



Robert P. Astorino, County Executive  
John B. McCaffrey, Chief Information Officer  
Department of Information Technology

County of Westchester, NY

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# Request For Proposals

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## For Information Technology Professional Consultant Services

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John B. McCaffrey  
Chief Information Officer  
Department of Information Technology  
148 Martine Avenue, Room 313  
White Plains, NY 10601

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Issue Date: August 21, 2017  
Due Date: September 13, 2017

## **I. PROPOSAL INFORMATION**

The County of Westchester (the "County"), acting by and through its Department of Information Technology ("DoIT"), is seeking proposals from qualified individuals and companies to provide various information technology services. The County desires to have these services performed by one or more vendors on a professional consultant basis.

The list of services solicited by this RFP (the "Services List") is included in an attached Microsoft Excel spreadsheet entitled "2018 Professional Consultant Services Response Sheet" and is incorporated into this RFP by reference. The scope of work being solicited by this RFP is further described in Section II(C), below.

Copies of this RFP may be downloaded from the County website for RFPs:  
<http://www.westchestergov.com/rfp> under "IT Professional Consultant Services"

*Please be advised that although this RFP may appear similar to previous requests for proposals for similar services, this RFP has its own, specified requirements, which may differ from other requests for proposals. Accordingly, each proposer is strongly advised to carefully review this RFP in its entirety, to ensure that any subsequent proposal it submits conforms with the requirements of this RFP.*

### **A.) PROCUREMENT SCHEDULE**

Issue Date:	August 21, 2017
Requests for Clarification Due:	August 29, 2017 at 12:00 p.m.
Written Responses to Requests for Clarification Distributed:	on or before September 1, 2017
Due Date:	September 13, 2017 at 12:00 p.m.

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

### **B.) REQUESTS FOR CLARIFICATION**

A list of "Frequently Asked Questions" is attached to this RFP as Schedule "G". If a proposer requires further clarification, the proposer may submit a request for clarification. All requests for clarification MUST be submitted, as set forth below, by 12:00 p.m. on August 29, 2017.

All requests for clarification must be typed and emailed to: John B. McCaffrey at:  
[RFP-DoITProSvc@westchestergov.com](mailto:RFP-DoITProSvc@westchestergov.com).

Formal written responses will be distributed by the County on or before September 1, 2017 by being posted on the County website for RFPs: <http://www.westchestergov.com/rfp>

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

### **C.) PROPOSAL SUBMISSION**

Each proposer must submit:

- 1.) One (1) electronic copy of its proposal to [RFP-DoITProSvc@westchestergov.com](mailto:RFP-DoITProSvc@westchestergov.com) in Microsoft Word or PDF format (except for the completed Services List spreadsheet

that contains the proposer's price proposal for each service, which must be a separate document in Excel format),

and

2.) One (1) original, in hard copy, in a sealed envelope, to:

John B. McCaffrey  
Chief Information Officer  
Department of Information Technology  
148 Martine Avenue, Room 313  
White Plains, New York 10601

The sealed envelope must be clearly marked: "Proposal – Information Technology Professional Consultant Services".

All copies of each proposer's proposal must be received by the County by the stated due date. The County is not responsible for any internal or external delivery delays that may cause the proposer's proposal to arrive beyond the deadline. To be considered, a proposal MUST arrive at the place(s) specified herein and be time stamped prior to the deadline.

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

#### **D.) RFP AMENDMENTS OR ADDENDA**

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

[NO FURTHER TEXT ON THIS PAGE]

## **II. BACKGROUND, ANTICIPATED TERM, SCOPE OF WORK, & PROPOSAL CONTENT**

### **A.) BACKGROUND**

The County's DoIT is a multiple vendor environment embracing a wide range of technologies and supporting multiple operating systems, software and architectures. It is responsible for the development, implementation and support of computer systems for all County departments. These systems support the daily business processes and mission critical functions of the County.

In order to gain a better understanding of the overall operation of DoIT, prospective proposers may wish to review the most recent DoIT Annual Report, which is available in PDF format at: <http://doit.westchestergov.com/images/stories/pdfs/2016AnnualReport.pdf>. However, DoIT cannot guarantee that the report is fully complete or accurate in every detail. Therefore, DoIT makes no representations or warranties with respect to the completeness or accuracy of the report, and strongly encourages prospective proposers to submit requests for clarification regarding any specific items that they believe are unclear.

The County's work week is Monday through Friday and is thirty-five (35) hours of work per week.

The County may require that all individuals who will be providing services to the County be fingerprinted, have background checks, and wear County-provided photo identification badges. The County may impose additional requirements on such individuals in order to ensure that all individuals who have access to County facilities, infrastructure, and/or data meet all applicable governmental requirements.

### **B.) ANTICIPATED TERM**

The term of any agreement resulting from this RFP is anticipated to be two (2) years. Each such agreement is anticipated to commence on or about January 1, 2018. However, the County reserves the right to determine the commencement date for each such agreement, as well the right to execute such an agreement for a term of less than two (2) years.

### **C.) SCOPE OF WORK**

The County is seeking proposals for each of the one hundred eighteen (118) services listed in the Services List. A prospective proposer that proposes to provide more than one of the services specified in the Services List must follow the requirements specified in this RFP for submitting a proposal to provide more than one service.

All services are to be performed at the County's site.

For each listed service, the County is seeking proposals from proposers to provide **all work necessary for that service** during the term of any resulting agreement.

**The County may, in its discretion, enter into a contract with two (2) proposers for a given service, with one proposer contracted as the primary provider of the service and the other proposer contracted as a backup that will only provide services if the primary**

**provider is unable to do so. The County may also enter into a contract with only (1) proposer for a given service, or not enter into any contract for a given service.**

Based upon the its evaluations and ranking of the proposals received in response to this RFP, the County may, as described above, seek to enter into no contracts or may seek to enter into one or more contracts for one or more of the services specified in the Services List.

#### **D.) PROPOSAL CONTENT**

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

- a.) All of the information requested in **Schedule “F”**, including a completed Services List spreadsheet.
- b.) **Section IV** — Proposer Certification, including the applicable acknowledgement and certificate of authority document(s).
- c.) **Schedule “B”** — Questionnaire Regarding Business Enterprises Owned and Controlled by Women or Persons of Color
- d.) **Schedule “C”** — Certification Regarding Businesses Dealings with Northern Ireland
- e.) **Schedule “D”** — Disclosure of Relationships to County
- f.) **Schedule “E”** — Criminal Background Disclosure

Please be advised that proposals must conform to the following guidelines:

- a.) Proposals **MUST** be signed with ORIGINAL SIGNATURES on ALL DOCUMENTS that require signatures. Accordingly: a.) the hard copy of the proposal shall have such an original signatures on all documents that require signature, and b.) the electronic copy of the proposal shall (if done in PDF format) include a scan of the hard copy documents with original signatures on them or (if done in Word format) include an image of an appropriate original signature inserted in all places requiring such a signature.

The proposal must contain a cover letter, written on the proposer’s letterhead, that states the date of submission of the proposal and states the following: “This proposal constitutes a valid, binding and continuing offer at the prices set forth in this proposal for a period of one hundred and twenty (120) days from the date of submission of this proposal.” The cover letter must be signed by a person authorized by the proposer to make a binding proposal. **Proposals that lack the required statement or have an unsigned cover letter will be rejected.**

- b.) Proposal must be typed or printed in black ink. All corrections made by the proposer must be made prior to the due date for proposals, and must be initialed and dated by the proposer. No changes will be allowed after the due date for proposals.

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

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### **III. LEGAL**

#### **A.) UNDERSTANDINGS**

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

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

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

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP;
- To select the proposal(s) that is(/are) most advantageous to the County and not necessarily on the basis of price or any other single factor in the evaluation criteria;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place(s) specified herein and be time stamped prior to the deadline.

## **B.) EVALUATION CRITERIA**

For each service listed in the Services List, the County will individually evaluate all of the proposals received for that service and rank such proposals against each other. The County shall apply the evaluation criteria listed below in evaluating and ranking each proposal for each service.

**The 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.**

1. Cost: The fees for providing the service.
2. Commitment: The credibility of the proposer's commitment to provide the service sought by this RFP; meet or exceed all requirements; and provide quality personnel. This includes review of resumes (including education/training, experience, and certifications), the proposer's business proposal, and the proposer's oral presentation (if one is required by the County).
3. Experience and Competence: The proposer's specific experience and demonstrated ability in providing the service on a scale comparable to that of the County (as described in this RFP), including experience providing the service to other government entities.
4. References and (if applicable) past performance under a previous contract with the County.

## **C.) CONTRACT**

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

Each proposer accepts and agrees that, if selected by the County, it will be asked to sign a contract containing the following, or language in substantially the following form:

### **a.) INSURANCE, INDEMNIFICATION, AND DEFENSE**

"The Consultant agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A", 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 "A", 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, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the 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: Schedule "A" to this RFP for the "Standard Insurance Provisions".*

b.) NON-DISCRIMINATION

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

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

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

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

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

#### 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 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.”

f.) **DELEGATIONS, ASSIGNMENTS, AND SUBCONTRACTING**

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 subcontractors 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 subcontractor 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 subcontractor’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 subcontractor or his/her duly authorized representative that the subcontractor 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 subcontractor necessary to review the subcontractor’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 Chief Information Officer 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 subcontractor is in compliance with the material terms and conditions of the Agreement.

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

#### **F.) 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 owned and controlled by women or persons of color in contracts and projects funded by all departments of the County. Therefore, all proposers are required to complete the questionnaire attached to this RFP as Schedule "B".

#### **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 "C". Therefore, all proposers are required to submit with their proposal the Certification Form attached to this RFP as Schedule "C".

#### **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 "D".

#### **K.) CRIMINAL BACKGROUND DISCLOSURE**

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

#### **L.) NEWS RELEASES**

Communications to third parties pertaining to this RFP or the scope of services solicited by this RFP will not be made without prior County approval, and then only in coordination with the department that issued this RFP.

#### **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, as to any matter relating to such prices with any proposer; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer; and

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

**N.) AUTHORITY TO DO BUSINESS IN NEW YORK**

Any foreign business entity must, prior to entering into an agreement with the County, furnish a copy of its certificate of authority from the New York Secretary of State to do business in the State of New York.

[NO FURTHER TEXT ON THIS PAGE]

#### **IV. PROPOSER CERTIFICATION**

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

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

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

\_\_\_\_\_  
Proposer Name

By: \_\_\_\_\_  
Name:  
Title:

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













**SCHEDULE "A"**  
**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 Consultant's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the 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 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS

form CE-200, available to download at: <http://www.wcb.ny.gov>

If the employer is self-insured for 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.

[NO FURTHER TEXT ON THIS PAGE]

## SCHEDULE "B"

### 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 "C"

### 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 respondent 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: \_\_\_\_\_

Contract #: \_\_\_\_\_  
Name of Contractor: \_\_\_\_\_

**SCHEDULE "D"**  
**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> "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.<sup>1</sup> 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.

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<sup>1</sup> For these disclosures, a “crime” or “pending criminal charge” includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

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

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

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

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

### **Exemptions**

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer<sup>2</sup>. 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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<sup>2</sup> Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

**Subconsultants, Subcontractors, Sublessees, or Sublicensees**

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

**New Persons Subject to Disclosure**

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

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*PLEASE CONTINUE TO THE*

*Criminal Background Disclosure Form and Certification*

*BEGINNING ON THE NEXT PAGE*

Contract #: \_\_\_\_\_  
Name of Consultant, Contractor, Lessee, or Licensee: \_\_\_\_\_

**CRIMINAL BACKGROUND DISCLOSURE**  
**FORM AND CERTIFICATION**

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

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

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

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

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

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

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

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

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

- vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
  - 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

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

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

## SCHEDULE "F"

Please note that the following items should be prepared simply and economically, providing straightforward, concise information while demonstrating the proposer's ability to provide the service(s) the proposer is proposing to provide. The County is not seeking proposals that were expensive to prepare or are unnecessarily elaborate. Emphasis should be on conciseness, completeness, and clarity of content.

**Please also note that if the proposer is proposing to provide some or all of the service(s) through one or more subcontractors, that fact must be clearly noted in the appropriate places in the proposer's proposal, including, but not limited to, the executive summary. In addition, on the resume of each individual whose services are proposed to be provided through a subcontractor, the proposer must note the subcontractor by whom the person is actually employed.**

### 1.) Executive Summary

Each proposer must summarize the services they are proposing to provide to the County. This summary must, at minimum, include:

- A list of each of the services specified in the Services List that the proposer is proposing to provide and the approach to be applied in providing each service.
- The proposer's corporate financial position, capabilities, project management experience, organization and staffing. The proposer must specify any differences in those items (e.g. project management experience) between the different services specified in the Services List that the proposer is proposing to provide.
- Overall understanding of the County's needs for each of the services specified in the Services List that the proposer is proposing to provide.

This part is limited to a maximum of 10 pages.

### 2.) Personnel Resumes

A proposer may be an individual or a company.

- If the proposer is an individual, the proposer must provide a detailed resume for himself or herself. The resume must include academic background and degrees (indicate major field of study), professional certifications, and any previous participation in County projects. The proposer must also describe recent (within the last two years) experience that is relevant given the size and complexity of the County's information technology operations.

**Please note that if a proposer is proposing to provide more than one of the services listed in the Services List, the proposer must specify relevant experience (as described above) for each of the services that the proposer is proposing to provide.**

- If the proposer is a company, the proposer's project team (i.e., company staff members, and any proposed subcontractors) must be named, and a detailed

resume must be included for each project team member. The resume for each project team member must include academic background and degrees (indicate major field of study), professional certifications, and any previous participation in County projects. The proposer must also describe recent (within the last two years) experience of the project team that is relevant given the size and complexity of the County's information technology operations.

*Please note that resumes are not required for supporting team members (e.g., sales leads, account managers, etc.). However, resumes for all others, including all technical staff and all supervisors who are supervising the work being provided, must be provided in the proposal.*

**Please note that if a proposer is proposing to provide more than one of the services listed in the Services List, a project team must be specified for each of the services that the proposer is proposing to provide. The proposer must submit the required resumes and information about recent experience (as described above) for each project team.**

3.) In addition to all of the foregoing, each proposer's proposal must also contain:

- a) The full name of each individual, and the full name and physical address of each company or entity, that would be involved in providing the service(s) proposed to be provided and, if applicable, the branch office or the other subordinate units that will perform or assist in performing the service(s) proposed to be provided.
- b) The number of years of relevant experience of the proposer (for an individual, his or her number of years of relevant experience; for a company, the number of years the company has been in existence) and, if the proposer is a company, the structure of the company and the primary markets served.
- c) Samples of relevant work by the individual or, in the case of a company, by each individual proposed to work on the project team.

**Please note that if a proposer is proposing to provide more than one of the services listed in the Services List, samples of relevant work must be provided for each person for each of the services the proposer is proposing to provide.**

- d) Names, addresses and telephone numbers of three references for whom the proposer has performed similar services. For each project, each proposer must indicate
  - The work performed
  - Its duration
  - The size of the organization relative to the County
  - Proposed versus actual budget/cost.

4.) Additional Information Regarding the Proposer's Qualifications

In addition to the resume(s), references, and other information (specified above)

required to be submitted, each proposer may submit any additional information (in sufficient detail) it deems necessary to enable the County to evaluate its ability to provide the service(s) it proposes to provide.

#### 5.) Price Proposal

Each proposer must submit a price proposal **for each service listed in the Services List that the proposer proposes to provide to the County.**

The price proposal for **each service** must contain pricing for a minimum of four levels of experience: **1 year experience, 3 years of experience, 5 years of experience, and 10 years of experience**, which could be thought of as being Entry, Intermediate, Advanced Intermediate, and Senior. For each level of experience specified, the proposer must propose an hourly rate. For each service for which there is an applicable certification, each proposer may also propose an hourly rate for each level of experience for a person holding the applicable certification.

Please note that, as specified above in Section II(C) of this RFP, all services are to be performed at the County's site. Please take that into consideration, if necessary, in preparing your price proposal(s).

**Please note that each proposer's price proposal for each service that the proposer proposes to provide to the County must be submitted by inserting the appropriate information into the appropriate place(s) in the Services List spreadsheet.**

**Please note that each proposer must be sure to insert its name at the top of the Services List spreadsheet.**

*Please note that, as specified above in Section I(C) of this RFP, it is required that each proposer submit its price proposal(s) (i.e., the completed Services List spreadsheet) to the County as a separate document in Excel format when sending the County the electronic copy of its proposal.*

**SCHEDULE "G"**  
**FREQUENTLY ASKED QUESTIONS**

1. Does the County require submission of proof of insurance coverage with the proposal?

**Response:** No, proof of insurance coverage does not have to be submitted with the proposal. However, proof of insurance coverage will eventually be a requirement for the selected proposer(s) to execute a contract with the County.

2. Must proposers submit one or more résumés for each service for which the proposer is submitting a proposal?

**Response:** Yes. Please see the requirements explained in Schedule "F".

3. Can the same person be proposed for more than one service, where appropriate?

**Response:** Yes.

4. Is there a limitation on the number of résumés a proposer may include in its proposal for a given service?

**Response:** No. Please include all résumés for your proposed project team, as explained in Schedule "F".

5. Is the price proposed "not to exceed" or "firm pricing"?

**Response:** The County is requesting proposals for hourly rates. Any contract the County executes for any of the solicited services is anticipated to be billed at an hourly rate, with a total not-to-exceed contract amount.

6. The RFP specifies that all services are to be at the County's site. Are travel expenses to be included in the rate or will there be a separate provision for travel?

**Response:** The hourly rate proposed by the proposer should account for the total per-hour-cost required to provide a consultant to be on-site. There will be no separate provision for travel costs.

7. How many vendors will be chosen from the procurement process?

**Response:** The County may, in its discretion, enter into a contract with two (2) proposers for a given service, with one proposer contracted as the primary provider of the service and the other proposer contracted as a backup that will only provide services if the primary provider is unable to do so. The County may also enter into a contract with only (1) proposer for a given service, or not enter into any contract for a given service.

8. Is the County looking for a technical team to do the work?

**Response:** The County is seeking professional consultant services. As stated in Section I of the RFP, the County is soliciting proposals from qualified individuals and

companies. As explained in Schedule "F", either an individual or a project team may be proposed to provide a given service.

9. Can you elaborate a little on the definition of "sample of relevant work?"

**Response:** The phrase "samples of relevant work" in Schedule "F" is not defined in order to allow each proposer to make that determination for itself. How a proposer determines what is relevant and what samples to provide is in its discretion. Please note that if a proposer is proposing to provide more than one of the services listed in the Services List, samples of relevant work must be provided for each person for each of the services the proposer is proposing to provide.

10. Can one resume be submitted for all four rates or must there be a resume for each of the four levels of experience?

**Response:** If you are proposing different individuals for different levels of experience, you must include a resume for each such individual, and you may note each individual's level of experience if you wish (but it should be clear from their resume).

11. Will you be holding proposed candidates' interviews? If yes, will you permit Non- Local specific candidates to appear Telephonic / Skype mode of interview?

**Response:** As noted in Section II of the RFP, [p]roposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. The decision as to whether such presentations are necessary or not will be made in the County's sole discretion

12. Is it acceptable to only include the skill set on the resumes or do we also need to include the candidate names?

**Response:** It is required to include the candidate name on each resume. Each resume should be specific to, and personal to, the person named in it.

13. If we have past Westchester County experience, is it sufficient and acceptable to use county examples for the "relevant experience" section or should we also or instead include other clients?

**Response:** As noted above, the phrase "samples of relevant work" in Schedule "F" is not defined in order to allow each proposer to make that determination for itself. Each may proposer may, in its sole discretion, determine whether to provide examples of relevant work that was provided to the County, to other clients, or a combination of the two.

14. If we have past Westchester County experience, can we use any of the managers we have worked with as references or do we need to use managers from other clients as references?

**Response:** Each proposer may, in its sole discretion, determine whether to provide references from former or current employees the County, from other clients, or a combination of the two.

15. May the vendor personally deliver the hard copy of the proposal to address identified on page 2?

**Response:** Yes, you may personally deliver the proposal. However, you must still separately submit the required electronic copy of the proposal.

16. Should we submit the certificate of authority from the New York Secretary of State to do business in the State of New York as a part of proposal?

**Response:** No, such a certificate is not required as part of the proposal.

17. Is the County only looking for local vendors?

**Response:** No, the County invites proposals from all qualified individuals and companies .

18. Companies that submitted proposals in response to a request for proposals for similar services in 2016 were never informed about their selection or rejection. Will this be the case again?

**Response:** Due to the high number of responses received, only those proposers that are being considered for contract awards will be notified.

19. If we are not selected then can we know the reason of rejection?

**Response:** The County does not contact individual vendors with further information about the evaluation and ranking process.

20. Will the County give preference to minority-or-women-owned businesses?

**Response:** The County encourages the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts. However, there is no preference given to minority- or women-owned businesses. The County will apply the evaluation criteria listed in the RFP in evaluating and ranking each proposal for each service.

21. Does the person in the resume need to be an employee of the proposer or can they be contractual employees as well?

**Response:** They can be contractual employees, but this information must be disclosed.

22. We are an awarded vendor for the similar RFP from 2016. Are we required to submit a new proposal?

**Response:** Yes. This is a new RFP. Any and all previous RFPs for the same or similar services is not relevant to this current procurement process.

23. Can we selectively respond to a few of the services on the Services List or is it mandatory to provide rates for all the services on the Services List?

**Response:** Each proposer can propose to provide as many or as few services as it decides to propose, in its sole discretion. It is not mandatory that each proposer provide rates for all of the solicited services

24. What kind of sample work needs to be submitted with response?

**Response:** As noted above, the phrase “samples of relevant work” in Schedule “F” is not defined in order to allow each proposer to make that determination for itself. How a proposer determines what is relevant and what samples to provide is in its discretion.

25. Will the consultants be required full-time or on a part time, per-hour basis?

**Response:** Services are to be provided at an hourly rate, as needed, and as otherwise specified in the RFP.

26. Is it correct to understand that the Executive Summary will be (one single) common section for all Services we propose to provide?

**Response:** Yes.

27. By what date does the County expect to execute contracts and start work on these initiatives?

**Response:** As noted in Section II (B) of the RFP, the term of any agreement resulting from this RFP is anticipated to commence on or about January 1, 2018. However, the County reserves the right to determine the commencement date for each such agreement, as well the right to execute such an agreement for a term of less than two (2) years.

28. Should the original, hard copy response be on single sided paper or can it be printed on front and back?

**Response:** Either is acceptable, but the County recommends double-sided as it reduces paper waste.

29. Schedule “E” – Criminal Background Disclosure Instructions – Will the County of Westchester reimburse vendors for the costs associated with criminal background check screenings of potential consultants if required?

**Response:** No.

30. Corporate Financial position: What document(s) is the County looking for to establish our firm’s financial position?

**Response:** The County is not looking for any specific document(s) related to your corporate financial position at this time. This requirement is articulated in the RFP in a general way in order to provide proposers with a degree of flexibility when preparing their proposals. Please use your judgment to determine an adequate response that

provides the County with a clear understanding of your firm's financial position, especially in the context of providing the services your firm proposes to provide.

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