Request for Proposals (RFP) for Georeferencing and Application Integration of Scanned Sewer System Documents

Department of Information Technology
Geographic Information Systems (GIS)
Archives and Records Center
Office of the Chief Information Officer

Issue Date: December 4, 2007
Reply Date: January 11, 2007
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1.1 INTRODUCTION

The County of Westchester, New York (the County), is requesting proposals from qualified firms experienced in performing georeferencing (spatial registration) of scanned documents and producing geospatial image databases, and experienced in integrating image databases within geographic information systems (GIS) applications, preferably in the ESRI environment. Respondents should also be familiar with engineering drawings related to sanitary sewer systems or similar infrastructure systems.

The primary responsibilities and tasks associated with this request for proposals include:

1) Perform the spatial registration (or georeferencing) to the County’s photogrammetric basemap, of scanned Department of Environmental Facilities (DEF) sanitary sewer system documents. About 6,500 documents are being scanned from paper or mylar hardcopies by the Westchester County Archives & Records Center. The selected contractor will be required to georeference all aerial photographs (approximately 3,000), and of the CAD drawings, to georeference all those that are plan-view (or ‘orthogonal’).

NOTE: There are an estimated 3,500 CAD drawings in total, but the percentage that are plan-view is unknown.

2) Produce image database(s) of all the scanned images of each type and category, whether registered or not; and

3) Perform application development/integration services, creating a spatial index and a ‘link’ from the user interface to all the images. Integration work will be from within the existing Automated Sewer Manhole Inspection (ASMI) applications at DEF. ASMI applications consist of both desktop and intranet components, including:

- ArcGIS 9.2 extension providing a suite of desktop and field tools for editing, import/export, etc. to update and maintain sewer trunk and manhole databases; and

- Password-secured ArcIMS 9.2 “Code 53” (Call Before You Dig) and complaint-response viewer application with query and address search functions.

The County will provide the following to the selected contractor:

1. The high-resolution (400 dpi) digital images (TIF format) to be registered and/or indexed;
2. 100-scale basemap data to which the aerials and plan-view images must be registered; and

3. Access to the ASMI applications and code and to the County’s Oracle 10g and ESRI ArcSDE 9.2 environment during design/development and final installation and configuration phases.

For the purposes of formulating a response to this RFP, files are available for download via File Transfer Protocol (FTP) from the County’s FTP site. The following table lists specific files provided, in Adobe Portable Document and TIF format. Request download instructions via email from Deborah Parker dape@westchestergov.com.

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<th>Content Description</th>
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<tr>
<td>AerialGridGeo.pdf</td>
<td>Map of sewer districts, trunk lines &amp; aerial grid</td>
</tr>
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<td>CON_1306 (folder)</td>
<td>Sample plan-view drawings required to be registered</td>
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<tr>
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<td>Example of registered sheet index drawing</td>
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<td>B-10.tif</td>
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<tr>
<td>SampleImageLink.tif</td>
<td>Example of hyper-linking aerial images to centroids</td>
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1.2 SCOPE OF WORK

The County seeks technical proposals and quotes for all products and integration services described in this RFP.

The County’s 185 miles of sewer trunk lines are the subject of the approximately 6,500 documents being scanned by the County Archives. Of this number, about 2,500 plan or as-built drawings have already been converted to digital format (TIF). A minimum of 1,500 additional images are scheduled to be converted each quarter until completed, by late fall 2008.

The County requires all the aerial images, and all plan view images to be registered\georeferenced. All scanned images (registered or not) shall be indexed and provided as reference layers in both desktop and web-based ASMI applications. Database(s) shall be optimized both for performance\processing speed and for user experience\ease of use.
1.2.1 Geographic Extent

The County of Westchester covers approximately 486 square miles in southeastern New York State, bordered by New York City to the south, the Hudson River to the west, the State of Connecticut to the east, and Putnam County to the north. County sewer districts cover approximately 195 square miles, mainly in the south and east portions of the County.

1.2.2 Products to be Developed

Products to be developed by the selected contractor through this solicitation shall consist of image database(s) and the tools to use the images within ASMI applications. Additionally, a world file (.TFW) shall be created for each TIF image that meets the County’s requirements for spatial registering in Section 1.2 above (using the same file name and stored with the TIF), so that any ESRI software will read and recognize the pair of files (together) as a spatially located raster dataset. The TFW files shall register the images to the coordinate system used in the County’s enterprise GIS environment: New York State Plane Coordinate system, East Zone, North American Datum (NAD) 1983/92 Adjustment; coordinate values shall be in New York State Plane, U.S. Survey Foot.

**NOTE:** Though registered images shall not be required to meet spatial accuracy standards for photogrammetric datasets, they should be produced to ‘best fit’ and contain minimal distortion.

Image files shall be organized in database(s) tables, and configured on the County’s server(s) for use in desktop and web-based ASMI applications in the County’s enterprise ESRI 9.2 GIS environment.

Scans are currently organized in folders named by contract number (CON_*). Within each folder, naming convention normally combines contract number and sheet number (*-1.TIF, *-2.TIF, etc.). Aerial TIFs will be named using DEF map grid (NER-C11, MAM-B2, etc.). Respondents should retain these naming conventions unless otherwise successfully proposed and agreed upon by the County during contract negotiations.

The contractor shall provide metadata, in accordance with Federal Geographic Data Committee (FGDC) metadata standards, for registered aerials and plan drawings. If point and/or polygon datasets are produced for ASMI application integration, these also must be accompanied by metadata.

1.2.3 Database Design and Implementation Services to be Provided

Respondents should propose database software and structure, and will be required to create one or more image databases to provide all scanned images from within ASMI applications. Users should be able to quickly select from available images by appropriate categories such as by type (plan view, aerial, other categories to be established), or by
contract number, etc. Respondents should propose logical sorting and filtering criteria, from which users can select from a manageable list of images, and a user-friendly interface or GUI prompting the user to make this image selection, that are clear and simple (not onerous or confusing). Final database software and design shall be subject to approval by the County.

The County is specifically seeking guidance on proven standards for image and database format and settings that optimize performance (processing response/display speed) for the image database(s) in a multi-user environment. Both ESRI ArcGIS Server 9.2 software and LizardTech Express Server 6 software are licensed in the County, and respondents may propose to use these or other software. Respondents should discuss the benefits of any alternative image formats proposed.

The County also requests direction on scanning settings, which the Archives and Records Center should use in converting the annotated aerials as well as the remaining plan drawings, to limit file size and storage requirements while preserving image quality and legibility within ASMI or similar applications. Scanned plan drawing files are typically 300 to 500 Kb in size. Some images are larger, from over 1 Mb to over 5 Mb, often where the background contains ‘noise’. See examples posted on ftp for review.

1.2.4 Application Integration Services to be Provided

Proposals should carefully address methods to provide spatial reference and/or link/hyperlink capability in both desktop and web GIS environments to all scanned aerials and drawings, including drawings (such as section profile drawings, drawings of siphon chambers etc.) that will not be spatially registered.

Possible solutions may include, but are not limited to, the following:

- Unregistered TIF image should open as straightforward ‘pictures’ when user selects either a record in the database table, or a hyperlink on the map, possibly consisting of a new point dataset representing approximate central location of the work illustrated in the image (see SampleImageLink.tif on ftp).

- Some images or sets of images (from one or more contracts), such as drawings of work located within a pump station, might be linked to existing DEF facilities already present in ASMI applications as point datasets. Similarly, drawings related to a portion of the sewer system might be linked to existing sewer trunk line dataset also present in ASMI.

- Other images might be linked via a new polygon dataset representing the approximate spatial extent of the image, similar to a ‘sheet index’ CAD drawing, where the extent of each drawing in the set is represented by a rectangle (see 1-SampleGeoref.tif on ftp).
Respondents should also propose methods to implement optimal symbolization for the registered images, including transparent backgrounds for plan drawings and up to two text-and-line color options for plan drawings (for viewing with and without County orthophotos layer).

The County will test integration in ASMI applications before final approval of deliverables.

The County reserves the right to approve any industry-standard and appropriate integration solution(s) proposed by the successful Respondent to complete the project. In addition to cost effectiveness, user experience (ease of use) of the proposed strategies for incorporating both registered and unregistered images will be an important consideration.

Respondents shall specify all file formats, processes, techniques, and systems to be employed for the project, including software and hardware, and establish justification for using them. The experience and number of staff experienced and trained on each system shall also be included.

1.2.5 Data Security

Respondent must propose and implement strategies to maintain security of DEF’s scanned documents and images and other source materials provided by the County. Data transferred to the selected contractor must be returned to the County upon completion of the project or termination of the contract. No copies of the files, digital or otherwise, may be distributed or retained outside the County’s offices beyond the project duration.

The County reserves the right to refrain from allowing these documents to be transferred to any offshore facility or entity.
SECTION 2
ADMINISTRATIVE REQUIREMENTS

2.1 GENERAL TERMS AND CONDITIONS

The general terms and conditions listed in Section 9 shall govern any contract ensuing from this RFP. No pre-bid meeting will be held for this solicitation.

2.2 DEFINITION OF TERMS

Please note the following definitions of terms used herein:

- The term ‘County’ refers to Westchester County, New York.
- The term ‘Respondent’ means any person, firm, or Company that provides a proposal in response to this document.
- The term ‘Contractor’ means the Respondent to which a contract is awarded. All requirements of the Contractor in this document and any subsequent contract shall apply in full to all subcontractors for the named Contractor.

2.3 OBJECTIVE OF THIS RFP

The objective of this RFP is to provide Westchester County with information concerning the background, experience, staff, equipment, and financial stability of firms interested in performing spatial database development services. This RFP is not a contractual offer or commitment to purchase services.

2.4 RESPONSE FORMAT

Respondents shall address all items specified in Section 3 of this RFP, as well as the technical information requested throughout other sections of this RFP. Failure to adhere to this format or to address all items specified may disqualify a Respondent from further consideration. Respondents are encouraged to include any additional information they wish to be considered.
2.5 PROPOSAL SUBMISSION REQUIREMENTS

An original and five copies of the Respondent response must be received no later than 4 p.m., Friday, January 11, 2007. An electronic version of the proposal is also required in Microsoft Word or PDF format.

Proposals may be mailed or hand-delivered to:

Mr. Sam Wear, Assistant Chief Information Officer (GIS)
County of Westchester
148 Martine Ave., Rm 214
White Plains, NY 10601

Late proposals will not be considered. Any proposal received after the deadline by any delivery method will be returned unopened.

All proposals become the property of Westchester County.

2.6 EXCEPTIONS

Respondents must acknowledge and respond to each and every element required in this document in order for their proposal to be accepted as responsive. However, it is acknowledged that certain respondents may employ terminology or propose techniques that differ from those described in the specifications.

All such exceptions in the Respondent’s proposal shall be clearly identified, including the scope of such exceptions, their effect on all items influenced by the exceptions, and a description of functional and cost advantages and disadvantages should the County accept such exceptions. The County shall make a final determination as to the responsiveness of such exceptions and their acceptability.

2.7 PACKAGING

Mailed proposals must be sealed to provide confidentiality of the information prior to the submission date and time. There shall be one securely sealed outer wrapping, clearly marked “Westchester County Georeferencing and Application Integration of Scanned Sewer System Documents”. The County shall not be responsible for premature opening of proposals not properly labeled.
2.8 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Respondent’s company empowered with the right to bind the Respondent.

2.9 RESPONSIBILITY FOR COSTS

The Respondent shall be fully responsible for all costs incurred in the development and submission of this proposal. The County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a Respondent, the evaluation of proposals or presentations, or final selection.

2.10 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a straightforward and concise description of the Respondent’s capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, etc., are not necessary. Emphasis should be placed on completeness and clarity of content.

2.11 SUBSTANTIVE PROPOSALS

The undersigned Respondent shall certify:

1) That his/her proposal is genuine and is not made in the interest of, or on the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, rules of any group, association, organization, or corporation

2) That s/he has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal

3) That s/he has not solicited or induced any other person, firm, or corporation to refrain from preparing a proposal

4) That s/he has not sought by collusion to obtain for himself/herself any advantage over any other Respondent or over the County or any employee thereof.
2.12 PROPOSALS BINDING

Respondents are advised that proposals shall be binding upon the Respondent for ninety (90) calendar days from the due date. A Respondent may withdraw or modify his/her proposal any time prior to the due date by a written request, signed in the same manner and by the same person who signed the original proposal.

2.13 INCLUSION

Provisions of this RFP and the contents of the successful response are considered available for establishment of final contractual obligations. The County retains the option of canceling the award if the successful Respondent fails to accept such obligations.

2.14 RESPONDENT QUALIFICATIONS

Respondents shall be required to submit evidence that they have relevant past experience and have previously delivered services similar to those required herein. Specific experience should be clearly documented.

Each Respondent may additionally be required to show that they have satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from any Respondent who is engaged in any work which would impair their ability to perform or finance this work.

2.15 PRICE QUOTATIONS

Prices quoted for work to be performed will be considered firm. In case of error in the extension of prices in the proposal, the unit prices shall govern.

2.16 PRIME CONTRACTOR RESPONSIBILITY

Respondents have the option of subcontracting parts of the services they propose. All subcontractors will be subject to approval by the County. The successful Respondent shall cause appropriate provisions of its proposal to be inserted in all subcontracts ensuing, to insure fulfillment of all contractual provisions by subcontractors, including adequate insurance.
2.17 NON-NEW YORK CORPORATIONS

In case a contract is awarded to a corporation outside of the State of New York, such corporation must be authorized to do business in the State of New York. The laws of the State of New York shall govern the contract executed between the successful Respondent and the County. Further, the place of performance and transaction of business shall be deemed to be in Westchester County, New York, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of New York, and more specifically the City of White Plains, New York.

2.18 AVAILABILITY OF FUNDS

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 to pay the Contractor 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. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments under this Agreement may be made, including: (i) making provisions for such payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding; and (ii) using its reasonable efforts to have such portion of the budget approved.

2.19 COMPLETE SERVICES/PRODUCTS

The successful Respondent shall be required to (a) furnish all tools, equipment, supplies, supervision, transportation, and other execution accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this document and the resultant contract, execute and complete all specified work to the satisfaction of the County.
2.20 INVOICING AND PAYMENT SCHEDULE

Products deliverable under the contract shall be delivered on a schedule to be agreed upon with County representatives. Upon acceptance of any products by the County, the Contractor may submit invoices for payments in accordance with a schedule to be negotiated.

The County intends to complete review of products within thirty (30) days of submittal. Invoices shall be prepared and submitted to the address specified in Section 2.5.

2.21 PROCUREMENT SCHEDULE

The County has established a schedule for responses, proposal review, Contractor selection, and project initiation. The following dates have been established for this procurement.

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<tr>
<td>Written Questions due</td>
<td>December 14, 2007</td>
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<tr>
<td>Post County Response to vendor questions</td>
<td>December 21, 2007</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>January 11, 2008</td>
</tr>
<tr>
<td>Contractor Selection</td>
<td>January 28, 2008</td>
</tr>
<tr>
<td>Notice to Proceed (estimated)</td>
<td>February 29, 2008</td>
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SECTION 3
PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT

Respondents are required to submit concise technical responses to this document. Unless specific exception is taken, the County assumes that the Respondent is in agreement with, and will execute, the technical approach described in the following sections. Detailed explanations of each technical step are not required. Proposals shall contain all elements of information requested. Summarize your approach, highlighting important points that differentiate your proposal or capabilities from others. The County reserves the right to include any part of the selected proposal, either in addition to or in lieu of the specifications contained in this document, in the final contract.

The following sections and content are required in each proposal:

1) Introduction and Executive Summary
2) Company Profile
3) Organizational Structure and Key Staff Résumés
4) Experience and Reference Summary
5) Response to Commercial Questions
6) Technical Approach
7) Technical Alternatives
8) Miscellaneous
9) Cost Proposal

Detailed requirements and directions for the preparation of each section are presented below.

Proposal Section 1: Introduction and Executive Summary

An Executive Summary should be prepared describing the major facts or features of the project, including any conclusions, assumptions, and generalized recommendations the Respondent desires to make. The summary should be no longer than two (2) pages, and should contain a brief statement of your firm’s understanding of this project, and some of the key advantages of your firm and/or its approach.

Proposal Section 2: Company Profile

Provide the following Company Profile information relative to your firm. If you are proposing to subcontract some of the proposed work to another firm, similar information must be provided for each subcontractor. The length of the company profile should not be more than one (1) page per firm.
1) Firm name and business address, including telephone number and facsimile (FAX) numbers, and web address

2) Year established (include former firm names and year established, if applicable)

3) Type of ownership and parent company, if any; pending or anticipated ownership changes, if any

4) Indication of whether the firm is licensed to do business in the State of New York

5) Address and telephone number of production facility(ies) where the work is to be accomplished (if different from Item 1); also include project manager’s name, address, and telephone/facsimile numbers, if different from Item 1

6) Work to be accomplished by each company included on the team.

Proposal Section 3: Organizational Structure and Key Staff Résumés

This section should be limited to five (5) pages. Describe how you anticipate organizing your team for this project. Provide a listing of key project team members who will be involved. Provide concise résumés for the principal-in-charge, project manager, and other key managerial staff and technical staff. Do not include résumés for persons not directly involved in this project. It will be required that the key people proposed for the project actually participate. If subcontractors are to be used, the same information should be provided for each subcontracting firm.

Proposal Section 4: Experience and Reference Summary

This section should be limited to five (5) pages. Respondents must include at least three project references that can be contacted by the County. If subcontractor is being proposed, similar information must be provided for the subcontractor. Project summaries should include the following information:

1) Project name

2) Name and address of client

3) Client contact person (name/position/current phone number)

4) Period of contract

5) Description of overall project scope, including all services and deliverables
6) Description of services and deliverables provided by any subcontractors or prime contractors who participated as part of the project team for the referenced project

7) Amount of contract

8) Status and comments.

Respondents are to include in their experience summary only those projects that are similar in scope to this one, and to cite those projects in which members of the proposed project team have taken part. Do not cite more than six (6) projects.

Proposal Section 5: Response to Commercial Questions

In the response, please cite questions before each answer. Where applicable, provide information for each subcontractor. Answers shall be direct and specific.

1. Who will serve as the Contractor’s authorized negotiator? Give name, title, address, and telephone number of the Respondent’s authorized negotiator. The person cited shall be empowered to make binding commitments for the firm and its subcontractors, if applicable.

2. What is the potential impact of current or near-future workload on the proposed project? Cite specifically all major project commitments that include similar services and which may affect your ability to deliver in a timely manner.

3. What exceptions are taken to the General Terms and Conditions contained in this document?

4. What specific additional information do you need from the County before commencing contract negotiations?

Proposal Section 6: Technical Approach

In the response, include a brief narrative of key steps, no more than ten (10) pages. Note specifically any operations included or excluded that may differentiate your technical procedure from others. This narrative should also include:

1. A list of the software you propose to use for each of the major steps in the production process. Specify software version where appropriate.

2. Your description of the most challenging aspects of the project, and your firm’s plan for dealing with them.

3. Your firm’s methods to ensure best-fit spatial registration.

5. Your firm’s quality control procedures.

6. Your specific requirements for support from County personnel, based on your technical plan of operations and previous project experience.

**Proposal Section 7: Technical Alternatives**

All Respondents must provide a technical approach and price for the project as described in this RFP. However, where the Respondent has technical alternatives that provide superior results or some other cost or performance advantage to the County, the Respondent should provide sufficient details to clearly define the advantages gained. This type of technical alternative must be described separately from the basic proposal. The effect on the cost of employing such an alternative should be added as an addendum to the cost section, or quoted separately on a separate form (Section 10).

Such alternatives may include production methods that distinguish your firm’s approach to projects such as this one.

**Proposal Section 8: Miscellaneous**

Any miscellaneous information such as sample maps and quality control forms may be included within this section of the response.

**Proposal Section 9: Cost Proposal**

FIRM, FIXED PRICES ARE TO BE SUBMITTED ON COST QUOTATION FORMS INCLUDED IN YOUR RESPONSE. Use Section 10 form or similar format. Separate binding of cost proposals is not necessary.

**3.2 SELECTION CRITERIA**

The County will initially evaluate individual proposals. Any firm determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. The County will then conduct a final evaluation of the proposals. The County intends to negotiate a contract with the best-qualified firm having a reasonable price. If a satisfactory contract cannot be negotiated with the best-qualified firm, the negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified firm and so on.

The proposals will be evaluated on the following criteria (list is not necessarily in order
of importance):

- Demonstrated understanding of the problems and requirements of the project
- Stability of company and adequacy of production facilities
- Qualifications of project personnel and Respondent’s ability to commit capable staff to support a project of this size and scope
- Ability to complete the project in a timely manner without major deviations from project requirements
- Applicability and advantages of technical approaches, software or procedures to achieving project objectives
- Cost-effectiveness of Respondent’s proposed fee
- Past experience with similar projects
- Quality control procedures.
4.1 PROJECT PLAN

The scope of work is to be carried out in accordance with the overall project plan and project schedule as outlined below. Within the context of the overall plan, Respondents are encouraged to propose their most efficient approach to accomplishing the tasks outlined.

4.2 INITIATION/ADMINISTRATION PHASE

Project initiation will begin upon agreement on administrative procedures and the issuance by the County of a written notice to proceed. On-site meetings will be scheduled to address project start-up issues, distribute necessary source materials, and to address any other technical or procedural issues.

After the project initiation meeting(s), the Contractor shall draft a work plan detailing all technical and administrative procedures. The County will review the procedures defined; request any necessary clarifications and changes; and upon agreement, will authorize the commencement of work. The work plan will serve as the project plan and documentation of technical activities throughout the project. A final report shall be delivered to the County upon completion of the project.

4.3 PROTOTYPE (PILOT) PHASE

A prototype project shall be carried out for a representative subset of at least two hundred images selected by agreement between the County and Contractor, including each image type (registered plan drawings and annotated aerials, and other categories of drawings).

The objectives of the pilot are to:

- plan image categories and indexing, and final database structure;
- plan, build, deploy and test ASMI tools to utilize the image database;
- identify and resolve any unforeseen issues or problems; and
- generate products that define the standard for subsequent deliverables.

The pilot shall also be undertaken to assure the Contractor is capable of performing the
work in a timely manner according to the requirements specified.

For the pilot project, registered and indexed images shall be provided by the Contractor in final deliverables format (image database, format to be determined) and integrated with ASMI applications.

Pilot products will be fully reviewed for completeness, compliance to specifications, and will be tested within ASMI environments for functionality. If so desired, the County will conduct this review in consultation with an independent Quality Assurance/Quality Control (QA/QC) agent.

The County will then notify the Contractor of the results of this review. If there are no problems, or if the problems are minor and can easily be corrected, the County will provide written notice to proceed to the production phase of the project.

If significant problems are evident, the Contractor will be notified to make necessary corrections and resubmit the work. The County will then review the revised products, and will notify the Contractor to proceed if the corrections were properly accomplished. If significant problems with the pilot deliverables still occur, and are a result of the Contractor’s efforts, or lack thereof, the County reserves the right to authorize payment for the work completed, and to cancel the remainder of the contract. The pilot phase will be completed when these three conditions have been met:

- Specifications and work plan procedures have been validated and/or revised to reflect the experience of the pilot including any additional requirements identified during the pilot; and

- The pilot images have been viewed and tested in ASMI desktop and web applications and have successfully passed QA/QC; and

- Written notice to proceed has been issued to the Contractor by the County.

### 4.4 PRODUCTION PHASE

Following successful completion of the pilot including fully tested and approved ASMI integration, and upon express written notice to proceed, Production phase shall commence.

Deliveries shall be scheduled to occur regularly, either bi-weekly, monthly, or at another regular interval as agreed during contract negotiations, beginning with images already scanned. Subsequent deliveries, which depend on batches of new scans being made available to the contractor by the Archives & Records Center (at least on a quarterly basis, if not more frequently), should meet similar delivery schedule (number of files completed during a specified time period).

Following each preliminary delivery, quality control review will be performed by
the County or its representative. Products that fail to meet acceptance criteria will be returned to the Contractor. All revisions shall be made without disruption of the contracted schedule.

4.5 CONTRACTOR ACTIVITIES

The major activities of the Contractor are as follows:

- Developing and documenting procedures to meet specifications as contracted;
- Consulting with the County to anticipate, prevent, and resolve any problems that may arise during pilot or production phases;
- Acquiring and/or transferring source materials from the County, and maintaining source material security;
- Producing digital files, databases and metadata, and application integration services and/or tools, in accordance with final specifications;
- Maintaining specified quality standards;
- Delivering products, reports and documentation on schedule;
- Providing all labor, materials, equipment, tools, and other incidentals necessary to perform the work.

4.6 COUNTY ACTIVITIES

Within the context of the overall project, the County will accept the following major responsibilities:

- Designation of a Project Manager and single point of contact;
- Provision of source materials as appropriate;
- Timely response to Contractor questions and timely review of deliverables.

Any additional responsibilities that the Respondent expects to be handled by the County should be specifically stated in the proposal.
4.7 PROJECT TRACKING AND REPORTING

Throughout the project, the Contractor must establish and maintain procedures for tracking and reporting progress.

The Contractor will be required to submit written project status reports on a monthly basis, including a brief summary of progress and other pertinent information. Project status reports, due on the first day of each month during the duration of the project, at a minimum shall include:

- Work completed (include graphical illustration as appropriate)
- Products and digital files delivered, configured, tested
- Meetings held, planned, or needed
- Issues/Problems encountered (whether related to data development or project management) or anticipated
- Production goals for the next reporting period.

A final report shall be delivered to the County upon completion of the project.

The County will require the Contractor meet in person with County representatives at several key steps in the project, at a minimum as identified below:

- Project Initiation
- Prototype (Pilot) Review
- Regular periodic meetings as deemed necessary by the County’s project designated manager.

Any additional meetings planned by the Contractor should be specifically identified in the proposal. The County expects the Contractor will be available for conference calls and/or in-County meetings when the County deems it necessary.
SECTION 5
DATA PRODUCTION SPECIFICATIONS

5.1 GENERAL REQUIREMENTS

The following requirements shall apply to all digital products requested. The County reserves the right to obtain any and all data, readings, records, or any other information relating to this project from the Contractor.

5.1.1 Coordinate System

All horizontal coordinates shall be tied to the New York State Plane Coordinate system, East Zone, North American Datum (NAD) 1983/92 Adjustment; coordinate values shall be in New York State Plane, U.S. Survey Foot.

5.1.2 Database Structure

Database structure and formatting shall be specifically optimized for performance, and configured to be used by the County’s ESRI ArcGIS 9.2 software environments and enterprise server architecture in place at time of contract initiation. Final database software, format and structure for all categories of images shall be subject to approval by the County.

5.1.3 Location Accuracy and Completeness

The Contractor will be responsible for assuring that each registered and/or indexed drawing or aerial photo is present in its designated delivery; that all images are appropriately categorized, indexed, and organized in a database; that each image required to be registered has been assigned appropriate geographic coordinates and meets minimum distortion and ‘best fit’ requirement; and that all images are appropriately represented and ‘linked’ via a map interface for access by ASMI users.

Visual verification as well as any automated checks proposed and approved shall be performed by the contractor’s Project Manager before submittal of any delivery.

All images shall be organized and provided within ASMI via tools proposed and agreed to during contract negotiations.
DELIVERABLES

Deliverables shall meet all requirements and specifications for use in County software environments. Final testing will take place at the County’s GIS offices in White Plains and at DEF offices in New Rochelle.

6.1 DELIVERABLES FORMATS

- Work plan and final Report, in Word Document (DOC) and Portable Document Format (PDF); may also include other Microsoft Office formats such as Excel (XLS)
- Database design for image datasets, in DOC and PDF
- World files, for all images required to be georeferenced, as TFW (or otherwise as may be proposed and agreed to by the County)
- Image database(s) of DEF documents scanned by Archives and Records Center, with FGDC-compliant Metadata
- Point or polygon features, if any, used to link and access the images within ASMI applications, in ESRI Geodatabase format, with FGDC-compliant Metadata
- Desktop and web-based ASMI application integration of image database(s)

6.2 DATA DELIVERIES

Source data acquisition and data transfer from and to the County shall be the responsibility of the contractor. Data transfer and delivery procedures shall be negotiated. The County commits to providing scanned image data according to schedule agreed to during contract negotiations.

6.3 OWNERSHIP

Ownership of all reports, products and data produced or delivered under any contract resulting from this RFP is vested in the County of Westchester government.

Contractor is specifically prohibited from engaging in the copying, sale, or re-distribution, in any manner or by any means, of any products, materials and/or
data provided to the Contractor by the County to support production of deliverables under, or otherwise to fulfill the terms of, any contract resulting from this RFP. All such materials must be returned to the County within sixty (60) days of the completion of the project or upon termination of work for any reason.

Selected consultant will be required to sign a non-disclosure agreement regarding handling, use, and storage of both image data and ASMI code. Consultant will agree to use these files for the purpose of developing and delivering the products sought in this project, and for no other purpose.

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

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

All records compiled by the Contractor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Contractor may retain copies of such records for its own use.
SECTION 7
QUALITY CONTROL AND ACCEPTANCE PROCEDURES

7.1 QUALITY CONTROL/QUALITY ASSURANCE (QA/QC)

The County retains the sole right to determine contract adherence to quality control requirements. Judgment that the Contractor is in breach of the quality control requirements may require suspension of any portion of development work until such time as the County can determine that such problem(s) have been remedied.

The County retains the right to use the services of a GIS Consultant to support the QA/QC, which consultant would then serve as a representative of the County, and all quality control recommendations by that consultant shall be considered County recommendations.

7.2 ACCEPTANCE CHECKS

The County and/or its QA/QC consultant will be scheduled to complete checks of all deliverable products within thirty (30) days of delivery. Visual inspection and digital analysis will be performed to check for quality, conformity, consistency, spatial and attribute accuracy, and completeness, including through:

- Image count and completeness checks
- Display of digital image files in ASMI and GIS desktop
- Data format review and performance testing
- Comparison and analysis of categorization and index attributes
- Other checks against specifications as may be appropriate.

These checks will be conducted directly on the digital database(s) that are provided.
7.3 ACCEPTANCE PROCEDURES

The Contractor agrees to remedy all errors found during the QA/QC process. The following acceptance procedures will apply to deliverable products:

1. Review of all products will be undertaken by the County or its QA/QC consultant. Products that do not meet specifications or contain errors shall be returned to Contractor for re-compilation.

2. Contractor will make all necessary corrections, and re-submit products for QA/QC.

3. Products that meet specifications and contain no errors, including those products in which all identified errors have been corrected, will be accepted and ‘approved for payment’.

Deliverables returned to the Contractor following QA/QC review shall be resubmitted within thirty (30) days. Completion of all required corrections should not affect the Contractor’s production schedule.

Application integration services shall be deemed complete when all required products and deliverables related to the application integration specified in this document or subsequent contract, as well as any change requests negotiated during the pilot, production and/or review processes have been certified as acceptable; original code (if any) is delivered to the County; and integration has been fully tested by DEF and IT staff.

It is the responsibility of the contractor to make any requested changes to meet the requirements described in the scope of work. Any cost associated with those changes is considered to be part of the fixed price for this project as long as those changes do not exceed the scope of work.
SECTION 8
SCHEDULE

In their response to this proposal, Respondents shall propose a detailed schedule of performance for completion of all components of the image database development and application integration process.

Listed below are approximate project milestones to be used for planning purposes. Final dates defined after project award are to be met by the Contractor.

<table>
<thead>
<tr>
<th>Milestone:</th>
<th>Complete By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to Proceed</td>
<td>February 29, 2008</td>
</tr>
<tr>
<td>Prototype Delivered</td>
<td>April 25, 2008</td>
</tr>
<tr>
<td>Production Proceeds</td>
<td>May 19, 2008</td>
</tr>
<tr>
<td>Project Complete</td>
<td>June 30, 2009</td>
</tr>
</tbody>
</table>
SECTION 9
GENERAL TERMS AND CONDITIONS

9.1 CHANGE ORDER

Any change in the scope or description of the work, or in the contract price, shall be executed by written order of the County. This shall constitute a Change Order. This shall not affect the validity of the contract or any terms or conditions not changed thereby.

9.2 RESPONDENT RESPONSIBILITY

Each Respondent shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a Respondent to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

9.3 RETAINAGE

The County shall retain 10 percent of the amount due as a security. The retainage will be paid to the Contractor after all the work has been completed on the project and the County has accepted the products.

9.4 OFFICIAL PROJECT SCHEDULE

During contract negotiations, the Contractor must supply a detailed “Official Project Schedule” (OPS) with firm dates for delivery of all products, broken out into distinct production areas, and inclusive of all milestones listed in Section 8. This schedule shall become a part of the contract. Amendments to the OPS must be agreed to in writing by the County and the Contractor, and published by the Contractor in the OPS. At all points during this project, it is incumbent upon the Contractor to have an agreed upon, and published, Official Project Schedule. The County shall make no payments to the Contractor during periods where no Official Project Schedule exists. In the event the Contractor does not provide an updated OPS reflecting all modifications agreed upon by the County and Contractor, the County reserves the right to enforce the published schedule that is most advantageous to the County.
9.5 EXCUSABLE DELAY

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

9.6 LICENSES, PERMITS, AND CERTIFICATES

All licenses, permits, and certificates required for and in connection with any and all parts of the work to be performed under the provisions of these contract documents shall be secured by the Contractor entirely at his/her own expense.

9.7 INDEPENDENT CONTRACTOR

The relationship of the Contractor to the County shall be that of an independent contractor.

9.8 AFFIRMATIVE ACTION

The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, age, or disability.

9.9 ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of Westchester County, nor shall he assign, by power of attorney or otherwise, any of the money payable under the Contract unless written consent of the County has been
obtained. No right under the Contract, nor claim for any money due or to become due, shall be asserted against the County, or persons acting for the County, by reason of any so-called assignment of the Contract or any part thereof, unless such assignment has been authorized by the written consent of the County. In case the Contractor is permitted to assign monies due or to become due under the Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

The Contractor shall be fully responsible and accountable to the County for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by him.

9.10 PROTECTION OF PROPERTY AND PUBLIC LIABILITY

The Contractor shall be accountable for any damages resulting from his/her operations. The Contractor shall pay for all damages. He/She shall be fully responsible for the protection of all persons, including members of the public and employees of other contractors or subcontractors and all public and private property.

9.11 CONFIDENTIAL MATTERS

The Contractor and its subcontractors shall treat as confidential all data and information gathered by the Contractor and its subcontractors, and all reports, recommendations, drawings, specifications, photographs, and data. The Contractor and its subcontractors must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publications, or propaganda and/or in another job or jobs, unless written consent is obtained from the County.

9.12 OWNERSHIP OF DOCUMENTS

All documents submitted to the County or prepared for the County pursuant to this Contract will be property of the County. However, the Contractor will bear the risk of loss of any document not submitted to the County before such loss occurs.

9.13 UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, Respondent agrees and understands:
that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;

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

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

- To reject any or all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received after notification to Respondents affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Respondents for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Respondent;
- 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 Respondents;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor.

While this is a Request For Proposals and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Respondent is a responsible vendor for the purpose of this RFP process.
The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.

The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein prior to the deadline.

Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

9.13.1 Proposal Requirements

Requests for clarification of this RFP must be written and submitted to:

Mr. Sam Wear, Assistant Chief Information Officer (GIS)
Westchester County
148 Martine Avenue, Room 214
White Plains, NY 10601
Voice: (914) 995-3047
Fax: (914) 813-4116

no later than 4:00 p.m. on Friday, December 14, 2007. Substantive requests for information received prior to the deadline will be distributed by the County in the form of an addendum to this RFP addressed to all recipients, or as a posting at http://www.westchestergov.com/efp/, on or before December 21, 2007.

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

Proposals MUST be signed. Unsigned proposals will be rejected.

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

No proposal will be accepted from nor any agreement awarded to any Respondent 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 Respondent that has failed to satisfactorily perform pursuant to any prior agreement with the County.

9.13.2 Contents of Proposal

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Respondent's competitive position or
constitute a trade secret. Respondents 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 Respondent’s competitive position.

The Respondent 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 Respondent, 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 RESPONDENT 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.
Costs quoted in this section shall be considered firm for a period of 6 months from the date of submittal.

FIRM NAME: __________________________________________________________

AUTHORIZED SIGNATURE: _____________________________________________

10.1 GEOREFERENCING OF PLAN VIEW DRAWINGS AND ANNOTATED AERIALS

COST $ __________

10.2 IMAGE DATABASE(S) OF ALL SCANNED DOCUMENTS

COST $ __________

10.3 INTEGRATION OF IMAGE DATABASE(S) IN ‘ASMI’ DESKTOP AND WEB APPLICATIONS

COST $ __________

TOTAL COST $ __________
ATTACHMENTS

SCHEDULE A:

I. Insurance and Indemnification Requirements

II. Terms & Conditions (Sample Contract)

III. Standard Insurance Provisions (Consultant)

IV. Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

V. Certification Regarding Business Dealings with Northern Ireland

SCHEDULE B: Vendor Certification
SCHEDULE A

SCHEDULE A - I

CONTRACT

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

INDEMNIFICATION AND INSURANCE

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

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

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

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

The Consultant shall provide proof of the following coverages:

(a) General Liability insurance with a minimum 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 naming the County of Westchester as additional insured. Coverage shall include Contractual, Independent Contractors/Subcontractors and Products and Completed Operations.

(b) Automobile Liability with a minimum 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. Coverage to include Owned, non owned and hired autos.
(c) Workers’ Compensation coverage in statutory amounts.

(d) Professional Liability coverage with a minimum liability per occurrence of $1,000,000.

All policies shall be obtained from companies licensed to conduct business in the State of New York. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Aldwich, New Jersey.

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."

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

THIS AGREEMENT made the ______________ day of ____________________ 20__

by and between

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

(hereafter the “County”)

and

CONSULTANT, having an office and principal place of business at ____________

(hereafter the “Consultant”)

WITNESSETH:

FIRST: The Consultant shall provide _________________________ , as more fully described in Schedule “A”, which is attached hereto and made a part hereof (the “Work”). The Work shall be carried out by the Consultant in accordance with current industry standards and trade practices.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule “A”. The Consultant shall provide the County with prior written notice of any proposed changes in key personnel, and the Chief Information Officer of or his/her duly authorized designee (the “CIO”) shall have sole discretion to approve or disapprove of any such personnel changes.

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

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

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

1. Date.
2. Names and titles of employees rendering service.
4. Required time expended.
The Consultant shall complete those specific Work items identified in Schedule “A” by the interim deadlines set forth therein, unless an interim deadline is extended by the Commissioner in writing, subject to any necessary legal approval of such amendment.

**THIRD:** For the Work to be performed pursuant to Section “1,” the Consultant shall be paid an amount not-to-exceed $___ Dollars, in the manner and at the rates set forth 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.

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.

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

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

SIXTH: (a) The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule “A”. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Consultant shall direct any approved subconsultants 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 uncorrected for forty-eight (48) hours after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

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

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

EIGHTH: (a) The Consultant represents that, as a material element of this agreement, and prior to the rendering of any services to the County, it has filed with the Westchester County Clerk an instrument in the form attached hereto as Schedule "C". In addition, the Consultant hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

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

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

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

ELEVENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule “D” is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Consultant agrees to complete the questionnaire attached hereto as Schedule “D”, 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, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Note: Include the following paragraphs only if the subject matter of the contract involves intellectual property rights, such as a contract with a photographer or a contract which will result in the production of a report, brochure, advertisement, television show, custom software, etc. that the County desires the right to reproduce.

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

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

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

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

FIFTEENTH: The Consultant and the County agree that the Consultant and its officers, employees, agents, Consultants, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as
independent contractors, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof. Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule “F”.

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

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

To the County:


with a copy to:

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

To the Consultant:


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

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

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

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

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

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

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

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

TWENTY-FOURTH: 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:

____________________________________________________

[NAME OF CONSULTANT]

By: ________________________________________________

Name:

Title:

Approved as to form

and manner of execution

______________________________________________

County Attorney

County of Westchester
ACKNOWLEDGMENT

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

On the _________ day of _______________ in the year 2005 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

_________________________________
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 2005 before me, the undersigned, a
Notary Public in and for said State, __________________________________________personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer described
in and who executed the above certificate, who being by me duly sworn did depose and say that he/she
resides at ________________________________________________________, and he/she is an officer of
said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation,
and that he/she signed his/her name thereto pursuant to such authority.

___________________________________
Notary Public

Date
SCHEDULE “A”

(SCOPE / SPECIFICATIONS)
SCHEDULE A - III

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 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, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the
Workers' Compensation Board, Information Unit for investigation and report.)

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

(b) Employer's Liability with a minimum limit of $100,000.

(c) 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.l), naming the County of Westchester as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:

(i) Premises - Operations.

(ii) Broad Form Contractual.

(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).

3. All policies and certificates of insurance of the Consultant shall 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.
QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN

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

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

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

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

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

___________ No
___________ Yes (as a business owned and controlled by persons of color)
___________ Yes (as a business owned and controlled by women)
2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: ________________________________

3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
   
   ________ No
   
   ________ Yes (as a MBE)
   
   ________ Yes (as a WBE)

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

5. Are you certified with the Federal Government as a small disadvantaged business concern?
   
   ________ No
   
   ________ Yes

Name of Firm/Business Enterprise: ________________________________

Address: ________________________________

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

Signature: ________________________________
SCHEDULE A - V

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

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

Agreed:

Name of Contractor: ________________________________

By (Authorized Representative): ______________________________

Title: ______________________________ Date: ________________
SCHEDULE A - VI

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:
(To be filled in by County)

Name of Contractor:
(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee? Yes ______    No ______
If yes, please provide details:______________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
__________________________________________________

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County? Yes ______ _ No ______
If yes, please provide details:______________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
__________________________________________________

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

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

i. His/her spouse, children and dependents, except a contract of employment with the county;
ii. A firm, partnership or association of which such officer or employee is a member or employee;
iii. A corporation of which such officer or employee is an officer, director or employee; and
iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an interest in the Contractor or in any subcontractor
that will be used for this contract? Yes _____ No _____

If yes, please provide details: _______________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

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

_________________________________________________________

Name: ___________________________

Title: ___________________________

Date: _________________________
SCHEDULE B: VENDOR CERTIFICATION

VENDOR CERTIFICATION

(To Be Included with Proposal)

Vendor Certification

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

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

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

__________________________________________

Vendor Name

By: _______________________________________

Name and Title
NONDISCLOSURE AGREEMENT

THIS AGREEMENT is between COUNTY OF WESTCHESTER (the “County”) and ______________________ (“Recipient”) and governs the terms and conditions under which the County agrees to disclose Confidential Information (as defined below) to the Recipient.

1. Confidential Information. “Confidential Information” means all, or any part of, and originals or copies of, any information, in whatever form embodied (e.g. oral, written, electronic) that the County has identified in writing (including electronic communication via email) as confidential at the time of disclosure. Specifically excluded is information (a) that at the time of disclosure was, or becomes, part of the public domain (through a source other than the Recipient); (b) lawfully obtained from a third party that was not under, and did not impose, an obligation of confidentiality with respect to such information; (c) that is independently developed by the Recipient; or (d) that was known by the Recipient prior to disclosure by the County. Confidential Information does not include any ideas, concepts or know-how.

2. Treatment of Confidential Information. The Recipient shall not disclose Confidential Information to third parties without the express written consent of the County. The Recipient agrees not to remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof; and shall return or destroy, as the County may direct, all Confidential Information upon demand. This paragraph shall survive the termination or expiration of this Agreement.

3. No license or conveyance. Nothing in this Agreement shall convey to the Recipient any right, title, interest or license in, or to, any Confidential Information.

4. Miscellaneous. This Agreement shall be governed for all purposes by the laws of the State of New York. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement which shall otherwise remain in full force and effect, but only to the extent that the original intent of this Agreement would not be altered in any material respect. The Recipient shall not assign this Agreement, nor any of its obligations hereunder. This Agreement may be amended only by a writing executed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements. No delay or failure of either party to exercise any right or remedy available to it pursuant to this Agreement shall operate as a waiver of such right or remedy.

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

THE COUNTY OF WESTCHESTER

By ______________________________    By ___________________________
(Name and Title)

Approved as to form and manner of execution:

Sr. Assistant County Attorney

The County of Westchester

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