

APPENDIX "A"

STANDARD INSURANCE PROVISIONS (Contractor)

1. Prior to commencing work, the Contractor 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 Contractor 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 Contractor 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 Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to 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 Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "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 Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) 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.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

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

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

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County 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 Contractor.

APPENDIX "B"
OPERATING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2017 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "County") acting by and through its Dept. of Public Works and Transportation having an office and place of business at 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

_____, a corporation having an office and place of business at _____

(hereinafter referred to as the "Operator")

WITNESSETH:

WHEREAS, the County issued a Request for Proposals entitled "**Westchester Bee-Line ParaTransit Innovative For Hire Car Services For Yonkers**" seeking proposals for curb to curb paratransit services within the County to a certain portion of disabled individuals (hereinafter "riders") in accordance with applicable federal, state and local laws, rules and regulations; and

WHEREAS, the Operator, being the successful proposer, desires to provide such paratransit services.

NOW, THEREFORE, the parties hereto in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES: The Operator shall perform those services as described and as more fully set forth in Schedule "A" (RFP and Operator proposal), which is attached hereto and made a part hereof.

2. TIME OF PERFORMANCE: The term of this Agreement shall commence on _____ and shall expire _____, with the County's option to extend the agreement for one additional one year period on the terms and conditions set forth herein.

There shall be no adjustments to the amount payable per trip beyond those

expressly provided for in Schedule "A" and herein.

3. PAYMENT:

A. Subject to compliance with the terms and conditions of this Agreement, the County agrees to pay the Operator at such rates of payment as are set forth in Schedule "A" (Section IV, Price Offer Forms) attached hereto and made a part hereof. The total cost to the County under this Agreement shall not exceed \$_____.

B. It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of monies duly appropriated for ParaTransit services and that the County shall not incur any liability on account thereof beyond monies duly appropriated therein and available for the purposes hereof. Without limiting the foregoing, payments made hereunder are subject to future appropriations. In the event funds are not appropriated, the County, in addition to any other remedy or rights it may have, may terminate this Agreement upon forty-eight (48) hours notice. In such event, the Operator shall be compensated and the County shall be liable only for the payment for services already rendered under this Agreement prior to the effective date of termination. Such notice shall be effective upon mailing thereof.

The Operator hereby acknowledges that the County may seek Federal and State funding for the services provided pursuant to this Agreement. Accordingly, the Operator, shall not act in any way whatsoever to jeopardize the County's eligibility for such funding.

If at any time prior to or subsequent to execution of this Agreement applicable Federal and/or State rules or regulations impose requirements of the County that affect ParaTransit Services, which requirements are not provided for hereunder, the Operator shall promptly comply with any such further requirements that the County may impose on the Operator for the purpose of enabling the County to obtain continued Federal and/or State funding. The Operator shall comply with all applicable federal, state and local laws, rules, regulations, reporting requirements, ordinances and any amendments thereto, and standards applicable to the services provided pursuant to this Agreement and to the Operator's performance hereunder.

C. To obtain payment for services provided, the Operator must submit to the County within fifteen (15) days following the end of each billing period, a requisition for payment for the services rendered in the preceding billing period. In such requisition the Operator must, as a condition of payment, submit all documentation including, but not limited to dispatcher sheets, driver logs and all other documentation required by Schedule "A".

D. In the event of a dispute between the County and the Operator over the value of services rendered, the Operator shall be given notice and the Operator shall have ten (10) days to reconcile the invoice in question and submit it to the County in writing. In this event, the County shall be empowered to withhold approval for compensation for a sum equal to the full value of the disputed charges. It is understood and agreed that the Commissioner of the Department of Transportation ("Commissioner") shall determine the value of such services rendered by the Operator. Such reasonable and good faith determination shall be accepted by the Operator as final.

E. Should a determination be made by the County that services rendered on a specific occasion failed to meet the level of service described in Schedule “A”, in addition to all other available remedies the County may have pursuant to this Agreement, the County shall have the right to offset from moneys due and owing the Operator at any given time pursuant to this Agreement, the amount of damages suffered by the County due to the Operator’s failure to render services in compliance with the Agreement. Due to the nature of the services rendered hereunder and consequently the difficulty in estimating damages in the event the Operator fails to comply with the terms and conditions herein, the parties agree that the damages in the below listed situations shall be just compensation to the County as follows:

<u>Failure to provide a scheduled trip due to Operator’s negligence.</u>	<u>\$200.00 per occurrence.</u>
<u>Failure to have an adequate number of staff to provide service in accordance with the specification.</u>	<u>\$200.00 per occurrence.</u>
<u>Failure to report an accident/incident.</u>	<u>\$200.00 per day that the report is delayed.</u>
<u>Failure to adhere to the specifications.</u>	<u>\$200.00 per occurrence.</u>
<u>Failure to submit required documentation in the manner outlined in the specifications.</u>	<u>\$200.00 per day that documentation is delayed</u>
<u>Transporting unauthorized individuals on equipment used to provide services covered by this Agreement.</u>	<u>\$200.00 per occurrence.</u>
<u>Failure to maintain vehicles in accordance with the maintenance schedule contained in Schedule “A”.</u>	<u>\$200.00 per occurrence.</u>

The County shall give the Operator ten (10) days notice of its intention to assess damages as provided for herein. The Operator shall submit its written opposition within such ten (10) day period. The Operator may appeal the Department’s determination hereunder to the Commissioner. The Commissioner’s reasonable and good faith determination in this regard shall be accepted by the Operator as final.

F. In the event that an audit of records results in a determination that the Operator has collected compensation in excess of that due under the terms of this Agreement, the County shall offset such excess compensation from moneys due and owing Operator.

G. All payments made by the County to the Contractor will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct program. Successful Contractors doing business with Westchester County, who are not already enrolled in the Vendor Direct Program,

will be required to fill purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Appendix "C" of Schedule "A." Payments will be automatically credited to the Contractor's designated bank account at the Contractor's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Contractor to the County prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

4. SUPERVISION AND MANAGEMENT:

The Operator hereby acknowledges that a material element of this Agreement is the Operator's representation that its business operations hereunder, including but not limited to staff training, driver supervision, trip dispatching and vehicle maintenance, shall be conducted, supervised and managed in accordance with the terms and conditions outlined in Schedule "A". Should the conduct, management and/or supervision of the Operator's business operations hereunder change in any way from the terms and conditions set forth in Schedule "A", the Operator shall notify the County in writing of same. The County shall, at its option, terminate this Agreement in accordance with the terms and conditions herein provided.

5. AUDIT AND INSPECTION OF BOOKS AND RECORDS:

The Operator shall keep accurate books, records and other documents of its business operations hereunder as specified in Schedule "A" in a form and manner acceptable to the Commissioner. Business records shall be kept in accordance with generally accepted accounting principles. Such records shall be maintained within Westchester County and be made available during business hours to any authorized representative of the County as specified in Schedule "A".

6. SATISFACTORY PERFORMANCE:

A. The County shall have the right to object to the Operator regarding the demeanor, conduct, appearance or performance of the Operator's employees whereupon the Operator promptly shall take all necessary steps to cure the cause of the objection and to ensure that the services provided by its employees comply with the service specifications outlined in Schedule "A".

B. If the Commissioner, after consultation with the Operator, in his sole judgment, shall determine in good faith that the best interest of the County requires the re-assignment of a member of the Operator's staff from the provision of services covered by this contract, the Commissioner shall so notify the Operator. Immediately upon receipt of the notice, the Operator shall re-assign the staff member. The staff member may not be assigned to any service for which the County contracts with the Operator that is provided to comply with Section 504 of the

Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

C. The Operator shall at all times comply with the performance standards specified in Schedule "A". If the Operator fails to satisfy such standards, the Operator's service areas shall be temporarily reduced as provided in Section 7 below.

7. TERMINATION: In addition to the right of termination for cause, the County may without cause terminate this contract in whole or in part upon written notice to the Operator whenever the County deems such termination to be in its best interest. In such event the Operator shall be compensated and the County shall be liable only for payment for services already rendered prior to the effective date of termination. Such notice shall be effective upon mailing thereof

8. CONDITION OF VEHICLES:

A. The Operator agrees that in providing the Service pursuant to this Agreement it will utilize vehicles that conform to the standards specified in Schedule "A". Failure to use vehicles that meet these standards shall be grounds, in the sole good faith discretion of the Commissioner, for termination of the Agreement, or alternatively for a 100% reduction in payments for each substandard trip for which compensation is requested under the terms of this Agreement.

B. The Operator agrees that upon request and without delay, it will permit the County to make both scheduled and unscheduled inspections of the vehicles used by the Operator in providing service under the terms of this Agreement.

9. Intentionally Omitted.

10. INSURANCE AND INDEMNIFICATION:

A. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", attached hereto and made a part hereof, the Operator agrees:

(i) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, or damage covered by the County's insurance policy provided under the Lease Agreement, the Operator 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 performance or failure to perform hereunder by the Operator or third parties under the direction or control of the Operator; and

(ii) 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.

11. REMEDIES:

A. In the event that the Operator defaults in the performance of any terms, condition or covenant herein contained, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this

Agreement upon ten (10) days notice to the Operator provided, however, that the Operator may defeat such termination notice by curing the default complained of within such notice period or, if not within such reasonable notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. Upon a second default by the Operator, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon written notice to the Operator. The County, upon thirty (30) days notice to the Operator may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Operator shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Such notice shall be effective immediately upon mailing thereof.

B. Intentionally Omitted.

C. The failure of the County to insist in any one or more instances upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition but the same shall remain in full force and effect. Payment by the County of any fee due hereunder with knowledge of a breach of any term or condition hereof shall not be deemed a waiver of any such breach and no waiver by the County or any provision hereof shall be implied.

12. ASSIGNMENT OF RIGHTS/DELEGATION OF DUTIES:

A. The Operator shall not sell, assign, mortgage or transfer any interest in this Agreement without obtaining the prior written consent of the County, it being the intention and purpose of the County to grant this Agreement solely and exclusively to the Operator. The County shall not be obligated to give its consent.

B. Any attempt by the Operator to make such assignment or delegation shall give the County the right to terminate this Agreement with no further obligation to the Operator or anyone to whom the Operator has attempted to assign, transfer or delegate rights or obligations under this Agreement.

13. INDEPENDENT CONTRACTOR: This Agreement shall not be construed to make either the County or the Operator an agent of or joint venturer with the other. Each of the parties hereto expressly disclaims any intention to enter into such agency or joint venture and agrees that it shall so conduct itself as not to act or purport to act on behalf of the other.

14. EQUAL EMPLOYMENT OPPORTUNITY: The Operator shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religion, creed, ancestry, national origin, age, sex, marital status, disability or genetic predisposition or carrier status. The Operator shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religion, creed, ancestry, national origin, age, sex, marital status, disability or genetic predisposition or carrier status. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment, rates -of pay or other forms of compensation and selection for training, including apprenticeship.

15. NOTICES:

A. All notices given by either party to the other shall be effective only if given in writing and sent by prepaid certified mail, return receipt requested, to the following addresses of the parties, or to such other addresses as may be designated by the parties in writing. Notice shall be effective upon date of mailing.

To the County:

Commissioner of Public Works and Transportation
148 Martine Avenue Room 518
White Plains, New York 10601

with a copy to:

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

To the Operator:

_____.

B. Any reports, records, or other documents to be presented to the County in connection with this Agreement shall be delivered to the Director of The Office For The Disabled, 148 Martine Avenue, White Plains, New York 10601.

16. AGREEMENT SUBJECT TO LAWS AND REGULATIONS:

A. The Operator, at its sole cost and expense, shall obtain and maintain in full force and effect, for the term hereof, all permits, licenses, certificates and approvals from all governmental authorities as are, or may be, from time to time required for the operations contemplated hereunder.

B. The Operator assumes all risks in the operation of this Agreement and shall comply with all federal, state and local laws, rules, regulations and filing requirements applicable thereto.

17. CONFLICT: The Operator agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Operator further agrees that, in the performance of this Agreement, no person having such interest shall be employed by it.

The Operator represents and warrants that it has not employed or retained any person,

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

18. INVALIDITY: In the event that any one or more of the provisions of this Agreement is invalid or becomes unenforceable whether by statute, judicial decisions, or rulings, the enforceability of the remaining provisions shall be impaired. If either party has notice of any such statute, regulation, judicial decision or ruling (other than a decision or ruling issued in a proceeding brought by or against either of the parties hereto), such party shall promptly notify the other and the parties shall confer in good faith regarding adjustments to this Agreement which may be required to effect compliance with such statutes, regulation, judicial decision or ruling.

19. NON-APPROPRIATIONS/BUDGET FUNDING: This Agreement shall be deemed executory only to the extent of money appropriated and allocated by the County for the performance of the terms hereof, and no liability under this Agreement shall be incurred by the County beyond the moneys available for the purposes hereof. 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.

20. ENTIRE AGREEMENT:

A. This Agreement in its entirety, consists of these special provisions, consisting of twenty-three (23) paragraphs and Schedule "A".

B. This Agreement expresses the entire understanding of the parties hereto with respect to the subject matter hereof and there is no understanding, agreement, representation or warranty expressed or implied, oral or written in any way limiting, extending or relating to the provisions hereof. No subsequent amendment limiting, extending or relating to the provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties hereto.

21. APPROVAL: This Agreement shall not be enforceable until signed by the parties and approved as to manner and form of execution by the Office of the County Attorney.

22. APPLICABLE LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

THE COUNTY OF WESTCHESTER

OPERATOR:

Commis. of Public Works and Transportation

Name and Title

Approved by the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on _____.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester
C:d/cxx/for Hire car para 7.01.17

CERTIFICATE OF AUTHORITY

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

certify that I am the _____ of
(Title)
the _____
(the "Operator")

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

(Person executing agreement)

who signed said agreement on behalf of the Operator was, at the time of execution

(Title of such person)

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

(Signature)

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

On this _____ day of _____, 20____, before me personally came
_____, whose signature appears above, to
me known, and known to me to be the _____ of
(Title)

_____, the Operator described in and
which executed the above certificate, who being by me duly sworn did depose and say that
he/she, the said _____ of said Operator resides at
_____, and that
he/she signed his/her name hereto by order of the Board of Directors of said Operator.

Notary Public County

OPERATOR ACKNOWLEDGMENT

(Operator)

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

On this _____ day of _____, 2017, before me personally came
_____ to me known, and known to me to be the
_____ of
_____, the Operator described in and which
executed the within instrument, who being by me duly sworn did depose and say that he/she, the
said _____ resides at

_____ and that he/she is _____ of said Operator and that he/she signed
his/her name thereto by like order.

Notary Public

APPENDIX “C”

CRIMINAL BACKGROUND DISCLOSURE **INSTRUCTIONS**

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

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

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

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

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

Please note that under no circumstances shall the existence of a language barrier serve as a basis

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

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
- c.) Refused to answer questions concerning his/her criminal background

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

Exemptions

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

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

or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

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

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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.

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

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.

Name: _____

Title: _____

Date: _____

Notary Public

Date

**APPENDIX “D”
FOR SUCCESSFUL PROPOSER ONLY**

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY

MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

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

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:		Contact Person Telephone Number:
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____ Authorized Signature	_____ Print Name/Title	_____ Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:		12. Bank Account Title:
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____ Authorized Signature	_____ Print Name / Title	_____ Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

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APPENDIX "E"
MONTHLY PROVIDER REPORTS