

**REQUEST FOR PROPOSALS (“RFP”)
CASHIERING/ FINANCIAL RECONCILIATION AND REPORTING/ BAR CODING**

Office of the Westchester County Clerk
110 Dr. Martin Luther King Jr. Boulevard
White Plains, NY 10601

Westchester County Department of Information Technology
148 Martine Avenue
White Plains, NY 10601

Introduction

The Office of the Westchester County Clerk serves the public in a region with over 940,000 residents. The position of County Clerk is the oldest elected office in Westchester County, having been first established in 1683. The duties of the Westchester County Clerk include maintaining and preserving the official records and documents of the County. The project for which proposals are being requested would provide a solution primarily for our Legal Division, but must also support our Land Records and Licensing Divisions.

The Westchester County Clerk serves as the Clerk for the Supreme and County Courts. All records for these courts are filed with the Legal Division. This division is also responsible for non-court related legal functions such as registering a business, filing a lien, renewing a Notary Public license, registering a domestic partnership, filing veterans' military discharge papers, and accepting Small Claims Assessment Review petitions. The public can visit the Legal Division to look up legal records, judgments, liens, lis pendens, and other business records.

This RFP follows the completion of a technology plan which will guide the implementation of technology initiatives identified and help the Office of the Westchester County Clerk effectively use the capital funding available for technology improvements in the Legal Division.

Project Scope

The Office of the Westchester County Clerk is seeking technological solutions in three areas:

- **Cashiering:** The Office of the Westchester County Clerk would like to replace the current Cash Drawer System with a new customized commercial software product. Any cash drawer products must provide built in internal controls and support accounting best practices (e.g. GASB, GAAP, etc.). The Office of the Westchester County Clerk seeks a highly flexible and open cash drawer system that will allow configuration of the system to meet its specific needs and interface with the other systems used in the Legal Division and other areas of the Office of the County Clerk.

- **Financial Reconciliation and Reporting:** The Office of the County Clerk would like to select and implement a commercial financial software product. The Office of the Westchester County Clerk seeks a full-featured commercial financial package which includes both a dual entry general ledger package to record financial transactions as well as a reporting feature which facilitates the preparation of various periodic reports generated by the office. The solution must be designed according to industry standards and best practices for internal controls (e.g., GASB, GAAP, etc.) and have the capability to be interfaced to the cashiering solution sought as part of this Request for Proposal.
- **Bar coding:** The Office of the Westchester County Clerk will implement a new bar coding system that increases bar coding efficiency. The new bar coding system should be able to produce less wasteful bar codes by not printing them on a full sheet of paper (e.g., a sticker-based bar coding system) and be able to produce bar codes at the points of document entry (e.g., at the front desk) as well as the ability to reproduce duplicate bar codes. The new bar coding system should be able to integrate with the new cashiering system as many of the documents enter the Office of the County Clerk via the front desk. In addition, a new bar coding system that can provide increased document tracking features and functionality is preferred.

Submitters are invited to respond with respect to either one, two or all three of the solutions sought.

Project Approach:

A project team consisting of managerial staff and employees of the Office of the County Clerk as well as members of the Westchester County Department of Information Technology is prepared to work actively with a vendor to provide support and direction in the design of a new system. Our expectations as to the process of this project are as follows:

- **Initial Site Visit:** We would expect any vendor hired to visit our office to conduct a site survey, speak to our employees, view our current systems and observe the day-to-day operations of our office.

Deliverable 1: Following the first site visit we would expect the vendor to provide a document confirming the details of our current systems and workflow.

- **Investigate Requirements of a New System:** We would expect the vendor to work with our project team to determine and develop specific requirements of a new system as defined by the Project Scope and to research industry best practices and make recommendations for features of any new system.

Deliverable 2: Following the investigation stage, we would expect the vendor to provide a set of requirements for our review, input and revision.

- **Development and Testing:** Our project team will be available to provide assistance and support to resolve any issues during development and testing to ensure deliverables meet our objectives and systemic needs.
- **Installation:** Our project team will remain available to support our staff during the installation phase.
- **Support During the Transitional Phase:** Our office would expect support from the vendor during a transitional phase of using the new system. The transitional phase during which support will be provided shall be specifically defined by the vendor in its response to this proposal.

Office Tour and Question and Answer Session

The Office of the Westchester County Clerk will host a tour of our office and an opportunity to present questions to our project team about this Request for Proposals on Monday, August 18, 2008 at 10 a.m. at the Office of the Westchester County Clerk, 110 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601. To reach the office, please enter through the Richard J. Daronco Courthouse located at 111 Dr. Martin Luther King Jr. Blvd. If you plan to attend this session, please advise Eileen Songer McCarthy, Assistant to the County Clerk, via email at esm2@westchestergov.com.

The Mission and Vision of the Office of the Westchester County Clerk

The mission and vision of the Office of the Westchester County Clerk are included so that submitters understand what guides our business processes and decisions.

Office of the Westchester County Clerk Mission Statement
To manage public records, collect taxes and fees, and issue licenses in order to promote and sustain a vibrant economy and ensure appropriate access to public records and services.

Office of the Westchester County Clerk Vision Statement
The vision for the Office of the Westchester County Clerk in regard to its use of information technology is to: <ul style="list-style-type: none">➤ Provide exemplary customer service by conducting highly efficient, effective business processes and utilizing appropriate, leading-edge information technologies.➤ Through Office of the County Clerk leadership, help establish information technology practice standards which other Offices of the County Clerk can utilize in New York, and nationally.

Our Technology Architecture

The software applications used by the Legal Division rely on three-tier technology architecture. Tier One is the user interface level and is the level that both employees and the public see when using Legal Division software applications to access documents and retrieve information. Tier Two, or the middle tier, contains the business logic and rules for the Legal Division applications and is where the raw data is processed. Tier Three is the database level where data is stored. The list below describes the technology used in the Legal Division software applications for each tier:

- **Tier One**
 - Hypertext Markup Language (HTML, DHTML, CSS)
 - Java Script
 - Active Server Pages (ASP.NET)
- **Tier Two**
 - Active Server Pages (ASP.NET)
 - Visual Basic (VB.NET)

➤ **Tier Three**

- Primarily using Structured Query Language (Microsoft SQL 2000 and Microsoft SQL 2005) databases

Our Current Hardware

The Legal Division and Finance Unit are using a mix of desktops and laptops for their workstation environment. Workstations are MS Windows-based machines running Windows XP Version 5.1 Service Pack 2. The servers are running mostly Windows Server 2000, NT, and 2003 operating systems. The Legal Division uses Hewlett-Packard Inkjet and LaserJet printers and Ricoh machines for copying, faxing and printing.

Preliminary Cashiering Requirements:

The Office of the Westchester County Clerk in conjunction with the Westchester County IT Department will work collaboratively with the vendor to develop a detailed list of functional and technical requirements including requirements for interfacing with other Westchester County Clerk systems.

Our current cash drawer application is the point of sale application for the Legal Division. It serves as the first point of entry for all fee bearing documents. In addition to fee bearing documents, the Cash Drawer collects all other cash transactions made at the Legal Division Office (for example, fines, notaries, and document searches) as well as certain non-cash transactions. A limited amount of data is collected at the time of processing. Currently, the Cash Drawer system is not well integrated with other Legal Division IT systems. The Cash Drawer is a custom developed software application that the IT Department has designed to meet the Legal Division's needs.

We would like any new system to maintain the following capabilities of our current system:

- Pre-programmed fees for an unlimited number of document types with fixed fees and the ability to assign fees at the point of entry for matters with an unspecified fee amount (e.g. fines).
- Receipt generation with a flexible receipt design which can include specific document and office information.
- Multiple payment options including payment by cash, check or credit card and the ability for a customer to use more than one type of payment during a transaction.
- Continued facilitation of real-time authorization of credit card transactions through current providers Global Payments and Authorize.net.
- Provision for continued interaction with a custom designed interface for Filing by Electronic Means (FBEM) for both current and prospective operation.

We seek to capture the following benefits in replacing the current Cash Drawer system:

- To expand current data captured at a document's point of entry to create our Legal Records Index.
- To capture and map data collection for export to multiple systems including financial reconciliation, bar coding and document data entry.
- To automate the assignment of separate sequential index or document numbers for a series of document types (e.g. index number applications, Small Claims Assessment Review Petitions, liens, business certificates).
- To incorporate county and general accounting standards and comply with industry best practices for cash transaction controls (e.g. GASB, GAAP, etc.).
- To integrate with any new financial system for reconciliation purposes and to provide financial reporting features which include the ability to customize financial reports.
- To deploy individual cash drawer units to support personnel in areas other than at point of entry for balanced workflow distribution, and to eliminate potential for point of entry backlog.
- To choose a solution that will facilitate bar coding of fee documents for imaging and tracking, and to automate capture of document type data for more accurate and efficient data entry.
- To choose a solution that can also be used by our Land and Licensing Divisions.
- To reconfigure the current cash drawer system to initiate the workflow process to increase efficiency, expedite task assignment and completion, monitor workload productivity and provide security driven operations.
- To enhance our payment options by allowing frequent customers to pay by authorizing an ACH debit from their account or by implementing check scanning.
- To allow for the option of scanning at the point of entry of documents.

Preliminary Financial System Requirements:

The Office of the Westchester County Clerk in conjunction with the Westchester County IT Department will work collaboratively with the vendor to develop a detailed list of functional and technical requirements for this financial system including requirements for accepting data from other Westchester County Clerk systems.

Currently, the Finance Unit uses MS Excel and other manual paper-based processes to track and record financial transactions throughout the Office of the Westchester County Clerk. The Finance Unit does not have a finance application to manage this process. Using MS Excel as the primary financial system reduces the ability to restrict access and maintain data integrity of the financial transactions.

In addition, the lack of integration between Land, Legal and Licensing Cashiering systems creates inefficiencies for Finance Unit staff attempting to reconcile data. In order for finance to reconcile the transactions of Land, Legal and Licensing they must run reports from the systems

of each area and use Excel spreadsheets to reconcile the transactions with the payments received. This process is labor intensive and requires additional time by Finance Unit staff to reconcile and correct discrepancies that result from having to use different systems.

The ability to integrate/interface this new financial system with the new cashiering system will be an important consideration in the selection process

We seek to capture the following benefits in obtaining a financial software package:

- To provide a more reliable system for storing, viewing, and reporting financial transaction data than the current method of using Microsoft Excel.
- To further strengthen internal controls for processing, recording and reconciling financial transactions.
- To convert information stored in the current financial support structure to the new financial package.
- To prevent the accidental alteration of financial information.
- To obtain commercial software compliant with accounting best practices (e.g., GASB, GAAP, etc.).
- To automate previously manual tasks by integrating/interfacing with other systems in the Office of the Westchester County Clerk.
- To provide a broad range of financial reporting options, including the creation of both standard periodic reports and ad hoc reports.
- To improve the management of transfers across our own accounts without the need for manual entry and reconciliation to ensure accurate and current balances are reflected in all accounts at all times.
- To improve the management of grant funds by internally tracking expenditures to particular grants so that grant balances are immediately available and grant reporting is more efficient.
- To provide a solution that utilizes similar terminology and codes as Westchester County's AMS Financial System so that the chart of accounts and general ledger entries can be more easily identified by staff from both the County Clerk's Finance Unit and the County's Finance Department.

Bar Coding Replacement Goals:

The Office of the Westchester County Clerk in conjunction with the Westchester County IT Department will work collaboratively with the chosen vendor to develop a detailed list of functional and technical requirements including requirements for interfacing with other Westchester County Clerk systems.

A replacement bar coding system should provide the ability to bar code at the point of entry, and be designed to capture designated data to facilitate document imaging and tracking, and provide

a more accurate and efficient method of computer data entry. Its components should necessarily include:

- The elimination of current cost and labor intensity associated with full sheet paper bar coding; and
- The utilization of industry standard non-removable and permanent retention labels or stickers; and
- Integration with current technology systems including, but not limited to, cash drawer system, financial reconciliation and reporting systems, legal data entry programs and imaging systems.

The development and implementation of a replacement bar coding system should address the following primary elements of workflow process and completion:

- To bar code fee bearing documents at point of entry as part of the fee recordation process;
- To bar code fee and non-fee document packets at point of entry as part of the fee recordation process;
- To bar code non-fee documents by data entry department personnel at back entry support stations;
- To capture designated data to facilitate image capture and access, and promote document workflow tracking until point of completion;
- To capture index creation information to systemically create support program data entry formatting and collection;

A new bar-coding system should allow for the tracking of documents through the workflow of the Office of the Westchester County Clerk and should help achieve the following goals:

- Improved customer service as employees are able to locate documents more efficiently and provide customers with more detail on the current status of a document.
- Increased audit trails and tracking reports for the movement of a document through the process

Software Installation

Vendor software will be installed on Westchester County server(s) by the vendor and Westchester County IT Systems Administrator. Both a training environment and a production environment will be established so that users will be able to test the system and subsequent new features without effecting ongoing production. The software installation process and requirements will be thoroughly documented by the vendor and be available to the County for review and acceptance prior to the actual installation. Additionally, criteria demonstrating a successful installation will be itemized and available for the County to review and approval.

Technical and end user administrator knowledge transfers will be performed to assure that the County IT systems manager can maintain the installation or perform a re-install if necessary, and that the end user can sufficiently maintain business rules and mandates.

Software Configuration

At minimum, software configuration must be based upon the identified operational needs of end users. This can be accomplished through the respondent's described process, through vendor-led business process analysis of the existing and anticipated workflows, or a hybrid of the two general approaches. Regardless of the intended approach, a detailed plan should be presented including requirements, tasks, resources, etc.

Training

- End-user training will be provided to users (approximate number of staff requiring some level of training is expected to be between 10 to 15) at a county facility. End-user training should cover all aspects of the software including but not limited to data entry, querying, reporting, administrative functions, etc.
- The vendor shall provide a series of training sessions based on the different modules of the system with materials summarizing basic procedures for each area of training.
- Each session shall be focused on teaching end users how to use the system to perform their jobs using the tools provided in the system.

Go-live Support

Full implementation support must be described, including the respondent's plan for on-site startup assistance and support for each effected division of the Office of the Westchester County Clerk and the Department of Information Technology.

Documentation

The vendor shall provide user documentation, including, but not limited to:

- Detailed system training manuals which thoroughly explain setup, use, and maintenance of the system. Vendor will grant permission to make copies of the manual to be used by Westchester County.

- Procedural definitions of system user identity and access management (both internal and external users).
- Planning and installation documentation for product upgrades.
- A detailed system configuration design.
- A detailed description of system installation, configuration and integration documentation.
- Installation instructions for all software components, including client computers, network servers, peripheral devices, instrumentation, databases, and any other vendor supplied utilities or existing customer assets which are required for the software to be implemented and supported by the County IT systems administrator.
- Record layouts for all files and entity relationship diagram for database tables used in the system.
- Any special backup, restore, and/or recovery procedures.

Software Warranty and Maintenance

- The vendor must provide Westchester County with a one (1) year warranty period, which will begin when the system is accepted by Westchester County. The vendor shall warrant all software provided to be free of defects during this one-year period. Any repairs or “bug fixes” required during this period will be made at no expense to the County.
- The vendor should propose an optional, comprehensive software maintenance contract for the proposed system on an annual fixed cost basis following the expiration of the one (1) year warranty.

Source Code

The County would prefer to receive the source code so that it would have the option of maintaining the software itself. In the alternative, the vendor must place and maintain a current copy of the source code as delivered to Westchester County in escrow. In addition, the vendor must indicate that the escrowed software is updated as the source code is modified and that the County will be permitted access to the source code should the vendor enter in to bankruptcy or otherwise cease to operate or otherwise be unable to provide support for the product. The County reserves the right to verify that the item(s) placed in escrow includes the source code for the delivered system. The source code in escrow must be in a format and location acceptable to the County. The cost for establishing and maintaining the required escrow account is to be paid by the vendor.

Selection Criteria

The County will award this RFP, assuming all RFPs are not rejected, based on the proposal that best meets our specified requirements. While price will be a factor in consideration of the proposals, it is not the sole criterion. The County will evaluate all proposals on the basis of selection criteria that include, but are not limited to the following:

- **Cost:** The terms and fees proposed for the services.
- **Commitment:** The credibility of the vendors commitment to provide the requested services, meet or exceed all requirements and provide quality personnel.
- **Experience and Competence:** The vendor's specific experience and demonstrated ability in providing the services on a scale comparable to that described in this RFP. Preference may be given to vendors with experience providing required services to other government entities.
- **Vendors must submit at least three client contacts** where their system has been implemented and with comparable requirements as those stated on this RFP.
- **Past Performance:** No proposal will be accepted from nor any agreement awarded to any vendor 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 vendor that has failed to satisfactorily perform pursuant to any prior agreement with the County.

The above criteria are not necessarily listed in the order of importance.

Executive Summary

Respondents must summarize the services they are offering. They should also include:

- The scope of the work being proposed and the approach to be applied.
- Vendor's corporate capabilities, project management experience, organization and staffing.
- Overall understanding of the County's needs.
- Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Financial Information

Respondents must provide their most recent audited annual financial statement or other such documentation that is acceptable to the County of Westchester.

Qualifications & References

Respondents must submit information in sufficient detail to enable the County to evaluate its ability to provide the services outlined in the RFP.

Proposal must contain:

- The number of years of relevant experience the individual has or, in the case of a company, the number of years the company has been in existence, the structure of the organization and the primary markets served.
- Names, addresses and telephone numbers of three references for whom the respondent has performed similar services. For each project, respondent must indicate
 - The work performed
 - Its duration
 - The size of the organization relative to the County
 - Proposed versus actual budget/cost.

Price Proposal

Respondents should submit a lump sum price proposal that includes all costs, including travel and living expenses. The County will pay pursuant to a series of agreed upon milestones. The Respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. The County will withhold retainage from each milestone, with final payment being made upon acceptance of the system by the County.

Hardware Procurement

The vendor must provide a detailed specification list for all hardware required for successful implementation. The vendor is not permitted to include the cost of standard computing hardware, such as client workstations, servers or printers as part of their response to this RFP. Rather, the County Department of Information Technology, in accordance with County procurement law, will use the recommended hardware specifications to order hardware through the County Bureau of Purchase and Supply. The vendor may include only those hardware items in their proposal for which they are the sole provider.

Timeline

Proposers should submit 8 copies of their written proposals **no later than Noon (12:00PM) on Thursday, August 28, 2008**. All copies should be submitted to:

Robert Falco
County of Westchester
Department of Information Technology
148 Martine Avenue, Room 304
White Plains, NY 10601

LEGAL REPRESENTATIONS

UNDERSTANDINGS

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

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

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

- To reject any or all proposals;
- To issue additional solicitations for proposals;
- To issue amendments to this RFP;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;

- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- While this is a Request For Proposals and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.
- Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

PROPOSAL REQUIREMENTS

- Requests for clarification of this RFP must be written and submitted to Robert Falco (rjf2@westchestergov.com) no later than 5 PM on August 21, 2008. Formal written responses will be distributed by the County on or before August 25, 2008. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
- Proposals **MUST** be signed. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- 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.

CONTRACT

After selection of the successful proposer, a formal written contract (in a form substantially similar to that attached hereto as Schedule “A”) 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.**

INDEMNIFICATION AND INSURANCE

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

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

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

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

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “B”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County of Westchester, Department of Risk Management. The Director of Risk Management may alter insurance requirements at his discretion.

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.

CONFLICT OF INTEREST

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

COMPLIANCE WITH LAWS

The preparation of proposals, selection of vendors and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

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.

MBE/WBE

Pursuant to Local Law No. 27-1997, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as Schedule "C."

MACBRIDE PRINCIPLES

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

RELATIONSHIPS TO COUNTY

Proposers are required to complete the questionnaire entitled "Required Disclosure of Relationships to County" attached hereto as Schedule "E." In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised "Required Disclosure of Relationships to County" form to the County within ten (10) business days of such event.

CRIMINAL BACKGROUND DISCLOSURE

PLEASE TAKE NOTICE that pursuant to Executive Order No. 1-2008, the County shall have the right to bar any contractor, consultant, licensee or lessee 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 or 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 from providing work or services to the County or from being on County property if any of the above mentioned persons has either one of the following: (a) A conviction 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); (b) A pending criminal proceeding for a crime(s) as defined above; or (c) A refusal to answer such questions; where the following criteria apply: (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, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Bidders/Proposers that are awarded a contract shall be required to submit a Certification Form and any additional applicable criminal disclosure forms, along with the executed contract. Notwithstanding the above, a Bidder/Proposer may qualify for an exemption from Executive Order 1-2008 if: (i) the County has already conducted a background check and issued a security clearance that is in full force and effect for those persons; or (ii) if 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 the agreement that is sought by this RFP and the same is in full force and effect.

QUALIFIED TRANSPORTATION FRINGE PROGRAM

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders/Proposers shall submit the signed statement which is attached hereto as page 1 of Schedule "F". Notwithstanding the above, a Proposer may submit to the Commissioner a Waiver Application in the form attached hereto as page 2 of Schedule "F".

PROPOSER CERTIFICATION

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

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

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

Proposer Name

By: _____
Name and Title

SCHEDULE A

THIS AGREEMENT, made the _____ day of _____, 200_

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",)

and

_____, having an office at _____ (hereinafter referred to as the "Consultant").

W I T N E S S E T H :

WHEREAS, the County desires to obtain professional services in connection with _____; and

WHEREAS, the Consultant desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Consultant shall furnish professional services as provided and more fully described in its proposal dated _____, which is attached hereto and made a part hereof as Schedule "A".

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Consultant shall be paid a fee not to exceed _____, payable at the rates specified in Schedule "A".

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.

Any and all requests for payment, including any request for partial payment made in proportion to the work completed, shall be submitted by the Consultant on properly executed payment vouchers of the County and paid only after approval by the Westchester County Clerk or his designee ("County Clerk"). In no event shall final payment be made to the Consultant prior to completion of all professional services, the submission of reports and the approval of same by the County Clerk.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

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

THIRD: All services rendered and work performed by the Consultant shall be under the direction and subject to the complete approval of the County Clerk.

The work to be performed pursuant to the terms of this Agreement shall commence promptly on _____, 200_ and shall be completed no later than _____, 200_ unless terminated sooner or extended by the County Clerk in writing.

FOURTH: The Consultant shall issue progress reports to the County as the County Clerk may direct and shall immediately inform the County Clerk in writing of any cause for delay in the performance of its obligations under this Agreement.

FIFTH: (a) The County, upon thirty (30) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A".

In the event of a dispute as to the value of the services rendered by the Consultant prior to the date of termination, it is understood and agreed that the County Clerk shall determine the value of such services rendered by the Consultant. Such reasonable and good faith determination shall be accepted by the Consultant as final.

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

SIXTH: All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its' name copyrights, registrations and similar protections which may be available. The Consultant agrees to

assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to 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 will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, 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.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Consultant shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a sub-contractor shall be deemed work performed by the Consultant.

EIGHTH: (a) The Consultant represents that, as a material element of this agreement, and prior to the rendering of any services to the County, it has filed with the Westchester County Clerk an instrument in the form attached as Schedule "B".

The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Consultant 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 Consultant) 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.

NINTH: The Consultant shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Consultant as an employer of labor or otherwise. The Consultant shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

TENTH: The Consultant expressly agrees 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.

ELEVENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Consultant agrees:

(a) the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of, and to the extent attributable to, the negligent acts or omissions or the willful misconduct 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 which arise out of the negligent acts or omissions or the willful misconduct of the Consultant or third parties under the direction or control of the Consultant, and to bear all other costs and expenses related thereto.

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

To the County:

Timothy C. Idoni
Westchester County Clerk
110 Dr. Martin Luther King Jr. Blvd.
White Plains, NY 10601

with a copy to:

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

To the Consultant:

THIRTEENTH: As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Local Law No. 27-1997, the Consultant agrees to complete the questionnaire attached hereto as Schedule "D".

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

FIFTEENTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

SIXTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

SEVENTEENTH: In the event of any conflict between the terms of this Agreement and those of its attachments, the terms of the Agreement shall control.

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

THE COUNTY OF WESTCHESTER

By _____
County Clerk

By _____
(Name and Title)

Approved as to form and manner of execution:

Sr. Assistant County Attorney
The County of Westchester

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS (Consultant)

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

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification. All property losses shall be made payable to and adjusted with the County.

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

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

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

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.

SCHEDULE “C”

For Informational Purposes Only

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

As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

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

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq. , or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

_____ No

_____ Yes (as a business owned and controlled by persons of color)
_____ Yes (as a business owned and controlled by women)

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

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

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

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

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

_____ No
_____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE "D"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

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

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

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is

in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another Contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

SCHEDULE "E"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY
(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

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

- i. His/her spouse, children and dependents, except a contract of employment with the county;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and

iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an **interest** in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

Authorized Company Official shall sign below
and type or print information below the
signature line:

Name:

Title:

Date:

SCHEDULE "F"

**STATEMENT OF ENROLLMENT IN A
QUALIFIED TRANSPORTATION FRINGE PROGRAM**

1. I am the _____ of _____.
(title) (Bidder's/Proposer's full legal name)

2. This statement is not applicable because (check all that apply, skip number 3 and sign below):

- The total value of the contract is less than \$100,000 in any twelve month period during the contract term.
- Bidder/Proposer employs less than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week.

(If question 2 does not apply proceed with question 3 and sign below).

3. This Statement is applicable and is submitted in order to comply with the requirements of Executive Order No. 7-2005 of the County of Westchester which requires prospective contractors, concessionaires and vendors to submit a signed statement at the time of procurement of the contract that they are enrolled in or have initiated the process to enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code.

As of the date hereof the above indicated Bidder/Proposer:

is enrolled in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code, or

has initiated the process of enrolling in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code and will notify the appropriate County personnel in writing upon the commencement of their participation in such a program.

signature

date

SCHEDULE "F"
WAIVER APPLICATION
Qualified Transportation Fringe Program

Date: _____
Name: _____
Company: _____
Address: _____

This Application for a Waiver from the requirements of Executive Order No. 7-2005 is being submitted based upon one of the following:

- an inability to comply with Executive Order No. 7-2005, or
- hardship would result from such compliance.

Provide detailed explanation below:

_____ *signature of authorized company*
official

Approved: _____
Disapproved: _____
Date: _____

_____ Commissioner or Department Head

