



COUNTY OF WESTCHESTER, NY
REQUEST FOR PROPOSALS

FOR
LAW DEPARTMENT/OFFICE OF RISK MANAGEMENT

SAFETY TRAINING, RISK MANAGEMENT AND LOSS
CONTROL SERVICES

ANTHONY DIBUONO, JR.
DEPARTMENT OF LAW
OFFICE OF RISK MANAGEMENT
148 MARTINE AVE, ROOM 241
WHITE PLAINS, NY 10601

ISSUE DATE: April 3, 2017
REPLY DATE: April 28, 2017

I. PROPOSAL INFORMATION

The County of Westchester (the “County”) invites you to submit proposals for Safety Training, Risk Management and Loss Control Services on an “as needed” basis for a period of (3) three years, with the County’s option to extend for two additional (1) one-year periods, in accordance with the specifications set forth herein. Proposals will be received at the office of Mr. Anthony Di Buono, Director of Risk Management **until 2:00 p.m. on April 28, 2017.**

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

PROCUREMENT SCHEDULE

Issue Date: April 3, 2017
Due Date: April 28, 2017 at 2:00 P.M.

A.) PROPOSAL SUBMISSION

Each proposer must submit one (1) electronic copy (Microsoft Word or PDF format) to ajd4@westchestergov.com and one (1) original, in hard copy, in a sealed envelope, to

Anthony DiBuono, Jr.
Director, Risk Management
County of Westchester
Office of Risk Management
148 Martine Avenue, Room 241
White Plains, NY 10601

The proposals must be clearly marked: “Proposal—Safety Training, Risk Management and Loss Control Services--Westchester County”.

Proposals must be received no later than **2:00 p.m. on April 28, 2017.** Time is of the essence, and any proposal received **after 2:00 p.m. April 28, 2017 whether by mail or otherwise, will be returned.** Nothing herein is intended to exclude any responsible firm, or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

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 reserves the right to use other criteria in making its decision. (Please see Evaluation Criteria Section.) The successful proposer shall be required to execute, acknowledge and deliver to the County, an Agreement to be drafted by the County.

B.) REQUESTS FOR CLARIFICATION

All requests for clarification of any items must be written and emailed to plg1@westchestergov.com by **April 12, 2017**. Formal written responses will be distributed by the County on or before **April 19, 2017**. No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.

C.) PROPOSAL REQUIREMENTS

Each proposal must include the listed items below. Proposals that do not contain all the required forms will not be reviewed or considered. Please be sure to include all information requested.

- a) Proposer Certification (Section IV)
- b) Proposal, responding to the items outlined in Section II, below.
- c) Schedule C: Questionnaire Regarding Business Enterprises Owned and Controlled by Women or Persons of Color
- d) Schedule D: Certification Regarding Business Dealings with Northern Ireland
- e) Schedule E: Disclosure of Relationships to County
- f) Schedule F: Criminal Background Disclosure

Proposals **MUST** be signed. Unsigned proposals will be rejected. The proposal must be signed by an official authorized to bind the proposer to its provisions.

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

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.

II. BACKGROUND, SCOPE OF WORK, & PROPOSAL CONTENT

A.) BACKGROUND

The County is soliciting proposals for technical assistance in developing and conducting in-house safety training, regulatory compliance and general risk management consultation for a 4500 employee organization. Please refer to Attachment "A" for a brief description of Westchester County Departments and their functions.

B.) SCOPE OF WORK and DELIVERABLES

The work to be provided shall be on an “as needed” basis and billed at an hourly rate. Training services and compliance programs to be provided on an “as needed” basis may include, but not be limited to, the following:

- 1) Compliance of County facilities with the New York State Department of Labor/Occupational Safety and Health Administration/Public Employees Safety and Health Bureau (“NYS DOL”/”OSHA”/”PESH”) codes and standards, and training requirements. Certain training requirements will be targeted to specific classifications of employees as a need is identified.
- 2) Train County supervisors at the direction of the Westchester County Director of Risk Management.
- 3) Assist in the development of compliance programs for various County facilities. Such plans and programs include, but are not limited to Spill Prevention Control and Countermeasures (SPCC) Plans, Personal Protective Equipment (PPE) Plans, Hazardous Waste Management Plans, Hazardous Waste Contingency Plans, Integrated Contingency Plans, Hazard Communication Plans, Emergency Response Plans, Emergency Action Plans, Respiratory Protection Programs, and Industrial Hygiene.
- 4) Assist in “mock” EPA and/or OSHA/PESH (or other regulatory agencies) inspections/audits to determine safety and health hazards that may exist in the work environment and indicate necessary corrective methods, i.e. engineering, administrative or operational changes, and/or personal protective control measures effective in reducing or eliminating exposures.
- 5) Assist in the review and yearly update of compliance plans, operations and management plans, policies and procedures of County facilities.
- 6) Assist with sampling, decontamination and abatement of areas with potential hazardous contaminants, gases and vapors, asbestos, and dangerous noise levels.
- 7) Consultant attendance and participation (as necessary) in safety committee meetings, as well as meetings with regulatory agencies.
- 8) Consult and assist, as needed, with all aspects of the overall Loss Control effort including but not limited to: General Liability, Automobile Liability, as well as Worker Safety.

DELIVERABLES

All requested deliverables (course outlines, instructor guides, books, manuals, audiovisuals, specialized models or demonstration materials, etc.) shall be comprehensive, legible and technically accurate in their final form. The typical minimal deliverables are listed below.

1.) (STATUS REPORTS)

Due monthly in final form to include at minimum:

- a) Consultant staff hours and dollars charged.

- b) Project status on all deliverables with highlights of work completed, critical issues, problems or potential problems (both technical and administrative) and recommended solutions, which may interfere with the timely completion of the project.
- 2.) (AS NEEDED, DEVELOP COURSE OBJECTIVES, OUTLINES, SUPPLEMENTED MATERIALS)
- a) Draft design of tentative course presentation.
 - b) Final printed course materials that meet applicable regulatory requirements.
- 3.) (AS NEEDED, SELECTION & PURCHASE OF AUDIOVISUAL MATERIALS)
- a) Suggested list of audiovisual materials with brief summary of advantages and disadvantages of each topic/title listed.
- 4.) (AS NEEDED, TRAIN COUNTY EMPLOYEES)
- a) Provide training classes in a timely manner to comply with regulatory requirements.

C.) PROPOSAL CONTENT

- 1.) All proposals must include the information requested below. The entire proposal, excluding the work example requested in #6 below, shall be no more than fifty (50) pages in length. Be sure to indicate next to your response which question is being answered. If the answer is contained within another area of the proposal, please state where the information can be located.
- a.) Provide information regarding the history and organization of your firm. Include your areas of expertise, number of employees, number of offices and locations, and which office would be responsible for this account.
 - b.) Describe the roles of the principal and other personnel assigned to the account, including their name and title, experience, educational background or resume. Personnel assigned as “trainers or instructors” in conducting the proposed services shall include two client references.
 - c.) Provide a list of client references, preferably government or other public entities. Include the name of the organization, addresses, telephone numbers, name and title of the organization’s representatives assigned to review/monitor the work performed, and hours available.
 - d.) Submit information regarding the firm’s access to specialized technical equipment or training aids related to the various training programs that may be required.
 - e.) Describe your firm’s conceptual plan to deliver the services for the various training and training programs. Be specific.
 - f.) Include one example of a training course package your firm has developed and utilized for a municipality or governmental agency or which has addressed one of the objectives outlined within the Scope of Work.
 - g.) Provide a list of hourly rates for all personnel that will be utilized to provide the services as listed under the Scope of Work. Also, please provide any increase in

hourly rates should the County opt to extend the contract for two additional one-year periods.

h.) Complete the forms annexed hereto as Attachments.

2.) MINIMUM QUALIFICATIONS

- a.) At least five years of experience as a consultant specializing in the development and delivery of safety training programs.
- b.) The consultant must be authorized to do business or licensed to do business in New York State.
- c.) One of the consultant's offices must be located within a 50-mile radius of the County.
- d.) The consultant should have at least one municipal client during the past two years.

III. LEGAL

A.) UNDERSTANDINGS

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;
- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

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

B.) EVALUATION CRITERIA

Each proposal received will be evaluated by a selection committee 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:

- a.) Quality of the proposal, responsiveness to the RFP requirements and the consultant's ability to design, implement, and administer safety training classes and programs.
- b.) Overall qualifications, experience, safety management philosophy, and qualifications and compatibility of the personnel assigned to the project.
- c.) The hourly rates to be charged for the services provided hereunder on an as needed basis.
- d.) Proven ability of the consultant to select, acquire, and provide support services (i.e. develop/purchase visual aid materials, develop lesson plans, develop safety awareness materials, and presentations).

C.) CONTRACT

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

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

a.) INDEMNIFICATION AND INSURANCE

“The Consultant agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “___”, entitled “Standard Insurance Provisions”, which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance requirements contained herein 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, attorneys' fees or loss arising directly or indirectly out of the acts or omissions 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.

See: Section V, Schedule “B” for the “Standard Insurance Provisions”.

b.) NON-DISCRIMINATION

“The Consultant expressly agrees that neither it nor any Consultant, subconsultant, 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.”

c.) COMPLIANCE WITH LAWS

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

d.) RECORDS

“ All records or recorded data of any kind compiled by the Consultant in completing the Work describe 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 Director of Risk Management. The County shall have the right to reproduce and publish such records if it so desires, at no additional cost to the County.

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

The Consultant agrees to defend, indemnify and hold harmless the County of Westchester 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 reasonable available, the deliverable may be returned.”

e.) APPROPRIATIONS

“The parties recognize and acknowledge that the obligations of the county under this agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executor 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 the Agreement constitute a pledge of the general tax revenues, funds or monies of the County. The County shall pay amount 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 Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

D.) NON-COLLUSION

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

E.) 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 also 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.

F.) INDEPENDENT CONTRACTOR

Any contracts awarded pursuant to this RFP shall be for the provision of independent contractors and not employees of the County. Proposers shall withhold income taxes, withhold and pay Social Security and Medicare taxes, and pay unemployment tax on all wages paid to its employees while providing services under any contract resulting from this RFP.

G.) CONTENTS OF PROPOSAL AND FREEDOM OF INFORMATION LAW

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

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

“NOTICE

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

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

and

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

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

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

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

H.) MBE/WBE

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

I.) MACBRIDE PRINCIPLES

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as Schedule "D". Therefore, the County asks Proposers to complete the questionnaire attached hereto as Schedule "D".

J.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

K.) CRIMINAL DISCLOSURE

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

L.) NEWS RELEASES

Communications to third parties pertaining to this RFP or the service, study or project to which it relates will not be made without prior County approval, and then only in coordination with the Issuing Office.

M.) INDEPENDENT PRICE DETERMINATION

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

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

2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer; and
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

N.) AUTHORITY TO DO BUSINESS IN NEW YORK

Any foreign corporation, LLC, LLP or partnership must furnish a copy of its certificate of authority from the New York Secretary of State to do business in the State of New York.

O.) PROPOSER CERTIFICATION

Each person signing the proposal certifies that:

1. He or she is the person in the proposer's organization responsible within that organization for the decision as to the prices being offered in the proposal and that he or she has not participated, and will not, participate, in any action contrary to Part M above (Independent Price Determination), or
2. He or she is not the person in the proposer's organization responsible within that organization for the decision as to the prices being offered in the proposal but that he or she has been authorized in writing to act as agent for the persons responsible for such decision I certifying that such persons have not participated, and will not participate, in any action contrary to 1, 2 and 3 above and as their agent does hereby certify; and that he or she has not participated, and will not participate, in any action contrary to 1, 2 and 3 above.

IV. PROPOSER CERTIFICATION

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

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

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

Proposer Name

By: _____
Name and Title

v. **SCHEDULES**

**SCHEDULE “A”
DEPARTMENTS AND OPERATIONS**

- ❖ COUNTY EXECUTIVE – Chief executive and administrative officer of the County and official head of County government. County executive is elected for a term of 4 years. This Office of the County Executive consists of the following departmental programs: Government Relations, Government Operations, Advocacy & Community Services, Public Affairs, Cultural Affairs and Citizens Services.
- ❖ BOARD OF LEGISLATORS – The governing body of the County, is the legislative and co-equal branch of County government. It consists of 17 members, each of whom serves for two years and represents a district with approximately 50,000 people.
- ❖ COUNTY CLERK - The County Clerk is an elected official, with a 4-year term. The Office of the County Clerk is charged with maintaining land and legal records, licensing, and naturalization and passports.
- ❖ DISTRICT ATTORNEY – Chief Law Enforcement Officer of the County, responsible for the investigation and prosecution of all crimes and offenses committed in the County. The District Attorney is an elected official, with a 4-year term.
- ❖ ENVIRONMENTAL FACILITIES – Operates and maintains water and wastewater treatment facilities (including pumping stations) throughout the County.
- ❖ SOLID WASTE DIVISION OF ENVIRONMENTAL FACILITIES – The division operates Transfer Stations and a Residue Site in connection with Resource Recovery Facility. The division also operates the County’s material recovery facility.
- ❖ INFORMATION TECHNOLOGY – This Department provides the County with Programming Software/Hardware maintenance and procurement. Also responsible for the Official County records and Archive Center.
- ❖ DEPARTMENT OF PARKS, RECREATION AND CONSERVATION – This Department maintains and operates over 16,000 acres of Park Facilities, including 22 Parks, 5 golf courses, 5 swimming pools, the Bronx River Parkway, and various camping facilities and museums (Historic Sites). Two major sites are outlined as follows:
 - A. WESTCHESTER COUNTY CENTER – This recently renovated Public assembly and entertainment facility, which seats approximately 4500, accommodates various types of entertainment, i.e., concerts, stamp and coin shows, sporting events, and exhibitions; it is also used as a conference center.

- B. PLAYLAND AMUSEMENT PARK – this Facility, which has been designated an historical landmark, features a wide variety of amusement facilities ranging from game rooms to roller coasters to beach, pool and indoor ice-skating rinks.
- ❖ DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION–
- A. Public Works: This Department is charged with providing a) engineering design, survey and construction, b) supervision for all County projects c) maintenance and repair of County buildings in White Plains, the Valhalla campus and various County-leased locations d) maintenance and operations of the County bridges and County roadways and e) maintenance of the County’s automotive fleet.
- B. Transportation: This Department facilitates the efficient and economical movement of people through a balanced and environmentally sensitive transportation system. Principle services include: Surface Transportation, Fiscal Affairs/Capital Acquisition, Special Transportation Services, Planning, Passenger Service/Marketing, and the Airport.
- ❖ WESTCHESTER COMMUNITY COLLEGE – located on 218 acres, this fully accredited 2 year College consists of approximately 15 buildings, ranging from Classroom buildings to Science and Technology buildings, as well as a maintenance building, a new administration building and a new child care center.
- ❖ HEALTH DEPARTMENT- This Department’s principle programs include Communicable Disease Control, Environmental Health Services, Community Health Services, Health Education and Information, Administration, and Services for Children with Disabilities. The Commissioner of Health is vested with all of the powers and duties necessary under the mandates of the New York State Public Health Law.
- ❖ COMMUNITY MENTAL HEALTH – Provide leadership and oversight of the public mental health system; Community Mental Health seeks to prevent disability and improve the functioning of residents affected by mental illness, developmental disabilities, alcoholism and substance abuse. Principle services include: Mental Health Services, Developmental Disabilities, Substance Abuse/Alcohol Services, Community Service Operations, Administrative Services and Employee Assistance Program.
- ❖ PUBLIC SAFETY – This Department provides primary and supportive law enforcement services throughout Westchester County. Principle services include: Administration, Civil Bureau, Patrol Bureau, Detective Bureau, Police Training Academy, Office of Disaster and Emergency Services, STOP-DWI Program and Taxi & Limousine Commission.
- ❖ DEPARTMENT OF PLANNING – This Department comprises Land Use and Research, GIS and Cartography, Facilities Planning and Design, Environmental Planning, Housing and Community Development, Real Estate and Capital Projects.

- ❖ DEPARTMENT OF LAW – Comprised of Litigation, Contracts and Real Estate, Family Court, Appeals, Opinions and Legislation, Administration and Operations, and Risk Management.
- ❖ FINANCE – This Department includes General Accounting, Accounts Payable, Payroll and Benefits, Treasury, Financial Reporting and Analysis, Auditing Services and Financial Systems Management

VALHALLA CAMPUS – Several County Departments maintain facilities at this location and are outlined below:

- A. DEPARTMENT OF LABS AND RESEARCH – Operates out of the Public Health Laboratory Facility conducting various highly technical laboratory tests on complex equipment ranging from autopsies to virology.
- B. FIRE TRAINING FACILITY – Consists of Fire Station and Training Buildings including an Observation Tower, Smoke House and a six (6) Story Training Drill Tower, Classroom, Apparatus, and Garage.
- C. DEPARTMENT OF CORRECTION – This Department has the capacity to house 1492 sentenced and detained men and women. Facilities include: Men and Women’s Jail/Penitentiary, Health Care Facility, and Radio Tower.
- D. DEPARTMENT OF SOCIAL SERVICES – Provides for income support and social services to eligible residents in accordance with applicable laws. Operates “Woodfield Cottage” on the Valhalla campus, a secure juvenile detention facility housing males and females. The operation of this facility is currently contracted to a third party, and has a maximum capacity of 24 adolescents both male and female.

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 form 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.

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.

SCHEDULE “C”

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

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

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

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

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

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

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

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

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

_____ No

_____ Yes

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

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

_____ Women

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

- _____ Black persons having origins in any of the Black African racial groups
- _____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race
- _____ Native American or Alaskan native persons having origins in any of the original peoples of North America
- _____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "D"

**CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND**

A. The Consultant and any individual or legal entity in which the Consultant 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 Consultant (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

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

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

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

D. The Consultant agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Consultant is in violation of paragraph "A", the County shall review such information and give the Consultant opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Consultant 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 Consultant 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 Consultant. If this is a contract other than a construction contract, the Consultant 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 Consultant 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 Consultant in partial or total default in accordance with the default provisions of this Agreement. In addition, the Consultant may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Consultant, giving the Consultant the opportunity for a hearing at which the Consultant 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 Consultant: _____

By (Authorized Representative): _____

Title: _____ Date: _____

SCHEDULE "E"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

- 3.) Do any County officers or employees have an **interest**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 "F"

**CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS**

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

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

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

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

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

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.

- 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 Officer³. 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.

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, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Notary Public

Date