

REQUEST FOR PROPOSALS

Westchester *Bee-Line* ParaTransit For Hire Car Services “YONKERS”

**Westchester County
Dept. of Public Works and Transportation
DOTOP05-17 September 8th, 2017**

**Bee-Line ParaTransit Services
Request For Proposals (RFP)
For Hire Car Services “Yonkers”**

To ParaTransit Proposer:

In conjunction with the Westchester County Office for People with Disabilities, the Department of Public Works and Transportation is soliciting proposals from qualified firms to provide For-Hire Car Service to supplement the Westchester County’s ParaTransit service. Westchester County’s (the “County”) ParaTransit service is operated in compliance with the requirements of the Americans with Disabilities Act of 1990, as amended, and Section 15-c of the New York State Transportation Law.

All proposers are required to attend a **mandatory** proposers meeting on **September 22nd, 2017** at 2:00 PM in Room 527 of the Michaelian Office Building, 148 Martine Ave., White Plains, New York 10601. Please inform Chris D. Andritsopoulos (contact information below) if you plan to attend this meeting.

Technical questions are due no later than **September 29th 2017.**
Technical questions are to be mailed, faxed or e-mailed to:

Chris D. Andritsopoulos
Program Administrator for Transportation Operations
Dept. of Public Works and Transportation
Tel: (914) 813-6425
FAX: (914) 813-6027
Email: cda4@westchestergov.com

Proposals must be submitted no later than 3:00 pm. on **October 13th, 2017**
Late Proposals Will Be Rejected.

The expected start date of the contract associated with this RFP is **January 1st 2018**

**Bee-Line ParaTransit Services
For Hire Car Services
“Yonkers”
Request For Proposals (RFP)**

TABLE OF CONTENTS

Section I - Administrative & General Information

- 1.0 Purpose of RFP & Background Information
- 2.0 Vendor Responsibility
- 3.0 Coordinating Departments
- 4.0 Evaluation Committee
- 5.0 Administrative and Technical Questions
- 6.0 Due Date for Proposals
- 7.0 Number of Copies
- 8.0 RFP Policies and Procedures/Legal Representations & Understandings
- 9.0 Public Disclosure of Proposal Contents
- 10.0 Intellectual Property Rights
- 11.0 MBE/WBE Participation
- 12.0 Proposal Format
- 13.0 List of Sub Providers
- 14.0 Cost Proposal
- 15.0 Evaluation of Proposals and Award Criteria
- 16.0 Contract Term and Other Provisions
- 17.0 Liquidated Damages
- 18.0 Notice of Award
- 19.0 Negotiations with Selected Firm
- 20.0 Audit and Maintenance of Documents

Section II - Proposal Contractor Profile/Statement of Qualifications

- 1.0 Identification of Respondent and General Information
- 2.0 Experience and Background of Responding Organization
- 3.0 Personnel
- 4.0 Vehicle and Fleet Management Capabilities
- 5.0 Insurance
- 6.0 Statement of Financial Condition
- 7.0 Transition Plan
- 8.0 References
- 9.0 Additional Information

Section III - Technical Proposal Requirements & Scope of Work

- 1.0 Profile of County
- 2.0 Service Areas
- 3.0 Days, Hours and Categories of Service Operation
- 4.0 Fares
- 5.0 Background Statistics & Information
- 6.0 Other Unique Service Features
- 7.0 Definitions
- 8.0 Summary of Westchester County Responsibilities
- 9.0 Summary of Provider Responsibilities
- 10.0 Performance Measures

Section IV - Cost Proposal/Forms

- 1.0 Prices Required & Related Information
- 2.0 Selection Investigation Criteria
- 3.0 Criteria for Disqualification
- 4.0 Required Forms, in addition to required information under Sections II and III

- Form IV-1: Price Offer Form (to Provide 100% of Service)
- Form IV-2: Affirmation
- Form IV-3: Provider's Acknowledgment
- Form IV-4: Certificate of Authority
- Form IV-5: Affirmative Action Plan Requirement
- Form IV-6: Receipt of Addenda Statement
- Form IV-7: MacBride Certification
- Form IV-8: Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
- Form IV-9: Disclosure of Relationships to County

APPENDICES

- Appendix "A" - Standard Insurance Provisions
- Appendix "B"- Sample Operating Agreement Form
- Appendix "C"- Criminal Background Disclosure Instructions
- Appendix "D"- Vendor Direct Payment
- Appendix "E"- Required Monthly Provider Reports

REQUEST FOR PROPOSALS (RFP)

In conjunction with the Westchester County Office for People with Disabilities, the Department of Public Works and Transportation is soliciting proposals from qualified firms to provide For-Hire Car Service to supplement the County's ParaTransit service. The County's ParaTransit service is operated in compliance with the requirements of the Americans with Disabilities Act of 1990, as amended, and Section 15-c of the New York State Transportation Law.

The RFP document may be obtained by contacting Chris D. Andritsopoulos, Program Administrator for Transportation Operations at Westchester County Department of Public Works And Transportation, Mount Vernon, New York 10601, telephone (914) 813-6425 or e mail at cda4@westchestergov.com

All proposers are required to attend a mandatory proposers meeting on **September 22nd, 2017 at 2:00 PM in Room 527** of the Michaelian Office Building, 148 Martine Ave., White Plains, New York 10601. The deadline for all technical questions is **September 29th, 2017**. The deadline for the receipt of proposals is 3:00 p.m., **October 13th, 2017**. Proposals **must be submitted in person** to Commissioner of Public Works and Transportation at the address listed below. Proposals received after the deadline for receipt of proposals will be considered late and will be returned unopened to the proposer.

The expected start date of the contract associated with this RFP is January **1st, 2018**

All proposers will be required to comply with all applicable Equal Opportunity laws and regulations.

Pursuant to Local Law No. 27-1997, it is the goal of the County to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the County.

The County of Westchester reserves the right to reject any and all proposals, in whole or in part, to enter into multiple contracts, and to make an award as deemed in the best interest of the County. Further, the County reserves the right to waive any formalities or informalities contained in the RFP.

Proposals may not be withdrawn for sixty (60) days after the RFP due date noted above.

**County of Westchester
Dept. of Public Works and Transportation
Vincent F. Kopicki P.E., Commissioner
148 Martine Avenue- Room 518
White Plains, New York
Dated: September 8th, 2017**

SECTION I

ADMINISTRATIVE & GENERAL INFORMATION

1.0 Purpose of RFP

This Request for Proposals (“RFP”) has been developed to solicit responses from qualified firms who are interested in providing the County with a For Hire Car Service for ParaTransit who will transport ambulatory eligible riders within the City of Yonkers and specific outlying areas. The For Hire Car Service will supplement the standard Bee-Line ParaTransit Service and Bee-Line Taxi Service in the provision of transportation for eligible riders.

1.1 ParaTransit Service Background

The County of Westchester (“the County”) provides ParaTransit services through a program called Bee-Line ParaTransit (“ParaTransit”). ParaTransit is a seven day a week, demand-responsive, advance-reservation, curb-to-curb, door to door service for individuals traveling within Westchester County and to or from limited areas of- Bronx County, Putnam County and Connecticut who do not have the functional capability to ride fixed-route buses due to a disability. This service has been in operation since 1983 and has been contracted the entire period.

The Westchester County Office for People with Disabilities (WCOPWD) is responsible for determining eligibility, registering customers, accepting trip reservations, managing complaints, and monitoring the day-to-day operation of the service.

Currently and throughout the contract period associated with this RFP, Bee-Line ParaTransit, upon prior request, may approve providing additional assistance between curbside and the building’s entrance, known as “**Origin-to-Destination Service**” (See Section III, 7.0 Definitions).

The County uses a software system (Trapeze) that offers real-time, automated scheduling and dispatching capabilities. The service provider for the RFP will need to tie into this system for dispatching and scheduling purposes using a module call “**Trip Broker**”.

The successful proposer (hereinafter referred to also as the “Provider” or “Contractor”) will be responsible for hiring and training drivers, mechanics, dispatchers, road supervisors and office staff. The Provider will also be responsible for dispatching and scheduling the portion of trips that County provides on a daily basis and investigating complaints; maintaining certain financial and operating statistics, and generally insuring that the highest quality service is provided in accordance with the service-specification.

The Provider will be paid per “**Served Trip**”. (See Section III, 7.0 Definitions).

The Provider must supply and equip each vehicle used in service a communications system such as a two-way radio, and/or cell phone with a hands free device. In addition each vehicle **must** be equipped with an MDT (Mobile Data Terminal), or an equivalent smart device with capabilities of receiving scheduled trips, GPS, AVL (automatic vehicle locator), and reporting functions. The Provider must also have the appropriate structure considered as a base. This structure is to be located in the County of Westchester.

Specifics on Provider requirements are found in Section III. Note that these provisions will be incorporated into the Provider's contract.

2.0 Prior to Award of Contract

The Westchester County Dept. of Public Works and Transportation (WCDPW&T) is responsible for coordinating the issuance of the RFP:

Contacts:

**Chris D. Andritsopoulos, Program Administrator Transportation Operations
Westchester County Dept. of Public Works and Transportation
100 East First Street
Mount Vernon, New York 10550
Tel: (914) 813-6425
E mail: cda4@westchestergov.com**

2.1 After Award of Contract/Prior to Execution of Contract

The Dept. of Public Works and Transportation will be responsible for coordinating with the Westchester County Attorney's Office, Office for People with Disabilities and the Provider regarding the negotiation and execution of the contract.

3.0 Evaluation Committee

The RFP Evaluation Committee shall be established exclusively for the purpose of this project and will include representatives from the following County agencies: Office of the County Executive, Office for People with Disabilities (WCOPWD), The Department of Public Works, and Transportation (WCDPW&T), and Westchester County Taxi and Limousine Commission (WCTLIC).

4.0 Administrative and Technical Questions

Questions regarding this RFP must be submitted by **September 29th, 2017**, in writing, to:

Chris D. Andritsopoulos
Program Administrator for Transportation Operations
Dept. of Public Works and Transportation
Tel: (914) 813-6425
FAX: (914) 813-6027
Email: cda4@westchestergov.com

Responses to all questions will be provided by **October 4th, 2017**. If necessary, an Addendum to this RFP will be prepared.

5.0 Due Date for Proposals

Proposals must be submitted by 3:00 p.m. on **October 13th, 2017**

**To:
Vincent Kopicki, Commissioner
Department of Public Works and Transportation
Room 518
Michaelian Office Building
148 Martine Avenue
White Plains, NY 10601**

In the interest of fairness to all participants, no extensions or exceptions will be permitted unless issued as an Addendum to this RFP and applicable to all Proposers. Notification of any change in deadline for submission of proposals will be issued in writing by the County to all known prospective contractors.

6.0 Number of Copies

Four (4) original printed copies plus one (1) CD or flash drive of the Proposal are required.

7.0 RFP Policies and Procedures/Legal Representations & Understandings

By submission of a proposal in response to this request for proposals, proposing entity agrees to and understands:

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

formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

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

- To reject any or all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- While this is a Request For Proposals and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.
- Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

- Anyone who intends to submit a Proposal must contact the WCDOT or WCOFD directly and specifically request a copy of this RFP. WCDOT has responsibility for maintaining a control list of all potential Proposers.
- The award, of any contract will be made as judged to be in the best interest of the County. It is the County's intent to select the Proposer(s) that provide the best solutions for county's needs.
- The decision to award a contract shall be based on the Proposer's ability to provide quality services and products and to comply with all applicable laws, rules and regulations.
- Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the criteria set forth herein. Proposals may be rejected if they show any alteration of terms, conditions, or alternate proposals not invited, in complete forms, or irregularities of any kind. Alternate Proposals will be considered only at the discretion of the County. More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names for each license offered will not be considered.
- Based on the evaluation criteria, please note that the County will not necessarily choose the Contractor(s) with the lowest proposed fees to the County. A competitive range consisting of those proposals which are acceptable to the County, or which could be made acceptable following written or oral presentations, will be determined. Following discussions and clarifications, if necessary, it is anticipated that a final selection will be made.
- As part of the proposal review process, the County may opt to conduct on-site inspection(s) of facilities proposed by prospective contractors for the purposes of this contract. In such cases, the prospective contractor will permit County personnel to visit the facilities, conduct inspection(s), and make available to the County, during and for the purpose of the inspection, responsible, knowledgeable personnel to answer questions regarding these facilities and the prospective Contractor's proposal as it relates to those facilities.

8.0 Public Disclosure of Proposal Contents

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

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

NOTICE

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

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

And

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

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

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

9.0 Intellectual Property Rights

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

All deliverables created under this Agreement by the Proposer are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Proposer 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 Proposer agrees to assist the County, if required, in protecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer 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 Proposer 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 Proposer 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 Proposer may retain copies of such records for its own use.

10.0 MBE/WBE Participation

Pursuant to Local Law No. #27-1997 of Westchester County, it is the policy of the County to encourage the meaningful and significant participation in County contracts for business enterprises owned by persons of color and women: Minority Business-Enterprise (MBE) and Women Business Enterprise (WBE). In furtherance of that policy, contractors will be required to complete a MBE/WBE questionnaire.

11.0 Drug and Alcohol Testing

All contractors shall be vetted and comply with the Westchester County Taxi and Limousine standards policies and procedures.

12.0 Proposal Format

In order to be considered for selection, Proposers must submit a complete response to this RFP.

In addition to other requirements specified herein, Proposals must include the following:

- a. Transmittal Letter signed by a corporate officer or an authorized agent. The letter shall state the contact person who will be responsible for answering any questions asked by the County Evaluation Committee. Include telephone number and fax number for such contact person.
- b. Completion of all schedules attached hereto.
- c. Proposer's Profile Response to Questions set forth in Section II. This section will be used in the County's evaluation of the Contractor general qualifications.
- d. Contractors' Proposed Tech. Services - Response to items set forth in Section III. This section will be used in the County's evaluation of the

Contractor's proposed technical services.

13.0 Sub-providers

The use of sub-providers **will not** be permitted with this contract.

14.0 Cost Proposal

Use the format (expand as appropriate) set forth in Section IV, entitled "Cost Proposal/Forms" for specified requirements. The Cost Proposal should be submitted in the same package as other items required by this RFP.

15.0 Evaluation of Proposals and Award Criteria

The final selection of the Provider to be recommended for award will be made by the Evaluation Committee after careful review of the proposals and, at its option, interview(s) with the most responsive firm(s). Evaluation criteria are listed below.

Criteria

a. General Qualifications:

The proposed vendor must have a **minimum of at least (3) three years** in demand responsive transportation services.

The proposed vendor must have a **minimum of at least (3) three years** as a registered base station with Westchester's County Taxi and Limousine Commission.

The proposed vendor must comply **with all Westchester County Taxi and Limousines** protocols and procedures including but not limited to properly licensed base, properly licensed cars and properly licensed drivers.

Firm's history, expertise, experience, reliability, financial viability, references, and completeness of response to RFP, including but not limited to copies of reports, certificates etc. (See Section II, entitled "Provider Profile," for specific requirements) will be considered as factors for the award.

b. Proposed Technical Services/Products:

Strategies, methodologies, service and management and staffing plan, hiring, training and safety programs, fleet maintenance capabilities,

maintenance and history and adequacy of operations facility, transition plan, See Section III entitled "Technical Proposal Requirements & Scope of Work".

c. Cost Proposal:

After evaluations of a. and b. above, Section IV, Cost Proposals will be considered.

16.0 Contract Term and Other Provisions

- a. Reference is made to the Sample Operating Agreement (**Appendix "B"**) enclosed, for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Sample Operating Agreement is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney's office and/or final contract negotiations.
- b. The agreement to be executed pursuant to this project is a professional services agreement, subject to a maximum annual budget. **Reimbursements for transportation costs will be based upon the actual number of Served Trips (Section III, 7.0 (Definitions), less any penalties, fines or monies withheld pursuant to the terms of the agreement.**
- c. It is anticipated that the Term of Agreement will be for **two (2) years with one (1) additional one (1) year** option for renewal commencing on **January 1st, 2020**.
- d. The Provider must identify any items not set forth in the Sample Operating Agreement that the Provider requests be negotiated.
- e. The Provider's responses to this RFP, as may be subsequently modified in negotiations with the County, may be included as exhibits in any contracts that the County may execute with the Provider.

17.0 Liquidated Damages

The final contract between the County and the Provider will provide for liquidated damages. The liquidated damages will be assessed for non-compliance with service specifications. Please refer to the sample Operating Agreement for detailed information on the liquidated damages.

18.0 Notice of Award

The successful Proposer will be notified of the award of contract in writing by the County. All firms submitting a proposal in response to this RFP will be notified of the County's selection of the successful Proposer. The County reserves the right to reject any and all proposals. No contract becomes valid until it has been approved by the County Attorney and signed by the County Executive or his designee.

19.0 Negotiations with Selected Firm

The County will negotiate with the selected firm to establish a contract. If unsuccessful, the County may elect to proceed with the next most highly rated firm until an agreement in the County's best interest has been reached or all efforts are exhausted.

20.0 Audit and Maintenance of Documents

Expenditures related to the contract with Westchester County shall be maintained pursuant to the format and other requirements as identified in this RFP, **Section III, 9.12** (Billing, Payment, Back-up Documentation and Reporting Requirements).

Records and source documentation supporting contractual per Trip reimbursement rate, operating data, mileage, hours and reports. Also maintenance records and any other records required shall be made available for review and submission at the request of the WCOFD or the Westchester County Department of Public Works & Transportation pursuant to federal, state or county requirements.

SECTION II

CONTRACTOR PROFILE/STATEMENT OF QUALIFICATIONS

All respondents must use this packet in developing their qualification submission. The enclosed outline is structured to assist in the evaluation process and has ample opportunity at its conclusion for submission of additional information which may be relevant but has not been specifically requested. If insufficient space is provided to respond to a particular request, please attach exhibits as necessary.

1.0 Identification of Respondent and General Information:

Identification of Respondent

Name of Organization: _____

Business Address: _____

Telephone Number: (_____) _____

1.1 Legal Status of Organization (check one):

- For-profit corporation or Joint be Venture Corporation
- Non-profit corporation
- Public agency
- Other (identify)

1.2 Name of Chief Executive Officer (or Administrator) of Organization:

1.3 Name of individual designated or authorized to bind the organization contractually:

Name: _____
Title: _____
Telephone . (_____) _____

1.4 Are there any liens against the property owned by your organization or existing legal suits (pending) which potentially impact the financial stability of your organization.

YES NO

If YES, please explain: _____

2.0 Experience and Background of Responding Organization

2.1 How many years has your organization been in the transportation industry?

2.2 Does your organization have a minimum of **3 years** experience providing demand responsive service involving a minimum of **10** vehicles in service Simultaneously and or **3 years'** experience providing public transit?

2.3 Do you have authority from NYSDOT to operate as a carrier of passengers by motor vehicle within Westchester.

	YES	NO
Westchester	<input type="checkbox"/>	<input type="checkbox"/>

If YES, what is your case number? _____

If NO, provide information about what steps have been taken, or will be taken, to obtain this authority (include date that the application was/will be filed):

2.4 List at least (3) contracts of transportation service your organization has had over the previous 3 years.

Agency/Organization	_____
Address/City/State/Zip	_____
Contact Person & Title	_____
Telephone Number	_____
Value of Contract	_____
Term of Contract	_____
Population	_____
Services provided	_____

Agency/Organization _____
Address/City/State/Zip _____
Contact Person & Title _____
Telephone Number _____
Value of Contract _____
Term of Contract _____
Population _____
Services provided _____

Agency/Organization _____
Address/City/State/Zip _____
Contact Person & Title _____
Telephone Number _____
Value of Contract _____
Term of Contract _____
Population _____
Services provided _____

2.5 Please attach a copy of your proposed organizational chart for this contract. Show titles, and number of person(s) holding each title, and a job description for each title. Also attach one copy of your operating plan. The operating plan should, at a minimum, identify who within the organization is responsible for each one of the areas identified below, the resumes of the individuals proposed to be in the positions and the number of people in each position.

- safety
- hiring
- training
- accidents (reporting, review, prevention)
- quality control (i.e. insuring each individual does their job properly and that each trip provided is of the highest quality and is done in accordance with the standards set by the County.
- billing
- vehicle maintenance
- complaint resolution (i.e. reviewing and responding, analyzing trends, developing strategies for minimizing the reoccurrence of problems, implementing strategies).
- computer equipment
- data management
- dispatching

Additionally the plan must include a staffing plan showing coverage on weekdays, Identify who will serve as the project manager and attach his/her resume.

Name: _____

3.0 Personnel

3.1. What are the minimum hiring criteria for your drivers?

3.2 Describe the screening process an applicant must go through prior to being hired as a driver (e.g., pre-employment drug testing, review of driver's abstract/maximum points on the license allowed, references, previous employment verification, etc.):

3.3 How many drivers do you currently employ? _____ -

How many of these drivers have a **Westchester County TLC License** _____

How many of these drivers have a New York City TLC license? _____

Are your drivers represented by a union? YES NO

If YES, indicate which union: _____

Other related comments _____

3.4 Describe the driver training program, and any refresher programs.

3.5 Does the company have an established Accident Review Board?

YES NO

If YES, please describe the composition of the board, the frequency with which it meets and its procedures.

3.6 What kind of maintenance work is contracted out?

3.7 Other Personnel

3.7.1 What kind of training is given to office staff to sensitize them to working with individuals with disabilities?

4.0 Vehicle and Fleet Management Capabilities:

4.1 Number of Vehicles currently owned by Company

4.2 Number of Owner Operators employed by your company

4.3 Number of Marked Vehicles in your company _____
unmarked _____

4.4 Does your organization have a vehicle maintenance facility?

YES NO

If YES, provide below the address of this facility at which you propose to operate this service below: **(Must be in the County of Westchester)**

Address: _____

4.5 Does your organization own or lease this facility?

Own Lease Years remaining on lease _____ Any
Options _____

4.6 Are your vehicles inspected by NYSDOT?

YES NO

Please provide a two year history of Vehicle NYS inspection results:

4.7 If you presently own or lease radio or any other communications equipment that could be made available for this service, describe that equipment:

1. **Base Station**

- Location of transmitter.... _____
- Power..... _____
- Frequencies..... _____
- Effective Range..... _____

2. **Mobile Units/Cell Phones/MDT's/Smart Devices**

- Types/Number of Units..... _____
- Effective Range..... _____
- Frequencies..... _____

4.8 Please provide a detailed summary on how your firm will be scheduling trips comprised from the County and what software systems will be incorporated for this function.

5.0 Insurance

The Contractor will supply the required insurance as indicated in Appendix A – Standard Insurance Provisions and must be in compliance with State DOT and Westchester County TLC provisions.

6.0 Statement of Financial Condition

Each Proposer must submit a statement of financial condition which demonstrates that the organization is in sound financial condition or that appropriate measures are being taken to address any identified financial problems.

- 6.1 Provide information on any bankruptcy proceedings which the Proposer or any of its affiliates have been involved in within the last 10 years.
- 6.2 Provide information on any fines or liquidated damages which have been paid by the Proposer or any of its affiliates within the last 3 years.

7.0 References

Please indicate at least three client references for similar projects.

- 1. _____
- 2. _____
- 3. _____

8.0 Additional Information

Provide or describe any additional information which you believe may be relevant to the evaluation of your organization's qualifications.

SECTION III

TECHNICAL PROPOSAL REQUIREMENTS & SCOPE OF WORK

1.0 Profile of the County

Westchester County is located immediately north of New York City (the Bronx) and encompasses approximately 450 square miles. Westchester County is served by the Bee-Line bus system and by three commuter rail lines along with Amtrak. Several of the commuter rail stations are fully accessible to people with disabilities. There is also a regional airport.

According to the 2010 U. S. Census, the population of the Westchester County is 949,113 of which approximately 5,000 people are registered for Bee-Line ParaTransit.

2.0 Service Areas

As previously stated, the purpose of this Request for Proposals (“RFP”) is to solicit responses from qualified experienced transportation firms who can provide a ParaTransit program for the following areas:

Yonkers and dedicated areas (Pondfield road and Palmer Ave.)

3.0 Days, Hours and Categories of Service

ParaTransit will provide curb-to-curb and origin to destination service to all ParaTransit eligible individuals anywhere within Westchester County during the following “**core service**” days/hours:

Monday through Friday Only Core Hours: 6:00 a.m. – 7:00 p.m.

At other times, “ADA $\frac{3}{4}$ mile mandated service” is provided. Therefore, ParaTransit will provide curb-to-curb service to all ParaTransit eligible individuals within $\frac{3}{4}$ mile of all routes of the Bee-Line System fixed-route bus service, but only during the service hours of each route. Note that service hours on routes of the fixed-route system vary. Therefore, ADA mandated service currently operates seven days-a-week, but the service area varies on those days by time of day depending on the service hours of each bus route.

Proposers should be aware that currently one or more Bee-Line System fixed-routes is/are operating during the following hours:

Monday through Friday 5:00 a.m. – 1:40 a.m.

With all of the above details in force regarding “core service” and “ADA ¾ mile mandated service”, Bee-Line ParaTransit may also approve providing “origin-to-destination service”, which is defined as additional assistance between curbside and the building’s entrance. The Westchester County Bee-Line ParaTransit Origin-to-Destination Policy is included in Section III, 7.0 (Definitions) of this RFP document.

3.1 Holidays

ParaTransit **does not** operate on **Christmas and Thanksgiving**.
No Saturday, Sunday or holiday service

4.0 Fares

The Westchester County Commissioner of Public Works and Transportation (WCDPW & T) sets the fares and the fares are subject to change. In the event of a fare change, the contractor will be notified at a minimum in writing. Passengers can pay either with cash or with a Westchester County Bee-Line ParaTransit ticket. Tickets are purchased through WCDPW & T.

The current fare structure is detailed below.

Fare Categories

<u>Category</u>	<u>Amount</u>
Fares (cash or ticket)	\$5.00
Companions	\$5.00
Attendants	Free
Children under the age of 5	Free

5.0 System-Wide Statistics & Information

Currently, approximately 80% of ParaTransit Eligible Riders are classified as ambulatory, 19% use wheelchairs and 1%, use scooters.

Table 1 provides system-wide statistical information for 2012, 2013, and 2014 for Yonkers and vicinity. While it is expected that ParaTransit ridership will remain approx. around 230,000 per year, various factors may affect ridership. The primary influences are expected to be the aging population and increased efforts to enforce “trip-by-trip” eligibility.

It should be noted that fare paying passengers include both Eligible Riders and Companions. See Section III, 7.0 (Definitions). However, for the per Served Trip rate that the Provider will be paid by the County under the contract associated with this RFP, the Provider will be paid for Eligible Riders only and not companions.

Table 1 – System Statistical History for Ambulatory Ridership of ParaTransit for the areas listed in this proposal

	2014	2015	2016	
Fare Paying Passenger Served Trips	23,001	25,920	26,453	
Pondfield Road & Palmer Ave Areas	1,765	2,039	2,301	

6.0 Definitions: The following key definitions apply to this document:

ADA - the Americans with Disabilities Act, which requires Westchester County to provide “complementary” ParaTransit to persons whose disability or disabilities preclude their use of its fixed-route system.

ADA SERVICE AREA - This includes a corridor ¼ of a mile on either side of every non-commuter WCDOT fixed route.

ADVANCE CANCELLATION (CA) - This is a phone-in cancellation that is received from the rider prior to two hours of their scheduled trip.

ADVANCE RESERVATION TRIP - This is a non-subscription trip that is requested between 1 and 7 days in advance of the trip date. All trips will be accommodated on a space available basis only.

CANCELLED-AT-DOOR (CAD) - This is a cancellation where upon arrival at the pick-up location between 0 and 30 minutes after the scheduled pick-up time, the customer notifies the driver at the pick-up location that she/he will not be making the trip. The driver must note a **“Point-of-Site” (POS)** on the driver log, i.e., note a landmark as proof of arrival. CAD also includes instances where the phone-in cancellation is not received by two (2) hours prior to the scheduled pick-up time. More than 3 CAD's in a 30-day period can result in suspension based on reason.

NOTE: CAD's by definition are the “fault” of the customer. At the same time, CAD's are moot after 30 minutes-past the scheduled pick-up time, because at that point, the fault no longer is attributable to the customer. The distinction between a NSH (No Show) and a CAD is that in the case of a CAD a rider provides notice that they do not require a trip. No notice is given on NSH's.

CANCELLATION - This is a communication that is received from the rider that the trip is no longer required or wanted.

CANCELLED VENDOR ERROR - This type of incident occurs when a trip was cancelled by the passenger either the day before or at least two hours before the pick-up was scheduled and the van shows up anyway.

COMPANION - A companion is a person who accompanies a customer on a trip but is not required to provide assistance to that person; a companion pays a fare. A companion must board and leave the vehicle at the same location as the customer.

COMPLEMENTARY PARATRANSIT - Accessible, demand-responsive, advance-reservation (1 to 7 days in advance of the trip date), curb-to-curb transportation service that is provided to eligible persons for eligible trips within the similar service hours and same service areas as WC's fixed-route system.

CONTRACTOR OR CARRIER - Any agency, association, partnership, company, corporation, or combination thereof which contracts to provide some or all ParaTransit service. Also referred to herein as PROVIDER

CURB-TO-CURB SERVICE - Driver assistance ends at the curb; this service is not a door-to-door service, nor a door-through-door service.

CUSTOMER - A person who has been deemed eligible for ParaTransit service.

ELIGIBLE RIDER – An individual who has been authorized to use ParaTransit service and issued a ParaTransit photo ID by the Westchester County Office for the Disabled.

FARE PAYING PASSENGER TRIP – A ParaTransit TRIP taken by an ELIGIBLE RIDER or a COMPANION.

LATE TRIP - A trip will be contractually defined as being late if (1) it is a served, going trip and the passenger is dropped-off more than 15 minutes beyond the scheduled drop-off time; (2) it is an unserved, going trip and the Provider arrives at the pick-up point 15 or more minutes beyond the scheduled pick-up time; or (3) it is a return trip and the Provider arrives at the pick-up point more than 15 minutes beyond the scheduled pickup time. (Note that in the latter two cases, stop arrival and departure times will be recorded.)

NO-SHOW (NSH) - This is an instance where a driver arrives at a pick-up location between 0 and 30 minutes after the scheduled pick-up time and the customer does not appear within five (5) minutes. The driver must note a "Point-of-Site" (POS) on the driver log, i.e., note a landmark as proof of arrival. Please note, for the purpose of this RFP providers will be paid half the negated rate per the contract for each "No Show"

NOTE: NSH's by definition, are the "fault" of the customer. At the same time, NSHs are moot after 30 minutes past the scheduled pick-up time, because at that point, the fault no longer is attributable to the customer. The distinction between a NSH and a CAD is that in the case of a CAD a rider provides notice that they do not require a trip. No notice is given on NSHs.

WCDPW&T- Westchester County Department of Public Works and Transportation

WCOPWD - Westchester County Office for People with Disabilities.

ORIGIN-TO-DESTINATION SERVICE – This service is defined by the Westchester County Bee-Line ParaTransit Origin-to-Destination Policy as follows:

Upon prior request, ParaTransit may approve providing additional assistance between curbside and the building's entrance. To receive such assistance, passengers can request it at the time they reserve their trip or by asking assistance from the driver. ParaTransit reserves the right to evaluate each request for safety before determining whether or not additional assistance will be provided. Any anticipated barriers will be evaluated for safety for all riders and the appropriate assistance will be provided by the driver.

To receive origin-to-destination service, all of the following conditions must be met:

- The first exterior door at the building's entrance must be no more than 100 feet from the bus.
- The driver must be able to maintain sight of the vehicle at all times.
- There must be a safe and accessible path of travel from the vehicle to the building's entrance.
- There must be a safe place to park on a public roadway or public parking lot.
- The parked vehicle must not block or impede traffic.

If any of the above conditions are not met, the location is considered "non-

serviceable for origin-to-destination service”, and the driver will render curb-to-curb service for that location.

Westchester County ParaTransit for hire drivers will provide the following additional assistance:

- Drivers will ask the passenger, “How may I assist you?”
- Drivers will accompany and assist the passenger along the entire accessible path of travel between the bus and the building’s exterior door.

Westchester County ParaTransit for hire drivers will not:

- Enter or unlock the door to a passenger’s private residence at any time
- Assist a passenger using a wheelchair up or down steps or curbs
- Handle a service animal
- Carry bags for the passenger

Westchester County ParaTransit for hire drivers are not required to wait with passengers at their destination.

Westchester County ParaTransit for hire drivers are not Personal Care Attendants (PCA) and are not permitted to provide assistance beyond what is outlined in this policy. Passengers are responsible for making their own arrangements for any additional assistance needed. Passengers who have noted a Personal Care Attendant (PCA) on their original ParaTransit application know that their PCA **rides free** with them to provide that extra help.

ParaTransit- Public transit service for persons whose disability or disabilities preclude the use of conventional fixed route transit. When spelled as ParaTransit, it is the name of WC’s ParaTransit service. A fare is charged the passenger for the service. ParaTransit is provided by Westchester County in response to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended.

PERSONAL CARE ATTENDANT (PCA) – A Personal Care Attendant or PCA is an individual who is a necessary part of the eligible person’s mobility, thereby enabling him/her to make the trip. Persons traveling with a PCA must register that fact in advance, when applying for ParaTransit and when making a trip reservation. WCOFD may require that certain individuals travel with ‘a ‘PCA. A PCA **does not pay** a fare. A PCA must board and leave the vehicle at the same location as the customer.

PROVIDER - Any agency, association, partnership, company, corporation, or combination thereof which contracts to provide some or all ParaTransit service. Also referred to herein as CONTRACTOR or CARRIER

SERVICE AREAS –

The following areas will be defined as the service areas associated with this RFP.

Yonkers to Yonkers

**Yonkers to Ponfield Road vicinity’s
Yonkers to Palmer Ave. vicinity’s**

**Ponfield Road vicinity’s to Yonkers
Palmer Ave, vicinity’s to Yonkers**

Service Days- Monday – Friday Only

SERVICE HOURS - Service hours is the time between when the vehicle leaves the garage for its first pick-up of the service day to the time it returns to the garage after completing its last drop off of the day. It excludes scheduled interruptions in service such as lunch and scheduled driver breaks.

SERVICES - The contractual responsibilities of the Contractor.

SERVED TRIP - When a customer is picked up and taken to their destination it is considered a served trip.

STANDING ORDER OR SUBSCRIPTION TRIP - A trip which is taken by a customer at least twice per week on a regularly recurring basis. The origin, destination, pickup time, and drop-off time for each trip are the same. Customers who receive subscription service must-confirm the continuation of their standing order(s) each quarter. Those subscription trips which are not confirmed will be deleted from the schedule. All trips will be accommodated on a space-available basis.

UNSERVED TRIP - An unserved trip occurs when a customer does not take the pre-scheduled travel between two locations. The trip could be unserved because of a CAD, a no-show or because the vendor failed to provide it.

WCDPW&T - Westchester County Department of Public Works and Transportation

WCTLC- Westchester County Taxi and Limousine Commission

WCOPWD – Westchester County Office for People with Disabilities

7.0 Intentionally Omitted

8.0 Summary of Westchester County Responsibilities

Westchester County shall:

1. Procure a Provider for the service area and arrange with the Provider for the delivery of Services.
2. Provide public information including distribution of ParaTransit applications.
3. Determine the eligibility of each applicant and notify each applicant of the decision.
4. Advise each eligible individual: (a) how to make trip requests; (b) the level of service to expect; (c) rider procedures, rules and regulations; and (d) how to communicate cancellations, complaints, etc.

5. Register each eligible applicant on the ParaTransit computer system and maintain a customer file.
6. Take trip requests from customers and route to provider for scheduling.
7. Receive and process advance cancellations and notify the Provider of advance cancellations.
8. Cause the Provider to comply with the standards and requirements regarding vehicles that are used to provide services. This will include inspecting and maintaining vehicles under the provisions of the Westchester County Taxi and Limousine Commission. Note that WCDPW/DOT will have the right to reject or have a Provider withdraw from service any vehicle that WCDPW/DOT deems unsuitable.
9. **WC DPW&T and WCOPWD**
Will review the credentials of any driver or other employees involved in Providing services and shall have the right to reject any driver deemed unsuitable. WC DPW&T also reserves the right to require a driver to attend an additional training session if, in the judgment of WC DPW&T staff, the additional training is needed. WC DPW&T reserves the right to require a driver to be removed from service.
10. Cause the Provider to deliver service according to the service standards as specified herein.
11. Establish appropriate procedures for verifying and ensuring that any particular passenger trip has been performed in a timely and otherwise satisfactory manner. This includes receiving passenger complaints and working with the provider in satisfactorily resolving them.
12. Be solely responsible for promptly and fully making payments to the provider for providing services in accordance with the terms of the contract based upon the **Served per trip rate** structure subject to submission of supporting trip documentation and resolution of discrepancies.
13. Establish the fare for service; determine what methods of payments are acceptable, and provide a minimum of 30 days notice to the provider of fare changes.
14. Allow and urge the Provider to exercise flexibility to adjust the trip schedules provided to them the evening before the day of service in order to increase productivity, while maintaining a high level of service quality.

9.0 Summary of Provider Requirements:

9.1 The Provider shall:

General

1. Receive all trip bookings and **schedule all trips** provided by WCOPWD the evening before or the day of service in order to increase productivity, while maintaining a high level of service quality.
2. Dispatch all trips for next day service to achieve the highest amount of productivity and efficiency according to the terms of this contract.
3. With maximum efficiency, serve the trips that have been assigned to it by WCOPWD, and perform all administrative services that support the operation, including hiring, supervising, and disciplining drivers and support staff, dispatching, service delivery - including collecting and recording fares, vehicle maintenance, documenting actual trip data, record keeping, reporting and invoicing.
4. Comply with all applicable State and County regulations governing the provision of public transit services, including but not limited to operating authority, licensing, vehicle maintenance and inspection, drug testing, accounting, record keeping, etc.
5. Comply with the standards and requirements of WC/TLC regarding vehicles that are used to provide services. This includes inspecting and maintaining vehicles, providing driver training programs and monitoring for substance abuse.
Note that WC DPW&T and WCTLC will have the right to reject or have a Provider withdraw from service any vehicle that WCDPW&T deems unsuitable.
6. The Provider shall be responsible for accommodating equipment to establish a network connection to County servers in White Plains, in accordance with the requirements set forth in this Section III, 9.19 (Information Technology Requirements).

9.2 Provider Owned Vehicle Requirements

1. Each vehicle must meet the standards of all **County requirements**.
2. Each vehicle must be properly licensed according to County and State requirements
3. Each vehicle must be no older than **5 years** old.
4. Provide a sufficient number of vehicles and drivers to meet service requirements

9.3 Vehicle Maintenance

Be solely responsible for maintenance of all vehicles including preventive maintenance to keep vehicles in regular and safe operating condition.

9.4 Vehicle Cleaning

All vehicles shall be cleaned regularly and have exteriors which are free of grime, cracks, breaks, dents, and damaged paint that noticeably detract from the overall appearance of the vehicle. In addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats and protruding sharp edges. The provider **will prohibit any smoking** either from driver or rider at any given time. This applies also when no rider is traveling. The Provider shall assure that all vehicles are cleaned according and provide periodic spot inspections to assure that all vehicles comply.

9.5 Inspections

The County reserves the right to inspect any vehicle performing services within this contract to assure that the standards have been met to comply within this contract.

9.6 Vehicle Licensing and Insurance

1. The County shall require that the appropriate insurance (property, liability and comprehensive) be in place in accordance with this contract.
2. The County requires that all Base stations and vehicles must be licensed through the Westchester County Taxi and Limousine Commission.
3. The provider is responsible for registering and insuring its own vehicles when used for Westchester County ParaTransit service. See Appendix "A" for specific insurance requirements for these vehicles. Procure such insurance according to the requirements detailed herein and supply Westchester County with certificates of such insurance at execution of the contract, and with binders of such insurance prior to the start of service. In addition, the County shall be given a minimum of thirty (30) days notice in the event of change or cancellation.

9.7 Drivers, Driver Training and Driver Duties

1. To assure a high level of service, a sufficient number of qualified, responsible, courteous, and properly licensed drivers appropriate for the type of vehicle being driven.

The following information must be submitted to Westchester County for review prior to the driver being placed in service under this contract:

- copy of recent driving abstract
- copy of license
- Copy of WC/TLC License

Westchester County has the right to review the qualifications of proposed drivers and **reject** drivers who **do not** meet County standards. These include the requirement of a minimum of one year driving experience.

Passenger assistance techniques

The provider shall assure that all drivers involved in providing ParaTransit services receive adequate training to perform their duties as specified below

- Assisting ambulatory passengers and blind passengers in boarding vehicles.
- Procedures for evacuating the vehicle in an emergency.
- Locating safe places to park to load and unload passengers; and
- Seatbelt Securement

Sensitivity Training:

This training will include, but will not be limited to:

- Discussion of the major types of functional deficits -- loss of muscle control, loss of speech, loss of balance, loss of limbs, breathing disabilities, pain, loss of skin sensation, loss of vision, loss of hearing, loss of hearing and vision, loss of mental functions, loss of mobility and how these functional deficits affect an individual's ability to travel. This training will also include assisting passengers who are experiencing seizures and other medical emergencies.
- Discussion of the basic characteristics of personal assistance devices -- crutches, canes, walkers, wheelchairs, braces, prostheses and-service animals.
- General guidelines as to when and how to offer assistance.
- General guidelines for handling inter-personal problems that arise on the vehicles.

Policies and Procedures of the Curb-to-Curb Service:

This training will include the following:

- How to prepare the driver's log.
- How long the driver shall wait for a rider and what to do in the event of a CAD or a no show.(See definitions)
- What the fare is and when it is to be collected.
- The amounts and types of assistance the driver is required to provide to riders.
- Emergency reporting procedures.

The provider will maintain documentation for all training given including dates and attendees.

The Provider will take out and maintain Worker's Compensation, Disability, and Unemployment or equivalent insurance on all drivers providing Services, in accordance with the laws of the State of New York as necessary and all County requirements.

2. Assure that all drivers arrive will arrive on time for all scheduled trips. Drivers shall contact the dispatcher if there is an occurrence which will cause the vehicle to arrive/depart outside these time parameters.
3. Assure that drivers, in providing services, are careful, temperate, keep vehicular speed within posted speed limits and at a speed that is appropriate to road and weather conditions present at all times, operate their vehicles with the highest

degree of safety for the passengers, and otherwise obey all laws directed toward the safe operation of motor vehicles.

4. Assure that drivers are courteous at all times, exemplary in speech and action and provide passengers with all necessary assistance in entering and exiting the vehicle. Prior to operating the vehicle after a pick-up, drivers should offer to assist passengers in securing their seat belts. Drivers **will not** operate the vehicle until the seat belts of all passengers are properly secured.
5. Assure that drivers, in providing services, **never** discipline a passenger under any circumstances. Whenever passenger misbehavior occurs that, in the judgment of the driver, warrants further action, the driver shall submit a written report to the Provider, who, in turn, shall submit the report to the WC within twenty-four hours of the incident. In addition to the report, matters requiring more immediate attention shall be called into the dispatcher, who will immediately notify WC following the process detailed herein.
6. Assure that drivers, in providing services, do not carry unauthorized passengers, pets or cargo, distribute food, beverages or other substances to passengers or allow any other person to occupy the driver's seat.
7. Assure that drivers, in providing services, do not eat, drink, or smoke in the vehicle, and request riders to refrain from eating, drinking or smoking in the vehicle.
8. Assure that drivers, in compliance with Article 33 of the Vehicle and Traffic Law of the State of New York, never leave any passenger or vehicle unattended, except in an emergency. In such an emergency, riders may be left in the vehicle or removed to a surrounding environment, whichever is safer. This requirement does not apply to circumstances when a driver leaves the vehicle to assist passengers in entering and leaving the vehicle or when the driver is providing "origin-to-destination" service. See Section III, 7.0 (Definitions) for Westchester County Office for People with Disabilities Origin-to-Destination Policy. If at any time the driver must leave the vehicle, the driver shall -- before leaving the vehicle -- turn off the engine and remove the ignition key.
9. Assure that drivers, never push another vehicle with their vehicle or allow their vehicle to be pushed by another vehicle.
10. Assure that drivers, check to ensure that all doors of the vehicle are kept closed and locked while the vehicle is in motion.
11. Assure that all drivers never fuel a vehicle while there are passengers on board the vehicle.
12. Assure that drivers, in providing services, never board or discharge a passenger into a traffic lane of a street and never board or discharge passengers between double parked cars.

13. Assure that drivers, in the event-of a NSH, notify the dispatcher, who, in turn, shall immediately enter NSH's and CAD's into the WC computer system. The driver may continue on to the next stop after waiting five (5) minutes, and after the dispatcher has indicated that the driver may continue on.
14. Assure that drivers, in the event of an accident involving a vehicle that is used to Provide services, or an incident involving a passenger, **immediately** notify the dispatcher. The Provider, in turn, will notify WC in accordance with the provisions herein and submit a typed report to WCOPWD within twenty-four (24) hours of the accident.
15. Provide each driver with a copy of the route schedule daily. Provide the driver with instructions to review schedule. This schedule must be in the driver's possession at all times during his/her provision of services and must be in evidence during inspections. Every effort must be made to assure the confidentiality of customer information.
16. Require drivers to collect the correct fare from passenger when the passenger boards the vehicle. A fare shall be paid each time a passenger (and companion) boards a vehicle. Drivers shall not collect the fare for the return trip as the passenger (and companion) boards the vehicle for the going trip, even if that driver is scheduled to serve that passenger's return trip later that day. Unless instructed to the contrary by WC, a driver **shall not** refuse to transport any passenger and/or companion who refuses to pay the correct fare.
However, each provider **should** notify WCOPWD when there is a fare collection problem.
17. Instruct its drivers **not** to solicit or accept tips or any kind of gratuities from the passengers.
18. Require its drivers to document on the driver sheet -- or through-another approved method -- the actual arrival time and departure time at each stop.
19. Require all drivers to be dressed professionally and carry a form of identification. The identification badge shall have on it: the driver's picture, name, and name of the Provider. The WCOPWD reserves the right to require inappropriately attired drivers to be immediately removed from providing Services.

9.8 Dispatchers and Dispatching Duties

1. Employ a sufficient number of qualified, responsible, courteous, and properly trained dispatchers necessary to properly operate a high level of ParaTransit For Hire service. Dispatchers should fulfill dispatching duties one hour before service hours, during service hours and 1/2 hour after the last vehicle has returned to base at the end of service hours.
2. Assure that dispatchers attend the sensitivity training course, policy and procedures

training course, and computer training course prior to providing services.

3. Assure that the dispatcher's responsibilities are dedicated exclusively to the Westchester County's ParaTransit For Hire program during his/her shift.
4. Assure that dispatchers review driver schedules prior to start of scheduled service.
5. Assure that dispatchers monitor driver schedules during service hours.
6. Assure that dispatchers are able to contact all vehicles by radio or cell phone or electronic device at all times.
7. Assure that dispatchers are familiar with the computerized scheduling and dispatching system.
8. Assure that dispatchers receive and enter into the computer system advance (prior to trip date) cancellations from the WC, and same day cancellations from the customer (on the trip date).
9. Assure that dispatchers enter NSH and CAD information into computer system when driver transmits same via radio system.
10. Assure that there are a sufficient number of dispatchers assigned to this contract to operate a high level of ParaTransit For Hire service.
11. Assure that dispatchers follow accident and incident reporting procedures as outlined in this document.
12. Assure that dispatchers enter actual shift/trip/and stop data.
13. Assure that dispatchers notify passengers, at the direction of WC, of changes in his/her schedules.
14. Assure that dispatch staff is available for training before the start of the contract or beginning an assignment as a Westchester County ParaTransit dispatcher.

9.9 Contract Manager and Other Required Staff

1. Designate a Contract Manager responsible for supervising all actions taken by the Provider pertinent to providing Services and who shall be the focal point for communication with WCOPWD. At a minimum, he/she will be available during regular business hours and or/on call for operations of ParaTransit.
2. Assure that the Contract Manager responsibilities are dedicated exclusively to the ParaTransit program during his/her shift.

3. Require the Contract Manager (or the manager's designee) to report to WCOFD all accidents, service disruptions, and complaints.
4. Require the Contract Manager to attend when needed, meetings of the Transportation Advisory Committee for Westchester County. The manager will also attend other meetings as requested by the WCOPWD and WCDPW&T including, but not limited to, service meetings and public hearings.
5. Assure that the Contract Manager is available one month in advance of the start of the contract or beginning an assignment as the Contract Manager so that individual can receive training.
6. Provide dispatchers and ensure that a dispatcher begins duty at least one hour prior to the beginning of the service day and remains on duty until the last vehicle returns to the garage at the end of the service day.
7. Provide a staff person to accept same day trip cancellations and provide other operational information to the County and customers. This person shall be available at least one hour before the start of each service day.
8. Assure that there are a sufficient number of road supervisors active and on call at all times during ParaTransit operations to properly monitor operations.

9.10 Reporting of Accidents

The following events are considered reportable accidents regardless of severity:

- Personal injury, regardless of severity.
- A motor vehicle collision when two or more vehicles are involved.
- A motor vehicle accident when there is any destruction of property.
- A motor vehicle accident involving a pedestrian.

Report these situations or emergencies according to the following procedures:

- Before, during or after regular business hours, the vendor must immediately contact the ParaTransit Supervisor via cell phone to report any and all accidents. The contact phone number is **914-879-8526**
- Prepare and submit to the WCOPWD within 24 hours of the accident a written report which describes the events surrounding the accident, lists the names of the passengers onboard the vehicle, identify which - if any - has been injured, estimates the cost of repair of physical damage, and includes photographs that show the damage to the vehicle.
- The police report shall also be sent as soon as it is received.

9.11 Reporting Incidents/Service Disruptions

The following events are considered incidents and must be reported in writing to the WCOPWD within 24 hours of their occurrence:

- Any incident on board that results in physical contact, whether between two passengers or between a passenger and the driver must be reported.
- Any incident where a passenger falls, whether or not injury is reported or denied by passenger.
- Any incident where a driver witnesses a passenger fall even if the passenger is a distance from the vehicle.
- Service disruptions such as breakdowns, accidents, traffic, etc., that might result in pick-ups and/or drop off being made more than 15 minutes past the scheduled time.
- A driver is unable to locate a passenger who is scheduled to be picked up during the last hour of service.
- The vendor wants to curtail service because of weather conditions or other situations or emergencies which arise from time to time.

Report these situations or emergencies according to the following procedures:

- During or after regular business hours, the vendor must contact the Office For People with Disabilities for incidents or accidents. The contact phone number is:

(W) 914-995-2958

(C) 914-879-8526

- Enter an incident report which describes the events surrounding the incident, lists the passengers on the vehicle, and a description of what happened.

9.12 Billing, Payment, Back-up Documentation and Reporting Requirements

1. Claims for payment should be submitted to the WCDPW&T on a monthly basis and within **7 days** after the conclusion of each month for services provided. Claims will be processed within 30 days of submission of complete and accurate claims.
2. Under the contract associated with this RFP, Providers will be paid for each "Served Trip" provided except that the County will pay **half of the per "Served Trip" rate** established under this contract for "No-Show" (NSH) or "Cancelled-at-Door" (CAD) trips. For definitions of Served Trip, No-Show and Cancelled-at-Door trips, see

Section III, 7.0 (Definitions). The provider will only get paid for half the “Served Trip” rate only after the allotted time of twenty (20) minutes to return as specified in the contract.

The Provider should be aware that the number of vehicles required for service, the number of hours the vehicle will provide service and the schedule and number of trips for each vehicle will be largely determined by WCOPWD on a daily basis.

3. All fares collected, whether from eligible riders or their companion(s), will be credited to Westchester County. The value of the actual cash fares collected will be deducted from payments on the “**Served Trip**” rate made to the Provider.
4. A complete monthly claim for payment will consist of the following items:
 - A “Monthly Statistical and Reimbursement Report” (See Sample attached as Appendix E)
 - A Period Recap Report (PRR) for each day of the month providing
 - Number of trips (provided, No-Shows, CADs)
 - Amount of cash collected
 - Number of tickets collected
 - Number of attendants and companions
 - Revenue hours
 - Revenue miles
 - All ParaTransit tickets collected during the month should also be submitted with the monthly billing.

Claim procedures are subject to modification. Westchester County will make other adjustments to the claim for such items when reviewed.

5. The Provider is required to sign-up for participation in the County’s electronic transfer of funds payment program.
6. Drivers logs are required with the following information to be completed by the driver:
 - Arrival time of each pick up
 - Time of drop off for each trip
 - Starting mileage and ending mileage
 - Type of fare collected from each passenger and companion
 - Trip status information (i.e. provided, NSH, CAD)
 - Vehicle number
7. All monthly completed drivers logs must be kept by the Provider in a safe and stored area, but are available for back up and inspection by WCDPW&T. These driver sheets will be kept by the Provider for a period not to exceed a period of three (3) years, and thereafter will be delivered to the County and the County will retain records for storage.
8. Upon request, provide detailed operating and financial information that may be required for State, Federal and County reporting.

9.13 Right of Entrance upon the Provider's Property/Vehicle Inspections

The contractor shall permit and allow any and all duly authorized County employees or representatives to enter upon any part of a Provider's facilities, or vehicles for the purpose of inspecting facilities and equipment, inspecting and/or auditing books and records, and for other matters relevant to the project upon sufficient notice by the County of its intent to make such entry. **NO notice** shall be required for vehicle on-road inspections to be conducted by the County. Each Provider shall instruct its drivers to allow County personnel to have right of entry on vehicles upon display of proper identification.

9.14 Fair Employment Practices

- The provider shall not discriminate against any employee or applicant for employment because of race; creed, color, sex, disability, religion, Vietnam-era veteran status or national origin. The Provider will take affirmative action to assure that applicants employed are treated equally regardless of race, creed, color, sex, disability, Vietnam-era veteran status or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- In all solicitations or advertisements for employees placed by or on behalf the Provider, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, Vietnam-era veteran status or national origin.
- Permit access to books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders pertaining to fair employment practices.
- Keep on file written personnel procedures, which shall include provisions for familiarizing employees with statutes, rules, and regulations concerning confidentiality, affirmative action, and nondiscrimination in service delivery and employment as set forth herein.
-

10.0 Performance Measures

WCOPWD will monitor the quality of service by the contractor. The service performance measures will include:

Valid Complaint Frequency (VCFR) - Comments received from the public or riders defined as complaints when they concern issues other than those relating to on-time performance. These would include comments relating to driver rudeness, jack-rabbit starts, vehicle safety issues, vehicle cleanliness, wheelchair handling and securement, etc. in the event that there is a dispute between the Provider and WCOFD as to what

is a valid complaint, the good faith determination of the Director is final.

Percent Late Trips (PLT) - A trip will be contractually defined as being late if (a) it is a going trip and the passenger is dropped-off more than 15 minutes beyond the scheduled drop-off time: (b) it is a return trip, and the Provider arrives at the pick-up point more than 15 minutes beyond the scheduled pick-up time. (Note that in these cases, stop arrival and departure times will be recorded.)

In addition, the extent to which a Provider is late for any particular trip (see table below) will govern whether a Provider will be paid for the trip and how much they will be paid (or paid at a reduced rate due to the assessment of liquidated damages). Lateness caused by weather conditions or other Acts of God will not be counted nor will the vendor be fined in this circumstance.

<u>Minutes Late</u>	<u>Liquidated Damages</u>
30 - 45 min	\$ 50.00
46 – 60 min.	\$ 75.00
Over - 60 min.	\$ 100.00
Missed Trip	\$ 200.00

Average Lateness (AL) of Late Trips - This is the degree to which late trips were late. Note a trip is not late until 16 minutes after the scheduled drop-off/pick-up as stipulated above. They do not include trips that are late for reasons beyond the control of the provider such as severely inclement weather and road congestion induced delays.

Percent Missed Trips (PMT) - These are the trips that are not served due to the fault of the Provider. They do not include missed trips that are beyond the control of the Provider, such as severely inclement weather.

Accident Frequency Rate (AFR) - Where accidents are defined as preventable accidents. A Provider's AFR will be measured in number of accidents per million vehicle miles (A/MVM). In the event of a dispute between the Provider and WCDOT as to which incidents are preventable accidents, the good faith determination of the Commissioner is final.

Thresholds for acceptable service performances are identified below. When a provider exceeds these thresholds, it is performing poorly.

<u>Service Performance Measures</u>	<u>Thresholds</u>
Valid Complaint Frequency Rate (VCRR)	3 Complaint/1000 Trips
Percent Late Trips (PLT)	10%
Average Lateness (AL)	20 minutes
Percent Missed Trips (PMT)	1
Accident Frequency Rate (AFR)	20 A/MVM

The purpose of the service performance measures is to insure that high quality ParaTransit services are provided to Westchester County ParaTransit riders. Therefore the County reserves the right to change the performance standards if necessary during each contract period. If and when performance standards are enhanced, the Provider would be given sixty days notice prior to a change.

SECTION IV

COST PROPOSAL/FORMS

1.0 REQUIRED FORMS

Form IV-1:	Price Offer Form (to Provide 100% of Service)
Form IV-2:	Affirmation
Form IV-3:	Provider's Acknowledgment
Form IV-4:	Certificate of Authority
Form IV-5:	Affirmative Action Plan Requirement
Form IV-6:	Receipt of Addenda Statement
Form IV-7:	MacBride Certification
Form IV-8:	Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
Form IV-9:	Disclosure of Relationships to County

2.0 Prices Required & Related Information

Proposers shall submit a price per Served Trip ("Served Trip" defined below). The proposer **must submit** a price for each zone.

Zone 1: Yonkers to Yonkers

Zone 2: Service areas outside of Yonkers as per scope of work within this RFP.

SERVED TRIP – A single one-way ParaTransit ride from pick-up location to drop-off location.

The Provider will be paid for each **"Served Trip"** except that the County will pay half of the per "Served Trip" rate established under the contract associated with this RFP for "No-Show" or "Cancelled-at-Door" trips. See Section III, 7.0 (Definitions). For all No-Show and Cancelled-at-Door trips, the driver must note a "Point of Site" (POS) on the Driver Log, i.e., note a landmark as proof of arrival. Failure to provide a (POS) will result in no payment for each (NS) or (CAD).

The prices offered will be entered on the Price Offer Forms attached hereto.

A price offer on the worksheet of zero or any price left blank will be assumed to mean that no price will be charged for that specific service. The total contract value arrived at by following the instructions must be entered on the Price Offer Form.

3.0 Selection Investigation Criteria

The County may make such investigation as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish all information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the evidence submitted by, or the investigation of such

proposer fails to satisfy the County that he is properly qualified to carry out the obligations of the contract and to complete the contemplated work.

4.0 Criteria for Disqualification

- Failure to properly complete all forms.
- Failure to have a minimum of **3 years** experience providing demand responsive service (i.e. service which is scheduled less than 24 hours in advance including a minimum of ten vehicles in service on a weekday) or a minimum of 3 years providing public transit service.

Failure to be a registered base station with Westchester County Taxi and Limousine Association for a **minimum of Two (2) years**

INSTRUCTIONS

- *Individual prices must be submitted for **each year** and **each zone** associated with this RFP.*

Price offer form IV-1

- **Zone 1:** Yonkers to Yonkers
Zone 2: Service areas outside of Yonkers as per scope of work within this RFP.
- Enter a **price per “Served Trip”** for each of the years listed. The definition of “Served Trip” is found in Section III.7.

NOTE 1: **All rates are required.** A submission that omits a rate will not be considered a valid proposal.

NOTE 2: The Provider will retain all fares paid by customers - whether eligible riders or their companions. Please note the price per served trip should be **less the eligible rider’s fare** of the per served trip rate submitted. **Also note any future fare increases occurred by the County will result in the provider being paid the current rate of \$5.00 (Five) only, and the County retains the amount of the increased rate.**

NOTE 3: The following chart below indicates statistics reflecting the number of fare paying passenger served trips for a projection of three (3) years. The statistics listed are an approximation of anticipated traditional ParaTransit ambulatory ridership for the areas listed in this RFP.

ParaTransit service demand. An annual increase of approx. 3% - 5% has been projected for the years 2018 thru 2020. Please refer to section SECTION III - **5.0 Table1:**

NOTE 4: The proposer should be aware that the approximate number of served trips indicated on Price Offer Form sheet Form IV-1 are provided as an estimate only for services anticipated required under the new contract awarded pursuant to this RFP.

There is no guarantee as to the yearly amount of services to be required in years going forward and the actual amount of service.

INSTRUCTIONS

- Enter a price per **“Served Trip”** of service for each year and each zone

NOTE 1: All rates are required. A submission that omits a rate will not be considered

Form IV-1: PRICE OFFER FORM OPTION: 1 – PER SERVEDTRIP

<u>2017</u>	<u>2018</u>	<u>2019</u>
Price per Served Trip	Price per Served Trip	Price per Served Trip
Zone 1 Approx. <u>27,247</u>	Zone 1 Approx. <u>28,064</u>	Zone 1 Approx. <u>28,905</u>
Zone 2 Approx. <u>2,370</u>	Zone 2 Approx. <u>2,441</u>	Zone 2 Approx. <u>2,514</u>
Zone 1 Amount \$ _____	Zone 1 Amount \$ _____	Zone 1 Amount \$ _____
Zone 2 Amount \$ _____	Zone 2 Amount \$ _____	Zone 2 Amount \$ _____

INSTRUCTIONS

- *Individual prices must be submitted for **each zoning bid package** associated with this RFP.*

Price offer form IV-2

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE “B”

Bid Sheet No. 1 (Package 1)

YONKERS For Hire Car Service

With reference to the annexed Yonkers Zone Map, for rides originating within and ending within the same Zone (Zones 1, 2 and 3), each eligible Bee-Line ParaTransit passenger will be required to pay \$5.00 per ride and the County will contribute the balance of the fare

Please provide a per ride price below designating the County’s portion of the fare:

Eligible Bee-Line ParaTransit passenger portion of fare per ride	\$5.00
Package 1 - County’s portion of fare per ride (bid amt. to be provided by Operator)	\$ _____
Total fare per ride collected by Operator	\$ _____

NOTES:

The County shall pay **half** of the County portion of the fare under this contract for properly documented “No-Show” trips.

For informational purposes only, for the year 2017, there will be an estimated or approximately 27,247 ParaTransit total ambulatory trips provided within the City limits of Yonkers and an additional 2,370 ParaTransit trips in the surrounding areas of Bronxville vicinity as per zoning map. There is **no guarantee** as to how many trips will be required under this contract as it will depend on a number of factors, including but not limited to the choice of the rider.

Nothing contained herein shall be construed to limit the right of the County to utilize other transportation providers to provide these services, it being the intent of the County to award a non-exclusive contract and no amount of work is guaranteed hereunder.

Schedule "B"
Bid Sheet No. 2 (Package 2)

Yonkers For Hire Car Services

With reference to the annexed Yonkers Zone Map, for rides listed below, each eligible Bee-Line ParaTransit passenger will be required to pay \$5.00 per ride and the County will contribute the balance of the fare;

Pick up in zone 1 drop off in zone 2

Pick up in zone 2 drop off in zone 1

Pick up in zone 2 drop off in zone 3

Pick up in zone 3 drop off in zone 2

Please provide a per ride price below designating the County's portion of the fares above:

Eligible Bee-Line ParaTransit passenger portion of fare per ride	\$5.00
Package 2 - County's portion of fare per ride (bid amt. to be provided by Operator)	\$_____
Pkg 2 - Total fare per ride collected by Operator	\$_____

NOTES:

The County shall pay **half** of the County portion of the fare under this contract for properly documented "No-Show" trips.

For informational purposes only, for the year 2017, there will be an estimated or approximately 27,247 ParaTransit total ambulatory trips provided within the City limits of Yonkers and an additional 2,370 the surrounding areas of Bronxville vicinity as per zoning map. There is **no guarantee** as to how many trips will be required under this contract as it will depend on a number of factors, including but not limited to the choice of the rider.

Nothing contained herein shall be construed to limit the right of the County to utilize other transportation providers to provide these services, it being the intent of the County to award a non-exclusive contract and no amount of work is guaranteed hereunder.

Schedule "B"
Bid Sheet No. 3 (Package 3)

Yonkers For Hire Car Services

With reference to the annexed Yonkers Zone Map, for rides listed below, each eligible Bee-Line ParaTransit passenger will be required to pay \$5.00 per ride and the County will contribute the balance of the fare;

Pick up in zone 1 drop off in zone 3

Pick up in zone 3 drop off in zone 1

Please provide a per ride price below designating the County's portion of the above fares:

Eligible Bee-Line ParaTransit passenger portion of fare per ride	\$5.00
Package 3 - County's portion of fare per ride (bid amt. to be provided by Operator)	\$_____
Pkg 3 - Total fare per ride collected by Operator	\$_____

NOTE: The County shall pay **half** of the County portion of the fare under this contract for properly documented "No-Show" trips.

NOTES:

The County shall pay half of the County portion of the fare under this contract for properly documented "No-Show" trips.

For informational purposes only, for the year 2017, there will be an estimated or approximately 27,247 ParaTransit total ambulatory trips provided within the City limits of Yonkers and an additional 2,370 trips in the surrounding areas of Bronxville vicinity as per zoning map. There is no guarantee as to how many trips will be required under this contract as it will depend on a number of factors, including but not limited to the choice of the rider.

Nothing contained herein shall be construed to limit the right of the County to utilize other transportation providers to provide these services, it being the intent of the County to award a non-exclusive contract and no amount of work is guaranteed hereunder.

SCHEDULE "B"
Bid Sheet No. 4 (Package 4)

Yonkers For Hire Car Services

With reference to the annexed Yonkers Zone Map, for taxi rides listed below, each eligible Bee-Line ParaTransit passenger will be required to pay \$5.00 per ride and the County will contribute the balance of the fare;

Pick up in zones one (1), zones two (2), zones three (3) and transport to the Bronxville vicinity as per zoning map.

Please provide a per ride price below designating the County's portion of the fare:

Eligible Bee-Line ParaTransit passenger portion of fare per ride \$5.00

**Package 4 - County's portion of fare per ride
(bid amt. to be provided by Operator)**

\$ _____

NOTES:

The County shall pay **half** of the County portion of the fare under this contract for properly documented "No-Show" trips.

For informational purposes only, for the year 2017, there will be an estimated or approximately 27,247 ParaTransit total ambulatory trips provided within the City limits of Yonkers and an additional 2,370 of Bronxville vicinity as per zoning map. There is **no guarantee** as to how many trips will be required under this contract as it will depend on a number of factors, including but not limited to the choice of the rider.

Nothing contained herein shall be construed to limit the right of the County to utilize other transportation providers to provide these services, it being the intent of the County to award a non-exclusive contract and no amount of work is guaranteed hereunder.

PRICE OFFER FORM

Offer: I certify that I understand and will abide by the terms and conditions of this RFP and the prices are firm for 60 days from the opening date of the RFP.

Authorized Official

Name of Firm

Title

Address

FORM IV-2
AFFIRMATION

Date: _____

I, _____, _____ of _____
NAME TITLE COMPANY

Affirm the following to be true.

The information contained in this submission is accurate and complete as of the date of submission.

The _____ willing to comply with contractual requirements
(responding organization)

pertaining to equal employment opportunity and fair employment practices.

The _____ has (or can demonstrate the ability to obtain) all
(responding organization)

necessary permits, authorities to carry disabled and fare-paying passengers in Westchester County, and between Westchester County,

I, _____, have read and understand the service specifications contained in this RFP and will inform the drivers, dispatchers, and other parties within the organization of their responsibilities upon contract award and prior to the start of service.

(Signature)

(Name, Title – Printed)

(Witness)

FORM IV-3 (con't)

PROVIDER'S ACKNOWLEDGMENT (If Partnership)

STATE OF NEW YORK)
ss
COUNTY OF WESTCHESTER)

On this _____ day of _____, 2016, before me personally came _____
to me known, and known to me to be a member of the firm of _____

and the person described in, and who executed the within instrument in behalf of said firm, and he
acknowledged to me that he executed the same in behalf of, and as the act of said firm for the
purposes herein mentioned and that the certificate required by the New York State General Business
Law Section 130.

Notary Public

PROVIDER'S ACKNOWLEDGMENT (If Sole Proprietorship)

STATE OF NEW YORK)
ss.:
COUNTY OF)

I, _____, being duly sworn, deposes and says:

1. I am the _____ of _____
(Title) (Corporation)
which is a _____ corporation with a principal place of
(State)
business at _____
(Address)

2. I own all the issued and outstanding capital stock of _____
(Corporation)
and I am the sole officer and Director of said corporation.

By: _____
(Name)

Sworn to before me this _____ day of _____, 2016

NOTARY PUBLIC

**FORM IV-4
CERTIFICATE OF AUTHORITY
(Provider)**

I, _____, certify that I am the _____

(Officer other than officer signing agreement)

(Title)

of the _____ the "Provider"), a corporation
(Name of Provider)

duly organized and in good standing under the _____
*LAW UNDER WHICH ORGANIZED, E.G., THE NEW
YORK BUSINESS CORPORATION LAW)*

the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Provider was at the time of execution

_____ of the Provider that said agreement was duly signed
(Title of such person)

for and in behalf of said Provider 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 this _____ day of _____, 2016, before me personally came
_____ to me known, and known to me to be the

_____ of the said corporation, that the seal
(Title)

affixed to the above certificate is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

**FORM IV-5
AFFIRMATIVE ACTION PLAN REQUIREMENT**

Affirmative Action Plan

An approved Affirmative Action Plan shall be required in all contracts where the actual contract amount - as awarded - exceeds \$50,000.00.

Regardless of the foregoing an approved Affirmative Action Plan is suggested, not required, of a Provider where the total number of persons employed by such contractor is 14 or fewer.

Does your firm participate in an approved Affirmative Action Plan? _____

If YES, give name of Plan: _____

An approved Affirmative Action Plan means a plan approved or adopted by Westchester County including but not limited to the Westchester-Putnam Affirmative Action Plan, the Recruitment Training Program or any other affirmative action plan meeting the requirements of the State or federal government.

**FORM IV-6
RECEIPT OF ADDENDA STATEMENT**

ADDENDA RECEIVED (if none received, write "none received")

Addendum No. Date Received _____

Name: _____

Title: _____

Date: _____

**FORM IV-7
CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND**

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

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

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

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

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

Agreed:

Name of Contractor _____

By: (Authorized Representative) _____

Title: _____ Date _____

FORM IV-8
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 Section 308.01 of the Laws of Westchester County, completion of this form is required.

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

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

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

- 3.) is a business enterprise certified 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.

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

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

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

_____ No

_____ Yes

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

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

_____ Women

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

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

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

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

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

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

FORM IV-9

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

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

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

Name: _____

Title: _____

Date: _____

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

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

