INVITATION TO SUBMIT PROPOSALS
FOR THE PROVISION OF
FINANCIAL ADVISOR SERVICES
FOR
THE WESTCHESTER COUNTY DEPARTMENT OF FINANCE
148 MARTINE AVENUE
WHITE PLAINS, NEW YORK 10601

PROPOSAL DUE DATE: March 14, 2017 @ 5:00 P.M.

Department of Finance Contact

Ann Marie Berg
Commissioner of Finance
Westchester County Department of Finance
148 Martine Avenue, Room 720
White Plains, NY 10601
Phone: (914)995-2761
Email: amb1@westchestergov.com

Please be advised that all matters concerning this RFP, from the date of issuance until the contract awards are made, are to be directed in writing to the above named contact person.

An Electronic PDF copy sent no later than March 14, 2017 @ 5:00 P.M. to Ann Marie Berg - AMB1@westchestergov.com with a CC: to Dennis C. Kelly - DCK1@westchestergov.com. Note: This will be the controlling document for timely receipt.

An original and one (1) completed hard copy of the proposal should be received soon after to the attention of:

Ann Marie Berg- at the above address.

Written requests for clarification of this RFP MUST be e-mailed to dck1@westchestergov.com no later than 5:00 P.M. on March 3, 2017. Formal e-mailed responses will be sent by the County on or before Wednesday, March 8, 2017.
REQUEST FOR PROPOSAL (RFP)

WESTCHESTER COUNTY DEPARTMENT OF FINANCE

I. SCOPE OF WORK

The County of Westchester (“County”) is requesting you to participate in an RFP for Financial Advisor services for its 2017, 2018 and 2019 needs. The County, in its sole discretion, shall have the option to renew the agreement for two additional two (2) year periods. The firm(s) to be engaged pursuant to this invitation will be required to assist the County in all matters relating to the issuance of general obligation bonds (e.g.: taxable, tax-exempt), revenue bonds and/or other methods of financing public projects, including, but not limited to, bond anticipation notes and the assistance with bond refunding series.

Proposers should give a price for each of the services referenced above. The anticipated issues and sizes to be used as guidance for the pricing are as follows:

1. 2017 Bond Issue- It is anticipated that the 2017 Bond Sale will be in the 4th quarter. The transaction will result in the Long Term Financing of items previously included in the 2016 Bond Anticipation Note as well as approximately $60-$100mm of “New Money”. It is anticipated that there will be 3 series issued (one for General projects-tax exempt, one for Special Districts-tax exempt, and one taxable issue). It is also anticipated that any resulting sale will be on a Competitive basis.

2. 2017, 2018 and 2019 Refunding transaction(s) - As Determined by Market Conditions. The Financial Advisor will analyze any submitted proposals and/or monitor market conditions for possible refunding opportunities. If appropriate, the Financial Advisor will prepare a refunding transaction for the County’s review. Any resulting sale may either be Competitive or Negotiated.

3. 2018 Bond Anticipation Note -It is anticipated that the 2018 sale will be in the 4th quarter. The estimated size of the Note will be $60,000,000 - $100,000,000. It is anticipated that the Note will mature concurrently with the issuance of the County’s 2019 General Obligation Series. It is also anticipated that any resulting sale will be on a Competitive basis.

4. 2019 Bond Issue- It is anticipated that the 2019 Bond Sale will be in the 4th quarter. The transaction will result in the Long Term Financing of items previously included in the 2018 Bond Anticipation Note (see above) as well as approximately $60-$100mm of “New Money”. It is anticipated that there will be 3 series issued (one for General projects- tax exempt, one for Special Districts- tax exempt, and one taxable issue). It is also anticipated that any resulting sale will be on a Competitive basis.

5. Note: For the option period of 2020 and 2021 the pricing proposal should be based on similar transactions to item 3 and 4 above and for the option period 2022 and
2023 the pricing proposal should also be based on similar transactions to item 3 and 4 above. It is also anticipated that any resulting sale will be on a Competitive basis.

Additionally, in accordance with The Municipalities Continuing Disclosure Cooperation Initiative requirements- the Financial Advisor will also act as the County’s Dissemination Agent. As Dissemination Agent, the Financial Advisor will complete all necessary filings in order for the County to comply with its Post Issuance Compliance on all outstanding issues as stated in the County’s Official Statements.

For New Money Issues, the pricing should be for a negotiated sale as well as competitive sale and should include all work related to the Bond issue. A price and description of services that would not be included should be listed by an hourly rate for the services.

The County expects that its financial advisor will provide services consisting of advice and assistance regarding debt financing, market conditions, assistance with the credit rating agencies, investor relations and other financial matters, including, but not limited to:

- Providing general advice regarding debt and modeling advice as requested by the County;
- Providing financial analysis and marketing advice in connection with current and future financing plans, including advising the County on bond and note pricings, investor and rating agencies relations and presentations;
- Prepare and facilitate in the preparation of the official statements;
- Assist in the preparation of purchase contracts, acts/resolutions and other documents relating to financings;
- Advising, analyzing and assisting the County in connection with the structure and timing of financings;
- Preparing, attending and participating in meetings and conferences with, and presentations to the County; federal and state agencies, entities and officials; underwriters; investors; bond insurers; counsel; rating agencies and trade organizations;
- Assisting in the preparation of requests for proposals and evaluation of responses of other vendors in connection with County financings;
- Develop a financing schedule and distribution list;
• Structure the bond issue based on the County’s projects, the market, and Local Finance Law compliance; update as needed;

• Monitor the market and make recommendations regarding timing of sale;

• Review and comment on the Official Statement and Notice of Sale with the help of the County;

• Make recommendations specifically on terms and conditions of bid to be included in the Notice of Sale;

• Coordinate calls / meetings with rating agencies, participate in all calls / meetings, assist with follow-up if necessary;

• Coordinate with 3rd party vendors (auction platform, Preliminary Official Statement/Official Statement posting);

• Finalize cost of issuance and get County sign-off;

• Arrange for publication of Summary Notice of Sale;

• Set up auction platform and monitor bid process;

• Verify bids and produce schedule of bidders;

• Inform the County on winning bid and cover bid;

• Prepare analysis to assist the County on winning bid and cover bid;

• Produce final numbers;

• Distribute wire instructions;

• Assist bond counsel with closing, as needed;

• Prepare all amortization schedules for Bond Series by project and total series;

• Provide the cost for services for each type of issue. Discuss the factors that would be considered to be in addition to the base fee for each potential bond sale.

The County expects that its Financial Advisor will provide Refunding Issue services as well as monitoring market conditions for refunding opportunities. The resulting transaction could be a Negotiated or Competitive sale. As such, the Financial Advisor would bring the County
to market including, but not limited to the following (as appropriate to the type of transaction contemplated):

- Assisting the County in the selection and evaluation of underwriters for debt offerings and negotiation of the terms of such debt offerings with managing underwriters;

- Refunding - Preparing a technical appendix upon the completion of each new money financing verifying the underwriter’s cash flows;

- Assistance in the selection of underwriter team;

- Representing the County in the pre pricing conferences;

- Participate in the bonding pricing;

- Provide market comparables and analysis prior to pricing;

- Represent the County in securing the NYS Comptroller approval;

- Assistance in securing an escrow and verification agent;

- Assistance for the County with the closing and of the bonds and the transfer of funds;

- Provide all necessary post-sale amortization schedules as requested by County.

II. PROPOSAL EVALUATION

The County shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. 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.

Proposal Evaluation and Selection Criteria:

Proposals from responsible parties will be reviewed and evaluated from the point of view of cost, qualifications, references and other appropriate factors relevant to: (i) the Proposer’s ability to provide the services; (ii) the anticipated quality of the services to be provided; and (iii) financial and other benefits to the County of Westchester. Selection is not limited to the following:

- Experience providing the services requested by this RFP
- Experience providing services requested by this RFP to New York counties of similar size to Westchester County.
- Membership in appropriate professional organizations.
- Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.
- Price proposal for services.

### III. TERM

The term of any ensuing agreement will commence on or about April 1, 2017 and will continue through December 31, 2019. The County, in its sole discretion, shall have the option to renew the agreement for two additional two (2) year periods on written notice to the Consultant.

### IV. LEGAL UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, 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, to 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 an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified at the herein deadline.

V. PROPOSAL REQUIREMENTS

PACKAGES MUST BE MARKED:

“REQUEST FOR PROPOSAL FOR FINANCIAL ADVISOR SERVICES”

1) The proposal must include the following information:

   a. **Scope of work to be performed.** Provide a detailed narrative of how the County’s scope would be performed.

   b. **Identification of Key Personnel.** Identify and provide background information on the key personnel who would provide services to the County. The proposal must include the professional qualifications and experience of these individuals.

   c. **Information to be supplied to the proposer.** List the information that is not provided in the RFP that is necessary for the County to provide to you in order to complete the scope of work.
d. **Proposed Fee.** The fee proposed for these services shall be indicated as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates.

e. **Experience:** The Proposal should list the proposer’s:

- Experience providing the services requested by this RFP
- Experience providing services requested by this RFP to New York counties of similar size to Westchester County.
- Membership in appropriate professional organizations.
- Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.

2) Proposals must be submitted on the proposer’s letterhead or standard proposal form and signed by an authorized representative of the proposer via e-mail. Telephone or facsimile proposals will not be accepted.

3) The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that “this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein.”

4) A signed proposal MUST be submitted electronically no later than Tuesday, March 14, 2017 at 5:00 P.M. to the following e-mail address: Ann Marie Berg –Commissioner of Finance- AMB1@westchestergov.com with a CC: to Dennis C. Kelly –Deputy Commissioner of Finance- DCK1@westchestergov.com.
   **Note:** This will be the controlling document for timely receipt.

5) Proposal must be typed or printed in black ink. No changes will be allowed after proposals are opened.

6) Late proposals will not be accepted.

7) Requests for clarification of this RFP MUST be e-mailed to dck1@westchestergov.com no later than 5:00 P.M. on March 3, 2017. Formal e-mailed responses will be sent by the County on or before Wednesday, March 8, 2017. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL E-MAILED RESPONSES TO ANY E-MAILED REQUEST FOR CLARIFICATION.
8) Proposals MUST be signed. Unsigned proposals will be rejected.

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

10) 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.

VI. 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 Office of the County Attorney. The successful proposer will be asked to sign a contract substantially in the form attached hereto as SCHEDULE “A”.

VII. 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.

VIII. 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.

IX. PROPOSALS SUBJECT TO 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.

X. REFERENCES:

The Agency shall provide a profile which, at a minimum includes the following items:
 a. Agency Name
 b. Address
 c. Year Agency was founded
 d. Total Number of Employees in Agency
 e. References: Indicate three (3) current client references for similar services, include
   1) Client Name
   2) Client Address
   3) Contact Name, Title and Telephone Number
   4) Description of Services
XI. 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 and Title
STATE OF NEW YORK  )
COUNTY OF  ) ss.:  

On the __________ day of ________________ in the year 2013 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
SOLE CORPORATE OFFICER ACKNOWLEDGMENT

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

On this ______ day of ________________, 2013, before me, the undersigned, personally appeared ___________________________________, personally known to me or (Name of Sole Officer) 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 executed the same in his/her capacity as President and sole officer and director of ____________________________, the corporation described in and which executed the (Name of Corporation) within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the within instrument on behalf of said corporation.

_________________________________
Notary Public
CERTIFICATE OF AUTHORITY  
(CORPORATION)

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

certify that I am the ___________________________________________________ of  
>Title)

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 2013 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
CERTIFICATE OF AUTHORITY-LIMITED LIABILITY COMPANY

I, ____________________________________________________________,
(member or manager other than person executing the agreement)
certify that I am a ____________________ of ______________________________________
(member/manager)                      (Name of Limited Liability Company)
(the “LLC”) duly organized under the Laws of the State of ________________________; that
(Name of State)
___________________________________ who signed said Agreement on behalf of the LLC
(Person Executing Agreement)
was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for and on
behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

______________________________
(Signature)

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

On the ______ day of ___________ in the year 2013 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
member/manager 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 a member/manager of said LLC; that he/she is duly authorized to execute said
certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such
authority.

Date: ________  ________________________________
                                              Notary Public
CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, ___________________________________________________________,
(Partner other than Partner signing contract)
certify that I am a General Partner of ________________________________,
(Name of Partnership)
a partnership duly organized under ________________________________,
(Law under which partnership is organized)
and named in the foregoing Agreement; that______________________________,
(Partner Executing Agreement)
who signed said Agreement on behalf of the Partnership was, at the time of execution, a
General Partner of said Partnership; that said Agreement was duly signed for and in behalf of
said Partnership and as the act and deed of said proposer for the purposes therein mentioned.

______________________________
(Signature)

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

On this _______ day of _____________, in the year 2013 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
General Partner 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 a general partner of said Partnership; that he/she is duly authorized to execute said
certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to
such authority.

______________________________
Notary Public
THIS AGREEMENT made the _______ day of ____________________ 2013
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

___________________________________________, having an office and
principal place of business at _____________________________________
(hereinafter the "Consultant")

FIRST: The Consultant shall provide financial consulting services to the County
in connection with ________________ (FILL IN SERVICES TYPE) and as more fully
described in the Consultant’s proposal dated ________________, 20__ (“Proposal”), a copy of
which is incorporated by reference herein and is on file in the Office of the Commissioner of the
Westchester County Department of Finance (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 the Proposal. The key personnel list may not
be changed without the permission of the Commissioner of the Department of Finance or her
designee ("Commissioner") unless the Consultant demonstrates that such change is beyond its
reasonable control (e.g., the employee left the firm). Even in the event that a personnel change is
beyond the reasonable control of the Consultant, the County shall have the discretion to
terminate the agreement if the substitute is not acceptable to the County.

SECOND: The term of this Agreement shall commence on______________, 20__
and shall terminate on December 31, 2019, unless terminated earlier pursuant to the provisions of
this Agreement. The County, in its sole discretion, shall have the option to renew the agreement for two additional two (2) year periods on written notice to the Consultant.

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.

**THIRD:** For the Work to be performed pursuant to Paragraph "FIRST," the Consultant shall be paid an amount not to exceed ______________________($__________) DOLLARS, payable in accordance with the budget in Schedule "A", which is attached hereto and made a part hereof. 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.

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. It is further recognized and understood that the County shall periodically monitor and record the Consultant’s performance during the term of this Contract in accordance with its performance evaluation measures, including but not limited to, quality of work, adherence to its fee schedule and timeliness in response to a request.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, 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 final 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.

Unless the County shall, in writing, advise the Consultant to the contrary, the Consultant shall retain all financial records related to this Agreement for a period of six (6) years after the expiration or 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 rate specified in Schedule "A", which rate shall be prorated to the actual date of termination. 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 proposers 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: The Consultant represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Consultant independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

NINTH: The Consultant expressly agrees that neither it nor any contractor, proposer, 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, proposers 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 "C" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Consultant agrees to complete the questionnaire attached hereto as Schedule "C", as part of this Agreement.

**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, computer printouts, graphs, charts 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.

All subcontracts for the Work shall expressly reference the subconsultant’s duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County’s contract with the Consultant. The Consultant shall obtain a written acknowledgement from the owner and/or chief executive of subconsultant or his/her duly authorized representative that the subconsultant has received a copy of the County’s contract, read it and is familiar with the material terms and conditions thereof. The Consultant shall include provisions in its
subcontracts designed to ensure that the Consultant and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subconsultant necessary to review the subconsultant’s compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Consultant shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Consultant or his/her duly authorized representative certifying that each and every approved subconsultant is in compliance with the material terms and conditions of the Agreement.

**FOURTEENTH:** The Consultant and the County agree that the Consultant and its officers, employees, agents, contractors, proposers 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 Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, proposers 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.

**FIFTEENTH:** 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.

**SIXTEENTH:** 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:

    Commissioner of Finance
    Michaelian Office Building
    148 Martine Avenue, Room ___
    White Plains, New York  10601-3311

with a copy to:

    Westchester County Attorney
    Michaelian Office Building
    148 Martine Avenue, Room 600
    White Plains, New York  10601-3311

To the Consultant:

______________________
______________________
______________________

SEVENTEENTH: 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.

EIGHTEENTH: 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 it the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other agencies on an "as needed" basis.

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

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 Agency 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 Agency) 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.

TWENTY-SECOND: In an effort to avoid conflicts of interest and the appearance of impropriety in County contracts, the Consultant agrees to complete the Disclosure Form attached hereto as Schedule "D". 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 also have each approved subconsultant complete this questionnaire and shall advise the subconsultant of the duty to report any changes to the
information contained therein to the Consultant within ten (10) business days of such event and such information shall be forwarded by the Consultant to the County.

TWENTY-THIRD: The Consultant agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "E" which is hereby incorporated by reference.

TWENTY-FOURTH: VENDOR DIRECT PAYMENT: 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. Successful consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "F". 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. The completed Authorization Form must be returned by the Consultant to the Department of Finance prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Consultant that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

TWENTY-FIFTH: 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 "G". 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.
TWENTY-SIXTH: 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 "H". Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule "H".

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

TWENTY-SEVENTH: 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.

TWENTY-EIGHTH: 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-NINTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.
IN WITNESS WHEREOF, the County of Westchester and the Consultant have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: ________________________________
   Name: 
   Title: 

________________________________________

By: ________________________________
   Name: 
   Title: 

Approved as to form
and manner of execution

Sr. Assistant County Attorney
County of Westchester
CONTRACT SCHEDULE “A”

BUDGET

[BUDGET WILL BE INSERTED HERE]
CONTRACT 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.web.state.ny.us (click on Employers/Businesses,
       then Business Permits/Licenses/Contracts to see instruction manual).

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

(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 affected 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.
CONTRACT SCHEDULE “C”

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

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

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

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

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


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

(a) Black persons having origins in any of the Black African racial groups;
(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
(c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
(d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

___________ No

___________ Yes

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

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

___________ Women

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

______ Black persons having origins in any of the Black African racial groups

______ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

______ Native American or Alaskan native persons having origins in any of the original peoples of North America

______ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: __________________________________________________________

Address:  __________________________________________________________________________

__________________________________________________________________________________

Name and Title of person completing questionnaire: ________________________________

__________________________________________________________________________________

Signature:  __________________________________________________________________________

__________________________________________________________________________________

Notary Public  ___________________________  Date ___________________________
CONTRACT SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

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

Yes ______ No ______

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

____________________________________________________________________

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

Yes ______ No ______

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

___________________________________

___________________________________

3.) Do any County officers or employees have an interest\(^1\) in the Consultant or in any approved subcontractor that will be used for this contract?

Yes ______ No ______

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

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

______________________________

Name: _____________________________

Title: _____________________________

Date: _____________________________

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\(^1\) "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

1.) His/her spouse, children and dependents, except a contract of employment with the County;
2.) A firm, partnership or association of which such officer or employee is a member or employee;
3.) A corporation of which such officer or employee is an officer, director or employee; and
4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.
CONTRACT SCHEDULE “E”

CONSULTANT CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

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

a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and

b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

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

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

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

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

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

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

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

2 For these disclosures, a “crime” or “pending criminal charge” includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.
a.) A conviction of a crime(s);
b.) A pending criminal proceeding for a crime(s); or
c.) Refused to answer questions concerning his/her criminal background

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

**Exemptions**

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

a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and

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

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

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

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

**New Persons Subject to Disclosure**

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

____________________________________________________________

**PLEASE CONTINUE TO THE**

*Criminal Background Disclosure Form and Certification*

*BEGINNING ON THE NEXT PAGE*
CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

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

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

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

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

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

1. ________________________________________________________________
2. ________________________________________________________________
3. ________________________________________________________________
4. ________________________________________________________________
5. ________________________________________________________________

(If more space is needed, please attach separate pages labeled “REFUSED to Answer - Continued.”)
I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to either of the questions above are:

1. ________________________________________________________________
2. ________________________________________________________________
3. ________________________________________________________________
4. ________________________________________________________________
5. ________________________________________________________________

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

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

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

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

2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

3.) Please provide the date and place of each conviction.

4.) Please provide your age at the time of each crime for which you were convicted.

5.) Please provide the legal disposition of each case.

6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

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

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

2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

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

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

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

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

________________________________________
Name: _____________________________
Title: _____________________________
Date: _____________________________

__________________________________
Notary Public                      Date

CONTRACT SCHEDULE "F"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
   There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
   Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. **WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. **WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. **WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. **WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIED CHECK?**
This is to ensure the authenticity of the account being set up to receive your payments.
**Westchester County • Department of Finance • Treasury Division**

**Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form**

**Authorization Is:** (check one)
- [ ] New
- [ ] Change

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

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

Attention: Vendor Direct

### Section I - Vendor Information

1. Vendor Name: 

2. Taxpayer ID Number or Social Security Number: 

3. Vendor Primary Address: 

4. Contact Person Name:  

5. Contact Person Telephone Number: 

6. Vendor E-Mail Addresses for Remittance Notification: 

7. 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.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Print Name/Title</th>
<th>Date</th>
</tr>
</thead>
</table>

### Section II - Financial Institution Information

7. Bank Name: 

8. Bank Address: 

9. Routing Transit Number: 

10. Account Type: (check one)

- [ ] Checking
- [ ] Savings

11. Bank Account Number: 

12. Bank Account Title: 

13. Bank Contact Person Name: 

14. 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: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

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 VOIED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.
STATE OF )
COUNTY OF ) ss.:

______________________________________________________________, 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.]
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 proposer for up to three (3) years, following written notice to the Consultant, giving the Consultant the opportunity for a hearing at which the Consultant may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Consultant __________________________________________

By: (Authorized Representative)_____________________________

Title:_________________________________ Date_______________________
SCHEDULE “I”  
ENROLLMENT IN A QUALIFIED TRANSPORTATION FRINGE PROGRAM

Pursuant to Executive Order 7-2005, each contractor, concessionaire, or vendor (“Contractor”) doing business with the County must enroll in a Qualified Transportation Fringe program, as defined in §132(f)(1) of the Internal Revenue Code, (“QTFP”) when:

1.) the County is committed to pay over to the Contractor funds for services which are to be provided to or on behalf of the County, the total value of which is at least $100,000 in any twelve month period during the contract term, and

2.) the Contractor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least one day per week, regardless of whether those employees are engaged in work pursuant to the County contract.

Accordingly, each Contractor must complete this form concerning its enrollment in a QTFP.

I certify that, under Executive Order 7-2005, _______________________________:  
(Name of Contractor)

_____ is required to be enrolled in a QTFP and:
(please check off only one option)

_____ is enrolled in a QTFP

_____ has initiated the process of enrolling in a QTFP

_____ is requesting a waiver from compliance with Executive Order 7-2005 because:
(please check off only one option and attach a detailed explanation)

_____ the Contractor has an inability to comply

_____ hardship would result from compliance

_____ is not required to be enrolled in a QTFP because:
(please check off all that apply)

_____ the total value of this contract is less than $100,000 for any twelve month period during the contract term

_____ the Contractor employs 25 or fewer individuals who utilize public transportation and/or pay for commuter parking at least one day per week, regardless of whether those employees are engaged in work pursuant to the contract.

Signature: _____________________________
Name: _____________________________
Title: _____________________________
Date: _____________________________

Pursuant to Executive Order 7-2005, the contractor shall notify, in writing, the appropriate personnel in the County department charged with administration of the contract, upon the commencement of its participation in a QTFP.

FOR COUNTY USE ONLY

Waiver is: _____ Approved  _____________________________  Commissioner or Department Head  _____________________________  Date  
_____ Disapproved