REQUEST FOR PROPOSAL

WESTCHESTER COUNTY
PARKS, RECREATION & CONSERVATION
450 SAW MILL ROVER ROAD
ARDSLEY, NY 10502

EXCLUSIVE CONTRACT FOR SOFT DRINK AND WATER SALES

The Westchester County Department of Parks, Recreation and Conservation (PRC) is seeking proposals from nationally recognized brand soft drink and water manufacturers to provide soft drinks and water on an exclusive basis, through existing vending machines, fountain sales and over the counter sales at Playland Park and other Parks, Recreation & Conservation facilities. The sales of such product would be generated through Playland and PRC’s existing vending and food concession contractors. It is anticipated that a five-year contract will be awarded at the end of the Request for Proposal process.

All proposals must be received in the Office of the Deputy Commissioner, Westchester County Parks, Recreation & Conservation, 450 Saw Mill River Road, Ardsley, New York by 5:00 p.m., on November 13, 2015. Westchester County will not be responsible for any internal or external delivery delays, which may cause the RFP to arrive beyond the deadline. The firm must submit an original plus five (5) copies of the proposal.

The County reserves the rights to accept, reject or negotiate modifications to any proposal, as it shall, in its sole discretion, deem to be in its best interest.

Any inquiries regarding this proposal should be directed to Peter Tartaglia, Deputy Commissioner at 914-231-4500.
1.0 Purpose and Intent.......................................................................................................

2.0 License Agreement.......................................................................................................

2.1 License Term................................................................................................................

2.2 Contents Of Proposal.................................................................................................

2.3 Proposal Due Date........................................................................................................

2.4 Proposal Delivery........................................................................................................

2.5 Signature....................................................................................................................

2.6 Alterations..................................................................................................................

2.7 Questions and Inquiries..............................................................................................

2.8 Cost Liability and Understanding................................................................................

2.9 Statement of Rights....................................................................................................

2.10 Oral Presentation....................................................................................................... 

2.11 Obtaining Essential Information................................................................................

2.12 Non-Collusion...........................................................................................................

2.13 Conflict of Interest.................................................................................................

3.0 Minimum Qualifications of Proposers........................................................................

4.0 Contract and Term....................................................................................................... 

4.1 Indemnification and Insurance...................................................................................

4.2 Termination................................................................................................................

4.3 Non-Discrimination/Equal Opportunity....................................................................... 

4.4 Assignment................................................................................................................

4.5 Independent Contractor.............................................................................................

4.6 Signs............................................................................................................................

4.7 Method of Payment.....................................................................................................

5.0 Proposal Evaluation...................................................................................................

6.0 Proposal Preparation and Submission.......................................................................... 

7.0 Technical Proposal Form.............................................................................................
1.0 Purpose and Intent
The intent of this Request for Proposals (RFP) is to seek out proposals from nationally recognized brand soft drink and water manufacturers to provide soft drinks and water on an exclusive basis, through existing vending machines, fountain sales and over the counter sales at Playland Park and other Parks, Recreation & Conservation (PRC) facilities. The sales of such product would be generated through Playland and PRC’s existing vending and food concession contractors. It is anticipated that a five-year contract will be awarded at the end of the Request for Proposal process.

PROPOSAL
The proposal should be based upon the exclusive rights to sell a complete line of soft drinks, including carbonated beverages, juices, iced tea and bottled water.

BENEFITS PROPOSED TO PLAYLAND & PRC
The proposer shall submit with proposal a complete list of proposed benefits to Playland and PRC, including such items, but not limited to:

1. A yearly Marketing Fund of financial support to be used at the total direction of the Commissioner or his/her designated representative.

2. Other marketing support that includes a media package and other co-op advertising opportunities that may include but are not limited to on-product coupon offers and signage.

3. Employee Incentives for seasonal and annual employees that may include merchandise or tickets to entertainment events.

4. In-Park illuminated signage that can be used to promote upcoming Playland/PRC events and used as a sales mechanism for advertising.

5. Other forms of marketing support.

PRODUCT LIST
The proposer shall submit a product list that includes carbonated and non-carbonated soft drinks and water.

EQUIPMENT AND SERVICE
Proposer will be required to provide equipment suitable to provide high quality beverage equipment and service to Playland/PRC patrons supplemented with portable equipment for special outings as required.

COMPETITIVE PRICING
Proposer must provide product to vending machines and food services at competitive market prices.

GENERAL CHARACTERISTICS – PLAYLAND PARK
Playland Park has provided a valuable recreational resource to millions of people from Westchester County and the tri-state, metropolitan New York area since 1928. It is located on Long Island Sound in the City of Rye and can be reached from anywhere in the tri-state area in under one hour by car. Playland is a dedicated National Historic Landmark and houses many Art Deco style structures and original amusement rides. Components of the park include an Amusement Park, Beach, Pool, Pier and Boardwalk, and an Ice Casino which houses three indoor rinks. More detailed
information regarding Playland can be found on the Park’s website www.ryeplayland.org

GENERAL CHARACTERISTICS – PARKS, RECREATION & CONSERVATION

Westchester County PRC has over 50 parks and recreational areas to explore. The PRC facilities contained in this RFP include but are not limited to:

- Westchester County Center, White Plains, NY
- Croton Point Park, Croton-on-Hudson
- Glen Island Park (exclusive of Glen Island Harbour Club), New Rochelle
- Kensico Dam Plaza, Valhalla
- Saxon Woods Park, White Plains
- Sprain Ridge Park, Yonkers
- Tibbetts Brook Park, Yonkers
- Willson’s Woods Park, Mount Vernon
- Westchester County Center, White Plains
- Hudson Hills Golf Course, Ossining
- Dunwoodie Golf Course, Yonkers
- Maple Moor Golf Course, White Plains
- Mohansic Golf Course, Yorktown Heights
- Saxon Woods Golf Course, Scarsdale
- Sprain Lake Golf Course, Yonkers
- V. Everit Macy Park (exclusive of Woodlands Lake), Ardsley
- Ridge Road Park, Hartsdale

NOTE: It is anticipated that a private operator will take control of day to day operations of Playland Park during the term of this proposed contract. Any such private operator agrees that it shall be subject to any existing or future County Parks contract for soda/water pouring rights and that any of its subcontractors shall also remain subject to such agreement(s). Pricing shall be uniform among all County Park facilities.

2.0 License Agreement

The County of Westchester shall award a license to provide soft drinks and bottled water on an exclusive basis through existing vending machines, fountain sales and over the counter sales at Playland Park and other Parks, Recreation & Conservation facilities.

2.1 License Term

It is anticipated that the Exclusive License agreement will be for 5 (five) years, from 2016 through 2020.

2.2 Contents of Proposal

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

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

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

“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal, except portions “Protected from Disclosure,” which is accepted by the County may become part of any License agreement resulting from this RFP.

2.3 Proposal Due Date
Date: November 13, 2015
Time: 5:00 p.m. EST
Location: Office of the Deputy Commissioner
Westchester County – Parks, Recreation & Conservation, 450 Saw Mill River Road, Ardsley, NY 10502

2.4 Proposal Delivery
The exterior of all proposal packages should be labeled with the proposal title and the final proposal opening date.

2.5 Signature
Proposals must be signed.

2.6 Alterations
Any fees proposed to be paid as a response to this RFP must be typed or written in ink. Any changes (including “white outs”) must be initialed, or the item may be disqualified and the proposal rejected.

2.7 Questions and Inquiries
All inquires and requests for clarification arising during the process of proposal preparation are to be made by calling Peter Tartaglia, Deputy Commissioner at 914-231-4500. Oral explanations or instruction given over the telephone prior to the proposal submission shall not be binding on the County. If preferred, proposer can request questions in writing via email to pjt2@westchestergov.com or via certified, return receipt mail no later than October 23, 2015.
2.8 Cost Liability & Understandings
The proposer shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation, or any travel connected with submission of the proposal. The County shall have no liability whatsoever for such costs.

The County assumes no responsibility or liability for costs incurred in the preparation or submission of any proposal.

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

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

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

2.9 Statement of Rights
The County of Westchester reserves, and may in its sole discretion, exercise the following rights and options with respect to this Request for Proposals; (RFP):

a. To reject any or all proposals.
b. To issue additional solicitations for proposals and/or addenda to this RFP.
c. To waive any irregularities in proposals received after notification to Proposers affected.
d. To select any proposal as the basis for negotiations of a contract, and to negotiate with Proposers for amendments or other modifications to their proposals.
e. To conduct investigations with respect to the qualifications of each Proposer.
f. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract.
g. To enter into an agreement for only portions (or not to enter into agreement for any) of the services contemplated by the proposals.
h. 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.
i. To apply the case law under General Municipal Law 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process.

2.10 Oral Presentation
Proposers who submit a proposal in response to the RFP may be required to give an oral presentation of the proposal to the Evaluation Committee. This will provide an opportunity for the proposer to clarify or elaborate on the written proposal.
2.11 Obtaining Essential Information
The Deputy Commissioner reserves the right to obtain additional information deemed necessary to determine the ability of the proposer to carry out the obligations of the agreement. This includes information needed to evaluate the experience and financial capability of the proposer to complete the requirements of the RFP.

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

2.13 Conflict of Interest
The award of a contract is subject to provisions of all Federal, State, and County laws. All firms must disclose with their proposals the name of any officer, director, or agent who is also an employee of the County of Westchester. Further, all firms must disclose the name of any County employee who owns directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

3.0 Minimum Qualifications of Proposers
Five (5) years continuous experience providing this type of service. References are to be provided.

4.0 Contract and Term
If the County selects a proposal, a formal written contract, with specifications, will be entered into between the County and the successful Proposer. The proposal, or any part thereof, submitted by the successful proposer may be attached to and become a part of the contract. After selection of the successful proposal, a formal written agreement will be drawn by the County of Westchester and will not be binding or in force until signed by both parties and approved by the Office of the County Attorney. It is anticipated that the term of the license shall be for five years.

4.1 Indemnification and Insurance
If the Proposer is selected, the Proposer agrees to indemnify and hold free and harmless the County of Westchester, its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from the ensuing contract or which are incidental to or are in any way connected with its proposal.

The indemnification provided herein shall obligate the proposer to defend at the proposer’s own expense or to provide for any defense (as determined by the County of Westchester), for any and all claims of liability and all suits, actions, or claims that may be incurred by the County of Westchester, in consequence of actions or inaction’s relating to its proposal or any ensuing contract. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If the proposer is awarded the contract, the County of Westchester and the Proposer shall be named as additional insured on all policies obtained by the Proposer and Certificates of Insurance shall be furnished to the County of Westchester by the Proposer and an Indemnity provision similar to the one recited above will be included in all such insurance policies.
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.

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.

4.2 Termination
In the event the Proposer is awarded the contract, the following provision will be contained in the agreement. In the event that the Licensee defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any right it might have to seek damages, judicial enforcement or any other lawful remedy, may terminate this License upon forty eight (48) hours written notice to the Licensee, provided, however, that the Licensee may defeat such notice by curing the default complained of, within the notice period. In the event of such termination, the County may, at its option, take custody of and use any property of the Licensee located at the Licensed area on the date of termination in order to operate this License until such time as all obligations and indebtedness of the Licensee to the County hereunder shall be fully satisfied, or dispose of or store such equipment and charge to the Licensee all costs incurred in the dismantling, removal, disposal, or storage. In any event, the County shall incur no liability for such use, disposal, or storage. The County, upon ten (10) days written notice, may terminate this License in whole or in part, with or without cause, when it deems such termination to be in the County’s best interest.

4.3 Non-Discrimination/Equal Opportunity
Proposer shall comply with all local, state and federal laws and regulations pertaining to nondiscrimination and equal opportunity in the areas of employment, subcontracting, and use of the County’s facilities.

4.4 Assignment
Proposer shall not assign or subcontract any portion of the operation without prior written approval from the County. If the proposer intends as part of its proposal to subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors. If the County awards the contract to the proposer and approves any subcontract, this approval shall not create any relationship between the subcontractor and the County, such that the Licensee shall be responsible for the entire contract.

4.5 Independent Contractor
Proposer and its employees will operate as an independent contractor and are not considered to be County employees.

4.6 Signs
Proposer shall not place any sign or advertisement upon any property of the County under any contract or agreement, which may result from this proposal without written approval by the Deputy Commissioner.
4.7 Method of Payment
Based upon the terms submitted by the successful proposer (Fee Proposal Form), payments shall be an annual license fee payment for each year of the Proposer’s agreement.

5.0 Proposal Evaluation
An Evaluation Committee will review all proposals. Proposers who submit a proposal in response to this RFP may be required to give an oral presentation to explain the proposal to the Evaluation Committee. This will provide an opportunity for the proposer to clarify or elaborate on the proposal. The Deputy Commissioner will schedule the time and location of these presentations. The Evaluation Committee will present its findings and recommendations to the Deputy Commissioner and Commissioner.

The County reserves the right to award the contract to the proposer the County has determined to be responsible who has submitted a complete proposal, which meets the specifications, and requirements, which are deemed by the County most advantageous to and in the best interest of the County. The County reserves the right to negotiate with any one or more of the proposers. The County also reserves the right to reject all proposals, to waive any irregularities in any proposal, and to select a contractor by any alternate means, if the County determines that doing so is in its best interest.

Any and all statistical data provided in this Request for Proposal is for bid and information purposes only. The County will not be held responsible for inaccuracies and does not warrant the validity of the data contained herein.

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

- Proposer’s demonstrated experience in the soft drink and bottled water industry.
- Evaluation of the professional qualifications, personal background, and resume(s) of the individuals involved in the operation.
- Evaluation of the proposer’s fee submission.
- Evaluation of the proposal.
- Determination that the Proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.
- An evaluation of the Proposer’s projected approach and plans to meet the requirements of the RFP.
- Proposer’s ability to provide the required insurance coverage.

6.0 Proposal Preparation and Submission
One (1) original and five (5) photocopies of the proposal should be submitted. The proposal shall be in easily identifiable sections.

7.0 Technical Proposal Form
This section shall contain all pertinent information relating to proposer’s organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services required by the scope of the RFP.

At a minimum, this section shall contain the following information:
- A detailed description of the operation.
- A list of key personnel to be assigned to the operation including a description of their personal qualifications and personal background. Detailed resumes for all management personnel assigned to the operation, showing their experience, should be submitted.
- Proof of ability to obtain insurance.

8.0 MBE/WBE Policy
Pursuant to Local Law No. 27-1997, it is the goal of the County to encourage, promote and increase participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, proposers are asked to complete the questionnaire attached as “Schedule A”.

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

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Westchester and in NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter in 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 any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Signature of Proposer

_________________________________

Typed or Printed Name of Proposer

_________________________________

Typed or Printed Name of Organization

_________________________________

Typed or Printed Address of Organization

_________________________________

Typed or Printed Phone Number

_________________________________
ATTACHMENT I
Monetary Compensation Fees Proposal

A. Yearly Marketing Fund Amount (Playland):  
   $_____________________ (2016)  
   $_____________________ (2017)  
   $_____________________ (2018)  
   $_____________________ (2019)  
   $_____________________ (2020)

B. Yearly Marketing Opportunity Value (Playland):  
   $_____________________ (2016)  
   $_____________________ (2017)  
   $_____________________ (2018)  
   $_____________________ (2019)  
   $_____________________ (2020)

C. Yearly Marketing Fund Amount (PRC):  
   $_____________________ (2016)  
   $_____________________ (2017)  
   $_____________________ (2018)  
   $_____________________ (2019)  
   $_____________________ (2020)

D. Yearly Marketing Opportunity Value (PRC):  
   $_____________________ (2016)  
   $_____________________ (2017)  
   $_____________________ (2018)  
   $_____________________ (2019)  
   $_____________________ (2020)

As this proposal will contain detail, please propose detail within the final document submitted.

Company Name
___________________________________________________________

Company Address
___________________________________________________________
___________________________________________________________

Phone  
___________________________________________________________

Fax
___________________________________________________________

Signature of Proposer
___________________________________________________________

Typed or Printed Name of Proposer
___________________________________________________________

Typed or Printed Email of Proposer
___________________________________________________________
SCHEDULE “A”

For Informational Purposes Only

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

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

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

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

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

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
   - [ ] No
   - [ ] Yes (as a business owned and controlled by persons of color)
   - [ ] Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: ________________________________
3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

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

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

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

___________ No
___________ Yes

Name of Firm/Business Enterprise: ___________________________________________

Address: ___________________________________________________________________

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

Signature: ___________________________________________________________________

STATE OF ______________
COUNTY OF ___________

______________________
Notary Public
Date
SCHEDULE “B”

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

Name of 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: