td>
</tr>
<tr>
<td>Return to duty testing evaluation</td>
<td>________</td>
</tr>
<tr>
<td>Follow schedule preparation and testing</td>
<td>________</td>
</tr>
<tr>
<td>Issue itemized reports</td>
<td>________</td>
</tr>
<tr>
<td>Issue itemized billing statements</td>
<td>________</td>
</tr>
<tr>
<td>Provide 24-hour technical assistance</td>
<td>________</td>
</tr>
<tr>
<td>Provide results in the County’s desired format</td>
<td>________</td>
</tr>
<tr>
<td>Record Retrieval</td>
<td>NO CHARGE</td>
</tr>
</tbody>
</table>

**OTHERS FEES:**
Specify: ________________________________________________________________
**Proposal Sheet 4**

**Price Proposal for Services of a Substance Abuse Professional (SAP)**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Assessment</td>
<td></td>
</tr>
<tr>
<td>Return-to-Work Agreements</td>
<td></td>
</tr>
<tr>
<td>Compliance Monitoring</td>
<td></td>
</tr>
<tr>
<td>Technical Assistance</td>
<td></td>
</tr>
</tbody>
</table>

Please note that all fees for services provided by the Substance Abuse Professional (SAP) will be the responsibility of the employee/applicant. The County of Westchester will not be responsible for payment of these services.
Proposal Sheet 5

Alcohol and Drug Testing Training

Provide a detailed description of training opportunities including on-site as well as off-site training sessions for managerial staff to insure compliance with 49 CFR Sections 382.601 and 382.603 by providing various pricing options such as per person cost, per session cost, etc.

The Proposer should address the training opportunities available for newly hired supervisors or managers as needed as well as the cost for training materials.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Site Training</td>
<td></td>
</tr>
<tr>
<td>Cost per session</td>
<td>_____</td>
</tr>
<tr>
<td>Cost per person</td>
<td>_____</td>
</tr>
<tr>
<td>Training Materials</td>
<td></td>
</tr>
<tr>
<td>Manuals</td>
<td>_____</td>
</tr>
<tr>
<td>Handbooks</td>
<td>_____</td>
</tr>
<tr>
<td>Audio Visuals</td>
<td>_____</td>
</tr>
<tr>
<td>Video Tapes</td>
<td>_____</td>
</tr>
</tbody>
</table>

OTHERS FEES:

Specify: ____________________________________________________________
__________________________________________________________
__________________________________________________________
EXPERT TESTIMONY IF REQUIRED:

If applicable:

<table>
<thead>
<tr>
<th>Position</th>
<th>Telephone Deposition</th>
<th>Trial Deposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Phlebotomist</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Per Diem Rate for Phlebotomist</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Hourly Rate for collection personnel</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Per Diem Rate for collection personnel</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Hourly Rate for lab personnel</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Per Diem Rate for lab personnel</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Hourly Rate for project manager</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Per Diem Rate for project manager</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Hourly Rate for Breath Alcohol Technician (BAT)</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Per Diem Rate for BAT</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Hourly Rate for Medical Review Officer (MRO)</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Per Diem Rate for MRO</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Hourly Rate for Substance Abuse Professional (SAP)</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Per Diem Rate for SAP</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Hourly Rate for forensic scientist</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Per Diem Rate for forensic scientist</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

If applicable:

<table>
<thead>
<tr>
<th>Position</th>
<th>Telephone Deposition</th>
<th>Trial Deposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for other (specify)</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Per Diem Rate for other (specify)</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

OTHER EXPENSES (i.e. travel, etc.)

(specify)________________________________________________________________________

________________________________________________________________________
## Proposal Sheet 7

### MEDICAL EXAMINATIONS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Applicant Qualifying Medical Examination Administered pursuant to</td>
<td></td>
</tr>
<tr>
<td>standards (attached) Established by the New York State Municipal Police</td>
<td></td>
</tr>
<tr>
<td>Training Council</td>
<td></td>
</tr>
<tr>
<td>CDL Medical Certification for out of state</td>
<td></td>
</tr>
<tr>
<td>FBI physical exams and completing paperwork</td>
<td></td>
</tr>
<tr>
<td>FBI recertification physical exams and paperwork</td>
<td></td>
</tr>
<tr>
<td>Peace Officer physical exams and certification</td>
<td></td>
</tr>
</tbody>
</table>
### Proposal Sheet 8

**HEALTH AND SAFETY MEDICAL EXAMINATIONS/SERVICES**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audiometric Testing</td>
<td>_________</td>
</tr>
<tr>
<td>Respiratory Clearance Exam</td>
<td>_________</td>
</tr>
<tr>
<td>Bitrex Fit Testing</td>
<td>_________</td>
</tr>
<tr>
<td>Hepatitis A Series</td>
<td>_________</td>
</tr>
<tr>
<td>Hepatitis B Series</td>
<td>_________</td>
</tr>
<tr>
<td>T B Screening</td>
<td>_________</td>
</tr>
<tr>
<td>Chest X-Ray</td>
<td>_________</td>
</tr>
<tr>
<td>Blood Typing</td>
<td>_________</td>
</tr>
</tbody>
</table>

**HazWoper Physical**  
To include:  
- medical history  
- physical examination  
- EKG  
- PFT  
- U/A  
- vision and hearing  
- PPD  
- comprehensive metabolic panel  
- lipid profile  
- CBC

And as indicated:  
- chest x-ray  
- tetanus vaccine
PROPOSER CERTIFICATION

1. The undersigned, the Proposer, does hereby declare that it has carefully read the specifications relating to the contract work.

2. The undersigned does hereby declare that it is the only one interested in its indicated proposal; that the proposal is in all respects without fraud or reservations; and that no official of the County or any person in the employ of the County is directly or indirectly interested in the contract proposal or in the supplies, equipment or works to which it relates, or in any part of the profits resulting there from.

3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully perform and execute all work under the contract in accordance with the specifications relating thereto, and to furnish all labor and materials necessary and proper for said purpose at the indicated prices for the various items of work.

4. The undersigned does hereby declare that the indicated price(s) cover all expenses of every kind incidental to the completion of the contract work, including all claims affecting the work, labor and materials, which may arise through any cause whatsoever.

5. The undersigned does hereby accept the provision that no claims(s) for loss profits anticipated by the undersigned will be honored by the County in the event that the quantities of contract work actually performed by the undersigned are less than the approximate quantities indicated in the specifications.

6. The undersigned does hereby agree to comply with all relevant provisions of the Labor Laws of the State of New York.

7. The undersigned does hereby agree to insure all persons connected with the contract work against accident, at its own expense, as is prescribed by the Workmen’s Compensation Law of the State of New York; and that it will be responsible for payments by itself, its subcontractors and vendors of all taxes applicable to the work, and all other payments as may be required by various laws and rules and regulations of the Federal Government, the State of New York and its political subdivisions and agencies.

8. By submission of this proposal, each Proposer and each person signing on behalf of any 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 his knowledge and belief:

(a) 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;
(b) 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 to any other Proposer or to any competitor;

(c) 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;

(d) The Proposer is responsible for compliance with all laws and regulations applicable to drug and alcohol testing including any future revisions during the term of the proposed contract; and

(e) It is understood that the County has relied on the Proposer to ensure that its protocol meets the requirements of federal and state laws and regulations.

9. 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 officials, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester and approved by the Office of the County Attorney.

10. 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.

DATED: _____________, 2014

____________________________
Legal Name of Person,
Firm or Corporation

____________________________
Business Address of Person,
Firm or Corporation

By ___________________________
Print Name,     Title   Signature
DESCRIPTION OF THE PROPOSER

To the Commissioner of Human Resources, Westchester County, New York:

Proposal made by: _____________________________________

Whose business address is: ______________________________

____________________________________________________

____________________________________________________

Contact Person (Name): _________________________________

Title: _______________________________________________

Telephone number: ________________________________

Is Proposer an individual, a partnership or a corporation?

____________________________________________________

If a partnership or corporation, give the names of all partners or officers with their titles:

____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

If operating under a trade name or as partners, has the required Certificate been filed with the County Clerk in accordance with the General Business Law, Section 130? __________________

If the answer is NO, Certificate must be filed before the contract can be executed.
If joint venture, fully identify the other party by submitting a separate Description of Proposer Form sheet.

List any bankruptcy proceedings in the past five years recorded by the respondent, any officer or director thereof, any affiliate or related company.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

List any and all criminal convictions within the last five years recorded by the Proposer, any officer or director thereof, any affiliate or any related company.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

List any and all actions occurring within the last five years which have resulted in revocation or suspension of any permit or authority to do business in a Federal, State or local jurisdiction, recorded by the respondent, any officer or director thereof, any affiliate or related company.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
SCHEDULE “A”

For Informational Purposes Only

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

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 Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color 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 sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) 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.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or 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.
1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

         ______ No
         ______ Yes (as a business owned and controlled by persons of color)
         ______ Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply:

         __________________________________________

3. Are you certified with the State of New York as a minority business enterprise (“MBE”) or a women business enterprise (“WBE”)?

         ______ No
         ______ Yes (as a MBE)
         ______ Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply:

         __________________________________________

5. Are you certified with the Federal Government as a small disadvantaged business concern?

         ______ No
         ______ Yes

Name of Firm/Business Enterprise: __________________________________________
Address: _______________________________________________________________
Name/Title of Person completing MBE/WBE Questionnaire: _______________________
Signature: __________________________________________________________________

SCHEDULE “B”

STANDARD INSURANCE PROVISIONS

(Consultant)

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

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the 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 and adjusted with the County.

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

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 "Special Conditions" of the contract specifications):

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).
If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers’ Compensation Group Self-Insurance).

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

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

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

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

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

(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 of Westchester (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 of Westchester is named as an insured, shall not apply to the County of Westchester.

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

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

B. For purposes of this Certification, “Mac Bride 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 ________________________________

By Authorized Representative: _______________________

Title: __________________________

Date: __________________________
SCHEDULE “D”

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

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

Yes ______ No ______

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

________________________________________________________________________

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

Yes ______ No ______

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

________________________________________________________________________

3.) Do any County officers or employees have an interest\(^1\) in the Consultant or in any approved subcontractor that will be used for this contract?

Yes ______ No ______

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

________________________________________________________________________

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

________________________________________________________________________

Name: _____________________
Title: _____________________________
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 “E”

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.2 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.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

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2 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.
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. 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.

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3 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.
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, sublessee, or sublicensee 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: __________

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

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

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

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

1. ________________________________________________________________
2. __________________________________________________________________
3. ________________________________________________________________
4. ________________________________________________________________
5. ________________________________________________________________

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

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

2. __________________________________________________________

3. __________________________________________________________

4. __________________________________________________________

5. __________________________________________________________

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

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

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

1.) Describe the reason for being on County property if applicable,
identify the specific duties and responsibilities on this project
which you intend to perform for the County, including but not
limited to, access to sensitive data and facilities and access to
vulnerable populations.

2.) Please list all criminal convictions along with a brief description of
the crime(s) (including all felonies and misdemeanors as defined
under the New York State Penal Law or the equivalent under
Federal law or the laws of any other State).

3.) Please provide the date and place of each conviction.

4.) Please provide your age at the time of each crime for which you
were convicted.

5.) Please provide the legal disposition of each case.

6.) Please provide any information either produced by yourself or
someone on your behalf in regards to your rehabilitation and good
conduct.

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

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

3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

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

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

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

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

_________________________________________
Name: _____________________________

_________________________________________
Title: _____________________________

_________________________________________
Date: _____________________________

______________________________________
Notary Public

______________________________________
Date
APPENDIX A

ZIP CODES OF WESTCHESTER COUNTY

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ACKNOWLEDGMENT

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

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 NEW YORK )
COUNTY OF ) ss.: 

On this ________ day of ________________, 20__, before me, the undersigned, personally appeared _________________________________, personally known to me or (Name of Sole Officer) 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 executed the same in his/her capacity as President and sole officer and director of _________________, the corporation described in and which executed the (Name of Corporation) 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
CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _________________________________________________________,
(Officer other than officer signing contract)
certify that I am the ___________________________________________________ of
the _________________________________________________________________
(Title)
(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-LIMITED LIABILITY COMPANY

I, ____________________________________________________________,
(member or manager other than person executing the agreement)
certify that I am a ____________________ of ____________________________
(member/manager) (Name of Limited Liability Company)
(the “LLC”) duly organized under the Laws of the State of ____________________;
(Name of State)
__________________________________________ who signed said Agreement on behalf of the LLC
(Person Executing Agreement)
was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for
and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

________________________________________
(Signature)

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

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

Date: __________

________________________________
Notary Public
CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, _________________________________________________________,
(Partner other than Partner signing contract)
certify that I am a General Partner of ____________________________
(Name of Partnership)
a partnership duly organized under __________________________________________,
(Law under which partnership is organized)
and named in the foregoing Agreement; that___________________________________,
(Partner Executing Agreement)
who signed said Agreement on behalf of the Partnership was, at the time of execution, a
General Partner of said Partnership; that said Agreement was duly signed for and in
behalf of said Partnership and as the act and deed of said proposer for the purposes
therein mentioned.

______________________________
(Signature)

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

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

_________________________________
Notary Public
ATTACHMENT “1”

(FORM OF AGREEMENT TO BE EXECUTED BY SUCCESSFUL PROPOSER)

THIS AGREEMENT made the _____ day of ______________ 20____ by and between

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

and

_______________________________________________________________

(hereinafter the “Consultant”)

FIRST: The Consultant shall provide medical, drug and alcohol testing services for the County, as more particularly described in the County’s Request for Proposal dated _______ and attached hereto and made a part hereof as Schedule “A” and the Consultant’s proposal, dated __________, which is attached hereto and made a part hereof as Schedule “B” (hereinafter collectively referred to as the “Work”). The Work shall be carried out by the Consultant in accordance with current industry standards and trade practices.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule “B”. The Consultant shall provide the County with prior written notice of any proposed changes in key personnel, and the Commissioner of Human Resources or his/her duly authorized designee (the “Commissioner”) shall have sole discretion to approve or disapprove of any such personnel changes.

SECOND: The term of this Agreement shall commence on _____ and shall terminate on _______, unless terminated earlier pursuant to the provisions of this Agreement.
The Consultant shall report to the County on its progress toward completing the Work, as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding the above, the parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following subcontractors have been approved to provide services for the named purpose(s) in connection with this Agreement:

[None].

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

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

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

To the County:

Commissioner of Human Resources
Michaelian Office Building
148 Martine Avenue, Suite 100
White Plains, New York 10601

with a copy to:

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

To the Consultant:

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

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

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

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

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

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

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

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

**TWENTY-THIRD:** The Consultant agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule “F” through “F-5” which is hereby incorporated by reference.

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

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

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

**TWENTY-SEVENTH:** Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of one hundred thousand ($100,000) dollars or more in any twelve (12) month period during the contract term if such contractor, concessionaire or vendor employs more than twenty-five (25) individuals who utilize public transportation and/or pay for commuter parking at least one (1) day per week regardless of whether those employees are engaged in work pursuant to the contract. The Consultant acknowledges this requirement and has signed the attached statement as Schedule “J”.

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

TWENTY-NINTH: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.
THIRTIETH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

By: ________________________________
   Name:
   Title:

[CONSULTANT]

By: ________________________________
   Name:
   Title:

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ___ day of _____, 20___.

Approved as to form and manner of execution

______________________________
Assistant County Attorney
County of Westchester

c:\IPU\FNC\Drug.Testing..RFP.Sample.Contract.9.8.14
ACKNOWLEDGMENT

STATE OF NEW YORK )
COUNTY OF ) ss.: 

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

Date: ________________  ______________________________________

Notary Public
CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

I, ____________________________________________________________,
(member or manager other than person executing the agreement)
certify that I am a ____________________ of __________________________
(member/manager)                      (Name of Limited Liability
Company)
(duly organized under the Laws of the State of ______________________;
(Name of State)
who signed said Agreement on behalf of the LLC
(Person Executing Agreement)
was, at the time of execution, a manager of the LLC; that said Agreement was duly
signed for and on behalf of said LLC and as the act of said LLC for the purposes therein
mentioned.

______________________________
(Signature)

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

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

Date: __________

______________________________                        Notary Public
SCHEDULE “A”
SCOPE OF SERVICES

[TO BE INSERTED].
SCHEDULE “B”
CONSULTANT’S PROPOSAL

[CONSULTANT PROPOSAL TO BE INSERTED].
SCHEDULE “C”

STANDARD INSURANCE PROVISIONS
(Consultant)

[SEE RFP].
SCHEDULE “D”

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

[SEE RFP].
Contract #: ______________________________
Name of Contractor: ______________________________

SCHEDULE “E”
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

[SEE RFP].
SCHEDULE “F”

CRIMINAL BACKGROUND DISCLOSURE

[SEE RFP].
SCHEDULE “G”

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?
Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON’T INCLUDE A VOIDED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.
INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

3. Vendor Primary Address:

4. Contact Person Name: ___________________________ Contact Person Telephone Number: ___________________________

5. Vendor E-mail Addresses for Remittance Notification:

6. Vendor Certification: I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

Authorized Signature ___________________________ Print Name / Title ___________________________ Date ___________________________

Section II - Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number: ___________________________ 10. Account Type: (check one) □ Checking □ Savings

11. Bank Account Number: ___________________________ 12. Bank Account Title:

13. Bank Contact Person Name: ___________________________ Telephone Number: ___________________________

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.

Authorized Signature ___________________________ Print Name / Title ___________________________ Date ___________________________

(Leave Blank - to be completed by Westchester County) - Vendor number assigned ___________________________
Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you cannot attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.
SCHEDULE “H”

Index No.

STATE OF )
COUNTY OF ) ss.: __________________________________________________________________________,

(Name), being duly sworn, deposes and says under penalty of perjury that the following statements are true:

1. I am the __________________________________________________________

   (Title, Officer, Partner, Owner, etc.)

   of ________________________________________________________ (the "Consultant")

   (Name of Consultant)

which has been retained by the County of Westchester to provide consultant services in connection with ______________________________________________________________

2. The Consultant agrees that it has no interest and will not acquire any interest direct or indirect, that would conflict in any manner or degree with the performance of services to be rendered to Westchester County.

3. The Consultant, further agrees that, in the rendering of services to the County, no person having any such interest shall be employed by it.

4. I make this Affidavit on behalf of the Consultant with its full knowledge and consent, pursuant to the requirements of Local Law No. 3-1988 of the Westchester County Board of Legislators and with the intent that the County of Westchester will rely on the statements contained herein.

_________________________________

Consultant

Sworn to before me this ________
day of ______________________, 20__

___________________________
NOTARY PUBLIC

[Note to Consultants: Please file this Affidavit directly with the Office of the Westchester County Clerk, Legal Division. The filing fee is $5.00.]
SCHEDULE “I”
CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

[SEE RFP].
SCHEDULE “J”
ENROLLMENT IN A QUALIFIED TRANSPORTATION FRINGE PROGRAM

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

1.) the County is committed to pay over to the Contractor funds for services which are to be provided to or on behalf of the County, the total value of which is at least $100,000 in any twelve month period during the contract term, and

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

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

I certify that, under Executive Order 7-2005, ________________________________________:

(Name of Contractor)

_____ is required to be enrolled in a QTFP and:

(please check off only one option)

_____ is enrolled in a QTFP

_____ has initiated the process of enrolling in a QTFP

_____ is requesting a waiver from compliance with Executive Order 7-2005 because:

(please check off only one option and attach a detailed explanation)

_____ the Contractor has an inability to comply

_____ hardship would result from compliance

_____ is not required to be enrolled in a QTFP because:

(please check off all that apply)

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

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

Signature:

____________________________________

Name:
____________________________

Title:
____________________________

Date:
____________________________