Request For Proposals

For
Information Technology
Professional Consultant Services

Marguerite Beime
Office of Chief Information Officer

Issue Date: February 22, 2011
Reply Date: March 17, 2011
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I. PROPOSAL INFORMATION

The Westchester County Department of Information Technology is seeking proposals from qualified individuals and companies to perform information technology services. The County desires to have the services performed on a professional consultant basis and expects to separate proposals based on each of the desired services/skills specified in this request, on the “PROFESSIONAL SERVICE RESPONSE SHEET,” which is attached hereto in Section VII. The County expects that a number of individuals and/or companies will be selected to provide services.

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

A.) PROCUREMENT SCHEDULE
   Issue Date: February 22, 2011
   Due Date: March 17, 2011 at 1:00 p.m.

B.) PROPOSAL SUBMISSION
Each proposer must submit one (1) electronic copy (Microsoft Word or PDF format) to:
RFP-2011-DoIT-Professional-Services@westchestergov.com
and one (1) original, in hard copy, in a sealed envelope, to:

   Marguerite Beirne
   Chief Information Officer
   Westchester County Department of Information Technology
   148 Martine Avenue, Room 313
   White Plains, New York 10601

and the proposals must be clearly marked: “Proposal – Information Technology Professional Consultant Services”

   All copies of each proposer’s proposal must be received by the County by the stated due date. The County is not responsible for any internal or external delivery delays that may cause the proposer’s proposal to arrive beyond the deadline.

C.) REQUESTS FOR CLARIFICATION
A list of Frequently Asked Questions is attached hereto in Section VI. Beyond that, all requests for clarification MUST be submitted, as set forth below, no later than1:00 pm on, March 3, 2011. All requests for clarification must be typed and emailed to:
RFP-2011-DoIT-Professional-Services@westchestergov.com

   Formal written responses will be distributed by the County on or before March 9, 2011 and posted on the County website for RFPs: http://www.westchestergov.com/rfp

   NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
D.) PROPOSAL REQUIREMENTS

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

a) Proposer Certification (Section IV)
b) Proposal, responding to the items outlined in Section III(C), below.
c) Schedule D: Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
d) Schedule E: Certification Regarding Businesses Dealings with Northern Ireland
e) Schedule F: Disclosure of Relationships to County
f) Schedules K to K-5: Criminal Background Disclosure

Proposals MUST be signed. Unsigned proposals will be rejected. The proposal must be signed by an official authorized to bind the proposer to its provisions. No proposer may withdraw its proposal within 120 days of the above submission date.

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

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

II. BACKGROUND, SCOPE OF WORK, & PROPOSAL CONTENT

A.) BACKGROUND

The County of Westchester’s Department of Information Technology is a multiple vendor environment embracing supporting with multiple operating systems, software and architectures.

The Office of Information Technology is responsible for the development, implementation and support of computer systems for all County departments. These systems support the daily business processes and mission critical functions of the County of Westchester.

The County’s work week is Monday through Friday and is 35 hours per week.

The County may require that all individuals be fingerprinted, have background checks and wear County provided photo identification badges.
B.) SCOPE OF WORK

The County is seeking proposals to provide one or more of the one hundred and eleven (111) skill sets listed in the “PROFESSIONAL SERVICE RESPONSE SHEET,” which is attached hereto in Section VII.

The County may select one or multiple vendors to perform some or all of the required services.

Proposals should be prepared on the basis of a fixed price. Proposers should provide hourly, daily and extended period pricing for each of the titles described above for which they will be providing services. The term of the consulting service can be on an hourly basis or daily basis for a period of from 1 to 365 days with an option for renewal. All consultants shall be required to take three (3) weeks unpaid vacation annually (which shall be prorated). Separate pricing is also requested for each of the services.

C.) PROPOSAL CONTENT

1.) Executive Summary

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

- The scope of the work being proposed and the approach to be applied.
- Proposer’s corporate financial position, capabilities, project management experience, organization and staffing.
- Overall understanding of the County's needs.
- This part is limited to a maximum of 10 pages.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP. They are not intended to be an expensive or elaborate presentation. Emphasis should be on completeness and clarity of content.

2.) Personnel Resumes
The proposers may be individuals or companies. If the proposer is a company, the proposer should propose a project team including specific personnel for specific roles. The proposer shall describe recent (within the last two years) experience of the key personnel relevant to any projects of the type, size and scope of this RFP.

All individuals, or, in the case of company, staff members (including proposed subcontractors if any) of the proposer's proposed project team, must be named, and a detailed resume must be included for each. The resume must include academic background and degrees (indicate major field of study), professional certifications, previous participation in County projects.

No changes in the individuals or team staff or specific assignments may be made without the approval of the County.

3.) Qualifications & References

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

4.) The proposal must also contain:

1. Full names, e-mail addresses and physical addresses of each individual, company or entity involved and if applicable, the branch office of the other subordinate units that will perform or assist in performing the work.

2. 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.

3. Samples of relevant work by the individual or, in the case of a company, by each individual proposed to work on the project.

4. Names, addresses and telephone numbers of three references for whom the proposers has performed similar services. For each project, proposers must indicate

   - The work performed
   - Its duration
   - The size of the organization relative to the County
   - Proposed versus actual budget/cost.

5.) Price Proposal

Proposers must submit a Cost Summary which contains an hourly, daily and, if offered, extended period rate for the various positions. The Price Proposal must include the cost for each of the skill sets being proposed and must be signed. Pricing should include a minimum of three levels (one year experience, 3 years of experience, and 5 years of experience which could be thought of as being Entry, Intermediate, and Senior).
consultants shall be required to take three (3) weeks unpaid vacation annually (which shall be prorated).

All rates, for each of the skill sets being submitted, are to be quoted for the work being performed at the County site.

Price proposal must be submitted in Microsoft Excel format in spreadsheet provided

III. LEGAL

A.) UNDERSTANDINGS

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;

- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;

- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

- 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 RFP, except to the extent restricted by applicable law, including, but not limited to, the Westchester County Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received after notification to all proposers;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
• To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
• To enter into 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 in the evaluation criteria;
• While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
• The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
• The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place 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.

B.) EVALUATION CRITERIA

The County shall apply the following evaluation criteria in selecting one or more proposers with whom to commence contract negotiations for specific services. Such 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.

The County will award this RFP, assuming all RFP’s are not rejected, based on the proposal that best meets our specified requirements and in accordance with the County’s Procurement Policy. Various awards may be made throughout the year based on the specific skills needed by the County at that time. Typically, contracts are awarded for a year term; however, shorter contracts may be awarded based on the term of individual projects. 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:

1. Cost: The terms and fees proposed for the services.
2. Commitment: The credibility of the vendors commitment to provide the requested services, meet or exceed all requirements and provide quality personnel. This includes review of resumes (include education/training, experience, certifications), business proposal, and interviews.
3. 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.
4. Past Performance and / or References

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

The proposer accepts and agrees that, if selected by the County, it will be asked to sign a contract containing the following, or language in substantially the following form, as indicated in the attached Sample Contract Form, which is attached hereto in Section VI.

a.) INDEMNIFICATION AND DEFENSE

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

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

b.) INSURANCE

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.

D.) NON-COLLUSION

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

E.) CONFLICT OF INTEREST
The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Westchester. Further, all proposers must disclose the name of any County officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

F.) INDEPENDENT CONTRACTOR

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

G.) CONTENTS OF PROPOSAL AND FREEDOM OF INFORMATION LAW

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

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

“NOTICE

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

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

and

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

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.
The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

H.) MBE/WBE

Pursuant to 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, all proposers are required to complete the questionnaire attached to the Sample Contract Form as Schedule “D”.

I.) MACBRIDE PRINCIPLES

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as Schedule “E” Of the Sample Contract Form. Therefore, all proposers are required to submit with their proposal the Certification Form attached to the Sample Contract Form as Schedule “E”.

J.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

All proposers are required to submit with their proposal the Disclosure Form attached to the Sample Contract Form as Schedule “F”.

K.) NEWS RELEASES

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

L.) INDEPENDENT PRICE DETERMINATION

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

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

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

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

M.) AUTHORITY TO DO BUSINESS IN NEW YORK
Any foreign corporation, LLC, LLP or partnership must furnish a copy of its certificate of authority from the New York Secretary of State to do business in the State of New York.

N.) PROPOSER CERTIFICATION

Each person signing the proposal certifies that:

1. He or she is the person in the proposer's organization responsible within that organization for the decision as to the prices being offered in the proposal and that he has not participated, and will not, participate, in any action contrary to Part M above (Independent Price Determination), or

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

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

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

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

Proposer Name

By: __________________________
Name: __________________________

Title: __________________________
SAMPLE CONTRACT FORM

THIS AGREEMENT made the ______ day of __________________ 20__ by and between

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

AND

[Insert legal name of the CONSULTANT,] a [insert state, e.g., New York State, and insert the legal status, e.g. corporation, partnership or limited liability company, if applicable] having an office and principal place of business at [insert address] (hereafter the “Consultant”)

W I T N E S S E T H:

FIRST: The consultant shall furnish professional consulting services as more fully described in Schedule "A", which is attached hereto and made a part hereof (the "Work"). The Work shall be carried out by the consultant in accordance with current industry standards and trade practices.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule “J”. The Key Personnel List attached hereto as Schedule “J” may not be changed without the permission of the Chief Information Officer or his/her duly authorized designee (the "Commissioner"), who shall have sole discretion to approve or disapprove of any such personnel changes, unless the Consultant demonstrates that such change is beyond its reasonable control (e.g., the employee left the Consultant). In the event a personnel change is beyond the reasonable control of the Consultant, the Consultant agrees that the County shall have the discretion to terminate this Agreement if the
substitute is not acceptable to the County.

SECOND: The term of this Agreement shall commence on [insert date] and shall terminate on [insert date], unless terminated earlier pursuant to the provisions of this Agreement.

The Consultant shall report to the County on its progress toward completing the Work, as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

The Consultant shall properly maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall be submitted on a monthly basis. This log shall include, but not be limited to, the following:

1. Date.
2. Names and titles of employees rendering service.
4. Required time expended.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the Consultant shall be paid an amount not to exceed [insert amount in words] ($[insert numeric amount]) Dollars, and shall be paid upon completion of the Work. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

Payment under this Agreement shall be made after submission by the Consultant of a properly executed payment voucher approved by the Commissioner. Requests for payment to be made shall be submitted by the Consultant on properly executed payment vouchers of the County and paid only after approval by the Commissioner. 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. In no event shall payment be made to the Consultant prior to completion of all Work and the approval of same by the Commissioner.
The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Consultant exceed the not-to-exceed amount set forth above.

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

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

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

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

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

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

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

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

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

EIGHTH: (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 hereto as Schedule "C". In addition, the Consultant hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

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

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

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

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

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

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

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

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

**FIFTEENTH:** The Consultant and the County agree that the Consultant and its officers, employees, agents, Consultants, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof. Accordingly, the Contractor represents that, where applicable, it shall withhold income taxes, withhold and pay Social Security and Medicare taxes, and pay unemployment tax on all wages paid to its employees while providing services under this contract.

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

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

To the County:

________________________________
________________________________
________________________________
with a copy to:

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

To the Consultant:

________________________________
________________________________
________________________________

EIGHTEENTH: 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.

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

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

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

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

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-SECOND: Attached hereto and forming a part hereof as Schedule “F” is a questionnaire entitled “Required Disclosure of Relationships to County.” The Consultant agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Consultant agrees to notify County in writing within ten (10) business days of such event.

The Consultant shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

TWENTY-THIRD: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule "G" and which is made a part hereof. In addition, the Consultant agrees to sign the certifications regarding Drug Free Workplace and Lobbying, attached hereto as Schedules "H" and "I", and made a part hereof.

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

TWENTY-FIFTH: All payments made by the County to the Consultant will be made by electronic funds transfer ("EFT") pursuant to the County’s Vendor Direct program. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule
“L”. Payments will be automatically credited to the Consultant’s designated bank account at the Consultant’s financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential.

**TWENTY-SIXTH:** The Consultant agrees to complete the Qualified Transportation Fringe Program forms, attached hereto as Schedule “M”.

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

**TWENTY-EIGHTH:** It is recognized and understood that the County shall evaluate the performance of this contract by the Consultant and shall use such evaluation in deciding to award future contracts to the Consultant.

[NO FURTHER TEXT ON THIS PAGE]
IN WITNESS WHEREOF, the County of Westchester and the Consultant have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: ________________________________
    Name: ________________________________
    Title: ________________________________

[NAME OF CONSULTANT]

By: ________________________________
    Name: ________________________________
    Title: ________________________________

Authorized by the Westchester County Board of Acquisition & Contract at a meeting duly held on the ___ day of ________________, 201__.

Approved as to form and manner of execution

__________________________________________
_________ County Attorney
County of Westchester
ACKNOWLEDGMENT

STATE OF NEW YORK )
COUNTY OF ) ss.:  

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

Date: ______________   ___________________________________

Notary Public

RPL § 309-a; NY CPLR § 4538
CERTIFICATE OF AUTHORITY
(CORPORATION)

I, ________________________________________________________________,
(Officer other than officer signing contract)
certify that I am the ________________________________________________ of
the _____________________________________________________________
(Name of Corporation)
a corporation duly organized and in good standing under the ______________________________
(Law under which organized, e.g., the New York Business Corporation Law)
named in the foregoing agreement; that ______________________________________________
(Person executing agreement)
who signed said agreement on behalf of the ______________________________________
(Name of Corporation)
was, at the time of execution _______________________________________________________
>Title of such person)
of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by
authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and
effect at the date hereof.

___________________________________
(Signature)

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

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

___________________________________
NOTARY PUBLIC

Date: _____________
SCHEDULE "A"
SCOPE / SPECIFICATIONS

[INSERT]
SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(Consultant)

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

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

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

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

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

Where an applicant claims to not be required to carry either a Workers'
Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS
form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/ Businesses,
then Business Permits/Licenses/ Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should
present a certificate from the New York State Worker's Compensation Board evidencing that

(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"

STATE OF )
COUNTY OF ) ss.:

_______________________________,
(Name)

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

1. I am the

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

of ________________________________ (the "Consultant")

(Name of Consultant)

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

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

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

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

______________________________
Consultant

Sworn to before me this _____________

day of ______________________, 20__

______________________________
NOTARY PUBLIC

[Note to Consultants: Please file this Affidavit directly with the Office of the Westchester
County Clerk, Legal Division. The filing fee is $5.00.]
As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

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. 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)
   If yes, official documentation of such certification must be attached hereto.

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

Date: _______________ ___________________________________ Notary Public
SCHEDULE "E"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

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

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

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

Agreed:

Name of Consultant: 

By (Authorized Representative): 

Title: ___________________________ Date: ________________
SCHEDULE "F"

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 "G"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Consultant is unable to certify to any of the statements in this paragraph, the Consultant shall attach an explanation to this certification.

Date:__________________________

Signature:______________________

Title:__________________________

Organization:__________________

38
SCHEDULE "H"

Certification Regarding
Drug-Free Workplace Requirements
Grantees Other Than Individuals


The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
   (1) Abide by the terms of the statement; and,
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
   (1) Taking appropriate personnel action against such an employee, up to and including termination; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Authorized Signature    Title    Date
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

__________________________________________
Organization

Authorized Signature                  Title                  Date

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
SCHEDULE “J”

KEY PERSONNEL LIST

(TO BE ATTACHED)
Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following “Persons Subject to Disclosure” (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

If any of the above mentioned Persons Subject to Disclosure 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

© A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure 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 Subject to Disclosure 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).
Accordingly, the Contractor is required to review these Instructions and complete Schedule "K-1" as well as any other applicable criminal disclosure forms (i.e., “Schedules K-2” through “K-5,” together with “K-1,” collectively referred to as “Disclosure Forms”).

However, the following Persons Subject to Disclosure are exempt from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons 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 this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Contractor shall notify the Procuring Officer in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Contractor is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Contractor and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

If the Procuring Officer determines that the Contractor is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Contractor in writing, and the appropriate Disclosure Forms shall be required.

It shall be the Contractor’s duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Contractor to submit a completed Certification Form annexed hereto as Schedule “K-1,” which certifies that the Contractor and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

1 “Procuring Officer” shall mean the head of the department or the individual(s) 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.
Should the Contractor or any Person Subject to Disclosure (also referred to as “Person”) affirmatively advise that they have been convicted of a crime said Person shall be identified in Schedule “K-2” and shall complete Schedule “K-3,” entitled, “Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime.”

Should the Contractor or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Schedule “K-2” and shall complete the form annexed hereto as Schedule “K-4,” entitled, “Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges.”

Should the Contractor or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed in Schedule “K-5.”

It shall be the duty of the Contractor to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Contractor to assure that all of their proposed Subcontractors complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Contractor needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Contractor.

The Contractor shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.

THE CONTRACTOR HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY
UPDATES TO THE COUNTY AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 1-2008.

Any failure by the Contractor to comply with the disclosure requirements of Executive Order 1–2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County a material breach by the Contractor and shall be grounds for immediate termination of this Agreement by the County.
SCHEDULE “K-1”

CONTRACTOR AND ALL PERSONS SUBJECT TO DISCLOSURE CERTIFICATION FORM

IF THIS FORM IS COMPLETED BY A SUBCONTRACTOR CHECK HERE

I, ____________________________________________________________________,
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW AND THEN COMPLETE APPLICABLE DISCLOSURE)

_____ a principal of the Contractor & authorized to execute this Certification Form;

_____ a representative of the Contractor & authorized to execute this Certification Form;

A.) PRINCIPAL/REPRESENTATIVE DISCLOSURE

(CHECK APPROPRIATE RESPONSE BELOW)

I am a principal or a representative of the Contractor authorized to execute this Certification Form and my answers to the questions below are as follows:

1.) 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?

_____Yes    ____No

2) Are you 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)?

_____Yes    ____No

2 Persons Subject to Disclosure are identified and defined in Schedule “K,” pursuant to Executive Order 1-2008.

3 If this Certification Form is being completed by a Subcontractor, please consider all references to “Contractor” to mean “Subcontractor.”
B. CONTRACTOR DISCLOSURE

Based upon my own personal knowledge or having made all necessary efforts to obtain the facts, the answer to the questions below are as follows:

1) Has the Contractor 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?
   _____Yes    _____No

2) Is the Contractor 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)?
   _____Yes    _____No

C. PERSONS SUBJECT TO DISCLOSURE

I hereby certify that all of the Persons Subject to Disclosure, as previously defined under this Contract that will or are intended to provide services, work or intended to be on County property under this Contract have been asked the following questions:

1) 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?
   _____Yes    _____No

2) Are you 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)?
   _____Yes    _____No

If the answer is “yes,” to any of the questions in Sections “A,” “B,” or “C” above, please list the names and titles of all such Persons in Schedule “K-2.”

In addition, the Persons identified in Schedule “K-2” must complete Schedule “K-3” or “K-4.”
Schedule “K-3” must be completed by those Persons who have previously been convicted of a crime.

Schedule “K-4” is provided for those Persons who are subject to pending criminal charges.

If a Person refuses to answer any of the questions in Sections “A,” “B,” or “C” above, the name and title of said Person shall be listed in Schedule “K-5.”

**CONTRACTOR CERTIFICATION**

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

**No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.**

It is further understood and agreed that the Contractor has a continuing obligation to maintain the accuracy of the Disclosure Forms 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:

__________________________________                   ___________________
Notary Public      Date
SCHEDULE “K-2”

NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE
THAT ANSWERED “YES” TO ANY QUESTION IN SCHEDULE “K-1”

1. _____________________________________________________________
2. _____________________________________________________________
3. _____________________________________________________________
4. _____________________________________________________________
5. _____________________________________________________________
6. ______________________________________________________________

Note: If more names and titles must be added, please attach a separate page entitled, “Schedule K-2 Continued.”

CONTRACTOR CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Contractor has a continuing obligation to maintain the accuracy of the Disclosure Forms 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

4 If this Certification Form is being completed by a Subcontractor, please consider all references to “Contractor” to mean “Subcontractor.”
SCHEDULE “K-3”

CRIMINAL BACKGROUND DISCLOSURE FORM FOR PERSONS WHO HAVE BEEN CONVICTED OF A CRIME

The conviction of a crime will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the prior conviction(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, ______________________________, am ________________________________
(Name of Person Signing Below) (Title Relevant to Contract)

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.

I certify that this information is correct and complete. 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 employment on this project.

**No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.**

I understand that I have a continuing obligation to maintain the accuracy of this form 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.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

____________________________
Name

____________________________
Title

____________________________
Date

____________________________
Notary Public

____________________________
Date
CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO ARE SUBJECT TO PENDING CRIMINAL CHARGES

A pending criminal charge will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the pending charge(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, ______________________________, am ________________________________
(Name of Person Signing Below)   (Title Relevant to Contract)

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 certify that this information is correct and complete. 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 employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form 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.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

__________________________________                   ___________________
Notary Public      Date

Name
Title
Date

Notary Public  Date
SCHEDULE “K-5”

PERSONS THAT REFUSED TO ANSWER

Please list the names and titles of each Person that refused to answer any of the questions in “Schedule F-1.”

1) _________________________________________________________________
2) _________________________________________________________________
3) _________________________________________________________________
4) _________________________________________________________________
5) _________________________________________________________________
6) _________________________________________________________________

CONTRACTOR CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Contractor has a continuing obligation to maintain the accuracy of the Disclosure Forms 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.

__________________________________                   ___________________
Notary Public      Date

If this Certification Form is being completed by a Subcontractor, please consider all references to “Contractor” to mean “Subcontractor.”
SCHEDULE “L”

Electronic Funds Transfer (“EFT”) Program
**Section I - Vendor Information**

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number: 

3. Vendor Primary Address

4. Contact Person Name:  
   Contact Person Telephone Number:  

5. Vendor E-Mail Addresses for Remittance Notification:

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

Authorized Signature  
Print Name/Title  
Date

**Section II - Financial Institution Information**

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:  
   Account Type:  
   Checking  Savings

10. Account Type:  

11. Bank Account Number:  
   Bank Account Title:

12. Bank Contact Person Name:

13. Telephone Number:

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

Authorized Signature  
Print Name / Title  
Date

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

**GENERAL INSTRUCTIONS**

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

**Section I - VENDOR INFORMATION**

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

**Section II - FINANCIAL INSTITUTION INFORMATION**

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

STATEMENT OF ENROLLMENT IN A QUALIFIED TRANSPORTATION FRINGE PROGRAM

I. I am the ______________________ of _____________________________________.
   (title)       (Bidder’s/Proposer’s full legal name)

II. 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).

II. 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 wiring upon the commencement of their participation in such a program.

________________________ __________________
signature    date
SCHEDULE “M”

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
VI. LIST OF FREQUENTLY ASKED QUESTIONS

1. Does the county require submission of proof of indemnification and insurance coverage for (a) general liability, (b) automobile liability, (c) workers’ compensation and (d) professional liability coverage with our response?

Response: To execute a contract, following selection of the proposer(s), proof of the insurance will be required. RFP does not require it at this time.

2. Please advise if vendors are to provide a minimum of one sample résumé for the categories for which they are bidding or if the résumés are required only for the key personnel of the vendor company such as the President, officers, account managers, lead technical recruiter, and Comptroller.

Response: Provide a minimum of one sample résumé for the categories for which you are bidding.

3. If a résumé is in fact required for each of the skills listed, can the same candidate be submitted for more than one skill, where appropriate, such as for SOLARIS and AIX server administration?

Response: Yes

4. Please clarify if you would like for the rate sheet to be expressed as Hourly or Daily rates. The instructions indicate hourly, daily, and extended (if offered) but the rate sheet provided by the County has columns for only 1 type of structure.

Response: Responders may submit rates per spreadsheet.

5. You mention hourly, daily and long term. Do we need to submit rates for each of these?

Response: No you do not. You should submit your best pricing.

6. Please define what the county means by “extended period pricing”

Response: Extended period pricing means if a guaranteed period of time is offered, there is a reduced rate.

7. Is there a limitation on the number of resumes a respondent may include in its response?

Response: No

8. Is the price proposed “not to exceed” or “firm pricing”

Response: Contract period is generally for one year with a total not to be exceeded contract value.
9. We are a preferred vendor for State of New York. Will that influence your decision?

Response: No, the County operates under different procurement laws and regulations than the State.

10. What is the estimated volume of consultants for professional services?

Response: Unknown at this time. The number of consultants required will vary based upon the number of skill sets required for projects and the number of projects undertaken in 2011 through 3/31/2012.

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

Response: Unknown. The selection criteria, stated in the RFP, include several variables. The County may choose as many vendors as required to fulfill its needs based upon all skill sets included in this RFP.

12. The Personnel Resumes section of the RFP; since this RFP is for a variety of consulting resources and not a specific project with specified roles. Does the county still want to see resumes? If so, how many and is there a preference in the technology area or Roles associated with the resumes?

Response: Yes we want to see resumes and there is no limit on the number.

13. Is the county looking for a technical team to do the work?

Response: This is a professional services RFP. If a team is offered for that purpose, then this must be noted and resumes for the whole team must be supplied.


Response: The rates are inclusive.

15. Are there provisions for rate increases for years (3 to 5) or are these fix rates.

Response: The contracts are normally for one year or duration of project.

16. By responding to this RFP do I get on a "preferred vendor" or similar list?

Response: No. No such list exists. Also, depending upon your skills, you may find in reviewing this RFP that you are not qualified to perform all of the work required by the County as part of the various different skill sets. You would not have the opportunity to possibly perform work for any skill set that was not included in your proposal.

17. Will I need to respond to this type of RFP each time one is issued?

Response: Yes. In order to be eligible to perform the work being procured under a particular RFP, you must reply to that RFP with a proposal.
VII. PROFESSIONAL SERVICE RESPONSE SHEETS

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## Professional Consultant Services Response Sheet

<table>
<thead>
<tr>
<th>Skill Sets</th>
<th>1 Year Exp Rate</th>
<th>3 Year Exp Rate</th>
<th>5 Year Exp Rate</th>
<th>1 Year Exp Rate with certification if applicable</th>
<th>3 Year Exp Rate with certification if applicable</th>
<th>5 Year Exp Rate with certification if applicable</th>
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<td><strong>Programming</strong></td>
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<td>10 Informix development tools</td>
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<td>11 CGI/AMS Advantage Systems</td>
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<td>12 Oracle Application Servers</td>
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<td>13 ASP.Net/C#</td>
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<td>14 SPSS</td>
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<td>15 Software Architecture &amp; Design</td>
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<td>16 User Interface Design and Information Architecture</td>
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<td>17 Hyland On-Base programming</td>
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<td>18 Data Warehouse/Data Mart Design</td>
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<td>20 Service-Oriented Architecture</td>
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<td>21 SOAP (&quot;Simple Object Access Protocol&quot;)</td>
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<td>24 Crystal Reports/Crystal Enterprise/Business Objects Business Intelligence products</td>
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<td>25 Eclipse Development tools</td>
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<td>26 Interactive Voice Recording (IVR)</td>
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<td>27 Java Script</td>
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<td>28 Oracle Forms Reports and PL/SQL</td>
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<td>29 Microsoft InfoPath Forms Design</td>
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<td><strong>Infrastructure:</strong></td>
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<td><em>Ability to configure, manage and troubleshoot:</em></td>
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<td>30 Perform programming services for Blackberry devices</td>
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<td>31 Apache Web Server Administration/Programming</td>
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<td>32 Microsoft Exchange Administration Services</td>
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<td>33 Windows Server Administration Services</td>
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<td>34 LINUX Server Administration Services</td>
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<td>35 SOLARIS Server Administration Services</td>
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<td>36 AIX Server Administration Services</td>
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<td>37 TOMCAT Application Server Administration Services</td>
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<td>38 IIS Web Server Administration/Programming</td>
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<td>PROFESSIONAL CONSULTANT SERVICES RESPONSE SHEET</td>
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<td>39 Websphere Web Server Administration/Programming</td>
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<td>40 EMC Replistore and Autostart Services</td>
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<td>41 EMC Avamar Backup &amp; Recovery Configuration / Support</td>
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<td>42 Windows Security</td>
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<td>43 NetIQ</td>
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<td>44 Source Control and Build Management</td>
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<td>45 Virtual Machine ie. VMWare</td>
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<td>46 Identity Management Solutions</td>
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<td>47 SharePoint Server Administration/Programming</td>
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<td>48 Microsoft Unified Access Gateway Administration</td>
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<td>49 Websense configuration, installation and troubleshooting.</td>
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<td>50 Database Administration and Design for Informix Databases</td>
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<td>51 Database Administration and Design for SQL Server databases</td>
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<td>52 Database Administration and Design for Oracle Databases</td>
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<td>53 Oracle Advanced DB (Streams, RAC, etc) Administration, Implementation, Design &amp; Support</td>
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<td>54 Database and Schema Administration &amp; Design and Programming Active Directory</td>
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<td>55 Database and Schema Administration &amp; Design and Programming Directory Services</td>
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<td>56 Configure, tune and manage Oracle Real Application Clusters and DataGuard</td>
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<td>57 Database Administration and Design for Oracle Application Server</td>
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<td>58 Database Administration and Design for MySQL databases</td>
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<td>Desktop Support</td>
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<td>59 Workstation Engineer Support Services</td>
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<td>60 Altiris Asset Management Configuration / Administration</td>
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<td>61 Altiris Service Desk Configuration / Administration</td>
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<td>62 Altiris Inventory Solution Configuration / Administration</td>
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<td>63 Level 1 Help Desk Support</td>
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<td>64 Proficiency in Office 2007</td>
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<td>GIS</td>
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<td>Design and integrate Automatic Vehicle Locator (AVL) Systems and related Global Positioning Systems (GPS) hardware with GIS systems including integration of new technologies into existing systems. Assist in recommending and implementing AVL/GPS solutions that promote interoperability and integration with the County’s ESRI geospatial infrastructure. Technical knowledge in the operation of vehicle tracking, GPS, and related wireless systems required.</td>
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<td>Design and develop web applications, web services and GIS desktop applications using ArcGIS Server with Microsoft .Net framework, Microsoft Silverlight, Adobe Flex and JavaScript, Java platform, Web Mapping API, ArcObjects, ArcXML, ArcIMS, Python, ASP, .NET, JSP, XML, AJAX, HTML, CSS, and other GIS open source API, including Google and Microsoft mapping technologies.</td>
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<td>Upgrade configure, optimize, administer and monitor ArcSDE Geodatabases with Oracle 10g or 11g Real Application Cluster databases and DataGuard. Design and implement relational geodatabase schema. Familiar with PL/SQL and stored procedures</td>
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<td>Perform Global Positioning System (GPS) field data collection services using Asset Surveyor, TerraSync, GPS Pathfinder Office, GPSCorrect, GPS Analyst, GPS cameras ArcPad 7.x, 8.x or other similar GPS platforms, using mapping or survey-grade products.</td>
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<td>Design and programming services associated with the integration of Intergraph Public Safety (IPS) and ESRI applications and systems</td>
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<td>71 Perform design, development and implementation services for mobile communications and vehicle locator systems</td>
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<td>72 Support of comprehensive countywide digital spatial data development projects including the mapping of street infrastructure/features, georeferencing historical maps or historical aerial photos, hardcopy conversion/automation, tax map maintenance, and collection of other features such as building addresses (from existing digital databases and/or field verification) for integration into the central GIS database</td>
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<td>73 Perform Quality Assurance/Quality Control (QA/QC) services for countywide data development projects</td>
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<td>74 Aerial photogrammetric services including the production of digital orthophotography, oblique imagery, street level imagery, ground control, digital terrain model, planimetric datasets, and related services in support and maintenance of the countywide digital land base.</td>
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<td>Support other GIS related services including AutoCAD, Open Geospatial</td>
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<td>Consortium (OGC) Standards Web Mapping Services (WMS, Web Feature Services</td>
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<td>(WFS) and Web Coverage Services (WCS)</td>
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<td>Networking</td>
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<td>Proficient design and operational experience IBM;s NetCool and other</td>
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<td>network and system management products.</td>
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<td>Networking services for Windows Server, Cisco Router and switch,</td>
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<td>install administration and troubleshooting; Checkpoint firewall installation,</td>
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<td>configuration and trouble shooting, TCP/IP network design</td>
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<td>Network Services for Cisco and Data network</td>
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<td>Experience with applications that evaluate network, server and application</td>
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<td>availability and response time</td>
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<td>Design, engineering and support of wireless data network</td>
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<td>Voice over Internet Protocol Specialist</td>
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<td>82 Switchboard Operator: Familiar with digital multi-button phone sets and consoles. Good Speaking voice and experience in dealing with public</td>
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<td>83 Telecommunications Technician</td>
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<td><strong>Security</strong></td>
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<td>84 Network Security – Certification CompTIA Security +</td>
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<td>85 Intrusion Response</td>
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<td>86 Intrusion Detection</td>
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<td>87 E-Discovery/Court testimony</td>
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<td>88 Disaster Recovery/Business Continuity Planning</td>
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<td>89 Symantec AV Administration</td>
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<td>SKILL SETS</td>
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<td>Archival &amp; Records Management Skills</td>
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<td>Provide professional curatorial and other</td>
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<td>Westchester County historical exhibits,</td>
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<td>publications, online presentations and finding</td>
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<td>aids for retrieving historical documents.</td>
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<td>and advice regarding the preservation and</td>
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<td>91 Archive/library cataloging using CONTENTdm</td>
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<td>92 Specialized scanning using Zeutschel</td>
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<td>93 Specialized scanning using KIP 3000 wide-</td>
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<td>96 Lyris list server administration</td>
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<td>97 SMTP Administration Services</td>
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<td>PROFESSIONAL CONSULTANT SERVICES RESPONSE SHEET</td>
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<td>98 3-D development tools such as 3-D Studio Max, Maya or Lightware</td>
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<td>99 Create PHP pages to interface with Joomla</td>
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<td>100 Graphical Designer/Developer – Web graphics, application interface design</td>
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<td>101 Project Management</td>
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<td>102 Data Entry and Text Conversion</td>
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<td>103 Data Modeling Services</td>
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<td>104 Trunked Radio Technical Specialist</td>
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<td>105 Perform design, implementation and programming services for Disaster Recovery Services</td>
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<td>106 Configuration and implementation services for Laboratory Information Management Systems (microbiology, environmental and forensics/toxicology/medical examiner)</td>
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<td>107 Business Process/Technology Office Study</td>
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<td>108 Technical Writer – for writing technical documentation, user manuals</td>
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<td>109 ADA Compliancy and/or with screen reader technology</td>
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<td>110 IMA Desktop for Behavioral Health Services - Application Support and Training</td>
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<td>111 IMA Desktop for Behavioral Health Services - System Administration</td>
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