

**REQUEST FOR PROPOSALS**  
**FOR**  
**ASSET VERIFICATION SERVICES**

**ISSUE DATE: September 12, 2017**  
**DUE DATE: October 3, 2017 at 12: pm**

Issued By:

Kevin M. McGuire  
Commissioner

Westchester County  
Department of Social Services  
112 East Post Road  
White Plains, New York 10601

## **I. PROPOSAL INFORMATION**

The County of Westchester (the “County”), acting by and through its Department of Social Services (the “Department” or “WCDSS”), is requesting proposals from qualified vendors to provide an automated Asset Verification System (“AVS”) to provide information and verification from financial institutions for applicants and recipients of various programs administered by WCDSS..

Copies of this Request for Proposals (“RFP”) may be downloaded from the County’s website for RFP’s: <http://www.westchestergov.com/rfp> under “Asset Verification Services”.

### **A.) PROCUREMENT SCHEDULE**

**(PLEASE NOTE: All times listed are to be read and understood as EASTERN TIME)**

Issue Date:	September 12, 2017
Requests for Clarification Due:	September 18 2017 at 12:00 p.m.
Written Responses to Requests for Clarification Posted:	on or before September 21, 2017
Proposal Due Date:	October 3, 2017 @ 12:00 p.m.

### **B.) REQUESTS FOR CLARIFICATION**

All requests for clarification must be submitted, as set forth below, no later than 12:00 pm on September 18, 2017. All requests for clarification must be written and emailed to Eugene Cialini, Manager I at [ecc6@westchestergov.com](mailto:ecc6@westchestergov.com). Each submission should be marked “URGENT”, “HIGH IMPORTANCE”, or similar designation depending on your email program. Submitted requests for clarification must also include the subject line “**REQUEST FOR CLARIFICATION – AVS RFP**”

Formal written responses will be distributed by the County on or before September 21, 2017 by being posted on the County website for RFPs: <http://www.westchestergov.com/rfp>

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

### **C.) PROPOSAL SUBMISSION**

Each proposer must submit one (1) original and five (5) copies of its proposal to:

Eugene Cialini, Manager I  
Westchester County Department of Social Services  
Office of Program Integrity  
112 East Post Road, 5<sup>th</sup> Floor  
White Plains, New York 10601

The proposal must be in a sealed envelope clearly marked: “Proposal – Asset Verification Services”.

The original and all copies of each proposer’s proposal must be received by the County by the stated due date. The County is not responsible for any internal or external delivery delays that may cause the proposer’s proposal to arrive beyond the deadline. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

#### **D.) RFP AMENDMENTS OR ADDENDA**

Should the County find it necessary to amend this RFP and/or issue any addenda, such documents will be posted to the County’s website for RFPs: <http://www.westchestergov.com/rfp>

## **II. BACKGROUND, SCOPE OF WORK, ANTICIPATED TERM AND PROPOSAL CONTENT**

### **A.) BACKGROUND**

Westchester County Department of Social Services (WCDSS) is seeking proposals from qualified companies to provide Asset Verification Service. For the past several years WCDSS has contracted with a provider who has supplied such services.

These services are necessary for WCDSS to verify eligibility information supplied by applicants and recipients of a variety of public assistance benefits, for the purpose of preventing instances of fraud, waste and abuse.

### **B.) SCOPE OF WORK**

Provide an automated Asset Verification System (“AVS”) that would provide information and verification from financial institutions for applicants and recipients of various WCDSS administered programs.

- The AVS must include, at a minimum, checking, savings, investment accounts, IRA’s, treasury notes, certificates of deposit, annuities, cash value for insurance policies, and any other assets that may be held or managed by a Financial Institution (“FI”).  
(Any variation from these minimum requirements must be explained in the Proposal which must comply with the terms of this RFP.)
- Information should be supplied for accounts (both open and closed) and should include balances as of 12:01 a.m. on the first day of each month dating back ONE YEAR (12 months) prior to and including the search month. Information on deposits to open accounts is desirable.

- The following information must be provided regarding each account:
  - Name of FI holding the account – including branch location address where the account is serviced;
  - Type of account and account number;
  - Full legal name of each individual or entity with any ownership interest in the account, as well as any known aliases – and the nature by which ownership interests are shared, if applicable (e.g. joint tenant account);
  - mailing or residential address associated with account/stake holder during the specified date range;
  - date the account was opened and, if closed, the date closed;
  - the account balance as of 12:01 a.m. on the first day of each month in which the account was open during the specified date range;
- The vendor should have an extensive and established network of Financial Institutions (“FI”) that will participate in the AVS. The network should be geographically diverse and should include the ability to search FI outside of the NY metropolitan area. (New York, New Jersey, Connecticut)
  - A listing of FI that the vendor works with and searches should be included in each Proposal – and should include the geographic area served by the FI
  - Search parameters should be outlined in each Proposal – including the geographic area of regular searches and how searches for banks outside the NY metro area will be completed. The specific States that are included in the search should be included in the Proposal

**Functional Requirements :**

- Contractors must work with the Westchester County Department of Information Technology (“WC DoIT”) to accommodate an automated batch interface whereby request and response files are securely transferred between the County and the vendor.
- Files must be exchanged on a daily basis to ensure efficient reporting of information. Proposer must provide eligibility determinations and investigations in a timely manner, as detailed below.
- *Vendor should produce a complete report of assets identified for each individual requested within 15 business days.*
  - *If there are any exceptions to this benchmark, or if this is not attainable by the Proposer – then the Proposer must communicate this to the county either in general with language included in the Proposal or in specific instances, the Proposer must communicate with the County designated liaison in writing, the reason for the delay and a reasonable expectation of when the report will be delivered to the County*
- The Proposer must provide a HelpDesk or liaison through which the County can communicate and obtain assistance for any technical or other issues that may arise

- All transactions must be handled through an automated batch process with the goal to have an automated batch interface for delivery and receipt of request and response files. Below is a description of the preferred process and protocols

**Description of Preferred Process:**

1. Vendor will accept encrypted file(s) from Westchester County on a mutually agreed schedule. The file transfer preferred should utilize SFTP over SSH. Authentication is performed using an SSH key-pair. Encrypted files will be in a file format mutually agreed upon by vendor and Westchester County. The file format preferred (prior to encryption) is valid XML format using UTF-8 character encoding. All transferred files shall be encrypted using 256-bit AES encryption with a shared secret password. The value of the shared secret password shall be separately configurable for each environment (dev, qa, production, etc.)
2. Vendor will send an acknowledgement receipt including any errors in a format mutually agreed upon. The Vendor will email a negative acknowledgement to designated County staff.
3. Vendor will de-encrypt the file, process the data and transfer an encrypted response file with the information DSS is requesting via SFTP to a Westchester County designated folder at a mutually agreed schedule. An acknowledgement file must accompany the response file. All files sent will be in a mutually agreed upon format.

**Technical Requirements Summary:**

1. File Transfer preferred: All files are transferred using SFTP over SSH. Authentication is performed using an SSH key-pair.
2. File Format preferred: Prior to encryption, each file shall be in valid XML format using UTF-8 character encoding.
3. Encryption preferred: All transferred files shall be encrypted using 256-bit AES encryption with a shared secret password. The value of the shared secret password shall be separately configurable for each environment (dev, qa, production, etc.)

- **The vendor must detail the file transfer method, file format options and encryption for their proposed solution.**

- **PRICING**

- Vendor should outline ALL COSTS associated with the proposed contract – including but not limited to any startup costs – maintenance fees – account fees – monthly access fees – and search fees.
- The county would prefer a flat pricing model
  - Pricing should be calculated based on an average of 2,500-3,000 individual inquiries per month.

## **Referral**

Cases and individuals who will be searched will be identified by WCDSS and uploaded for search according to the above outlined process.

## **Computer Software and Internet Access**

The selected proposer may be required to use any computer software/application(s) that is(/are) provided or specified by the County and/or NYS OTDA for the selected proposer's provision of all or part of the Services. The County anticipates providing training to the selected proposer for the use of the software/application(s) provided by the County. The selected proposer is required to have Internet access to the extent it is necessary for use in conjunction with such software/application(s).

## **Billing**

The selected proposer(s) will be responsible for maintaining records and receipts for all services and submit said records and receipts to WCDSS with their monthly billings. Such billings must be submitted within fifteen (15) days of the end of each month. These records and receipts will be reviewed and verified by the WCDSS Office of Fiscal Operations prior to payment to the vendor

## **Reporting**

The selected proposer will be required to submit Performance Measurement Indicators ("PMI") reports, data and/or information including, but not necessarily limited to, statistical forms submitted in the format defined by WCDSS. Monthly performance outcomes to be reported include, and are not limited to, the following indicators:

- Number of reports requested/provided within established timeframes outlined in this RFP(monthly and annual unduplicated)
- Number of reports/responses transmitted and received after the established timeframe outlined in this RFP

The PMI reports should accompany the monthly invoices (described above) and will be due within fifteen (15) days of the end of each month. The selected proposer will be responsible for the collection, validation and maintenance of data used to evaluate program performance. WCDSS will have the right, when PMI information is not submitted, to withhold payment until such time as the PMI information is received by WCDSS.

### C.) TERM

The term of any agreement resulting from this RFP is anticipated to be one (1) year, commencing on or about **January 1, 2018**, with the County having the sole option to extend the term for up to three (3) additional one (1) year terms, at the rates indicated in the approved proposal.

### D.) PROPOSAL CONTENT

Each proposal must include the listed items below. Proposals that do not contain everything specified below and/or do not conform to the below-described guidelines for proposals will not be reviewed or considered. Please be sure to include all information requested.

- 1.) Proposer Certification (Section IV)
- 2.) Schedule D: Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
- 3.) Schedule E: Disclosure of Relationships to County
- 4.) Schedule F: Criminal Background Disclosure
- 5.) The proposer's responses to the questions outlined in **Schedule "A"**
- 6.) Price proposal, consisting of an individual Schedule "B" for **each year** of the anticipated term (i.e., year 1; year 2, which is the first option year; year 3, which is the second option year and year 4, which is the third option year).

Please be advised that proposals must conform to the following guidelines:

- 1.) Proposals **MUST** be signed with ORIGINAL SIGNATURES on ALL DOCUMENTS that require signatures. The proposal must contain a cover letter, written on the proposer's letterhead, which states the date of submission of the proposal and states the following: **"This proposal constitutes a valid, binding and continuing offer at the prices set forth in this proposal for a period of one hundred and twenty (120) days from the date of submission of this proposal."** The cover letter must be signed by a person authorized by the proposer to make a binding proposal. Proposals that lack the required statement or have an unsigned cover letter will be rejected.
- 2.) Proposals must be typed or printed in black ink. All corrections made by the proposer must be made prior to the due date for proposals, and must be initialed and dated by the proposer. No changes will be allowed after the due date for proposals.

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

### III. LEGAL

#### A.) UNDERSTANDINGS

**Please take notice**, by submission of a proposal in response to this RFP, the proposer agrees to

and understands that:

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

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the Westchester County Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP;
- To select the proposal from a responsible proposer that is most advantageous to the County and not necessarily on the basis of price or any other single factor or criterion;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law §103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the



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

## **B.) PROPOSAL EVALUATION**

In selecting a proposer with whom to commence contract negotiations, and in ultimately awarding this RFP, the County will choose the proposal from a responsible proposer that is most advantageous to the County, and otherwise in accordance with the County's Procurement Policy.

In order to determine what proposal is most advantageous, the County will evaluate all proposals on the basis of the criteria specified below, and weigh those criteria in the manner specified below. As indicated below, while the costs associated with the services will be one of the criteria, it is not the sole criterion.

**Section I (20 points out of 100)** - Demonstrated ability, qualifications, and experience in areas including, but not necessarily limited to, the following:

- Experience providing AVS.
- Experience working with agencies similar to WCDSS, including such experience working with the County, working with New York City, and/or counties of similar size to Westchester.
- The ability, qualifications, and experience of the proposer's staff.

**Section II (20 points out of 100)** - Demonstrated understanding of, and ability to provide, the services being solicited by the RFP. This includes, but is not necessarily limited to, the proposer's demonstration of the following:

- The proposer's plan and approach for providing the services solicited by this RFP.
- The proposer's plan for implementing and maintaining the processes and systems to coordinate and report services and statistics to WCDSS as needed.
- The proposer's relationships with financial institutions
- The proposer's ability/history in expanding their universe of FI that provides them with information. Please reference any increase in number of FI in proposer's universe during the previous 12 months.

**Section III (20 points out of 100)** Do the examples of the proposer's output report clearly demonstrate the following:

- Does the report provide the information requested by and outlined in this RFP
- Is the report easy to read and understand
- Does the output report format and content meet the needs of the agency as it relates to determining and/or investigating an applicant or recipient's eligibility for WCDSS benefits

**Section IV (40 points out of 100)** - Price proposal. This includes, but is not necessarily limited

to, consideration of the following:

- Reasonableness of expenses.
- Proposed expenses being consistent with what is needed to provide the services solicited by the RFP.

### **C.) CONTRACT**

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

Each proposer accepts and agrees that, if selected by the County, it will be asked to sign a contract containing the following, or language in substantially the following form:

#### **1.) INSURANCE, INDEMNIFICATION, AND DEFENSE**

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

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

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

*See: Schedule “C” to this RFP for the “Standard Insurance Provisions”.*

## 2.) NON-DISCRIMINATION

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

## 3.) COMPLIANCE WITH LAWS

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

## 4.) RECORDS

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

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

each deliverable.

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

## 5.) FUNDING AND APPROPRIATIONS

"The Contractor recognizes and acknowledges that the obligations of the County under this Agreement are subject to the County's receipt of funds (the "Funds") from the United States and New York State, and that no liability shall be incurred by the County beyond the Funds made available to the County for this Agreement. The Contractor agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said Funds or the Funds have been made available to said commissioner. Without limiting the foregoing, in the event the County makes any payment(s) hereunder in advance of receiving all or part of the Funds, if the Funds for such payment(s) is not subsequently received by the Commissioner of Finance, the Contractor shall repay to the County such payment(s).

If, for any reason, the full amount of the Funds is not paid over or made available to the County, the County may terminate this Agreement immediately or reduce the amount payable to the Contractor, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Contractor. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties also recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County

shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

#### **D.) NON-COLLUSION**

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

#### **E.) CONFLICT OF INTEREST**

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

## F.) CONTENTS OF PROPOSAL AND FREEDOM OF INFORMATION LAW

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

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

### **“NOTICE**

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

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

and

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

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

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

## G.) MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use

its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, all proposers are required to complete the questionnaire attached to this RFP as Schedule “D”.

#### **H.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

All proposers are required to submit with their proposal the Disclosure Form attached to this RFP as Schedule “E”.

#### **I.) CRIMINAL BACKGROUND DISCLOSURE**

All proposers are required to submit the Criminal Background Disclosure form attached to this RFP as Schedule “F”.

#### **J.) INDEPENDENT PRICE DETERMINATION**

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

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any proposer; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer; and
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### **IV.) PROPOSER CERTIFICATION**

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

Attorney.

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

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

\_\_\_\_\_  
Proposer Name

By: \_\_\_\_\_  
Name:  
Title:

*You Must Complete the Applicable Acknowledgement and  
Certificate of Authority Document(s), Which Are on the Pages Following This Page*



**ACKNOWLEDGMENT**

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

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

Date: \_\_\_\_\_

\_\_\_\_\_

Notary Public

**SOLE CORPORATE OFFICER ACKNOWLEDGMENT**

STATE OF NEW YORK        )  
  ss.:  
COUNTY OF                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned,  
personally appeared \_\_\_\_\_, personally known to me or

(Name of Sole Officer)

proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the  
within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and sole  
officer and director of \_\_\_\_\_, the corporation described in and which executed the

(Name of Corporation)

within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said  
corporation, and that by he/she signed the within instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

**SOLE LLC MEMBER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned,  
personally appeared \_\_\_\_\_,  
(Name of Sole Member)

on the basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity as  
Managing Member and sole member of \_\_\_\_\_,  
(Name of LLC)

the LLC described in and which executed the within instrument, and acknowledged that he/she  
owns the entire ownership interest in the LLC, and that by he/she signed the within instrument  
on behalf of said LLC.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, \_\_\_\_\_,  
(Officer other than officer signing document for the corporation)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_ a corporation duly  
(Name of Corporation)

organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing document; that \_\_\_\_\_  
(Person signing the document for the corporation)

who signed said document on behalf of the \_\_\_\_\_  
(Name of Corporation)

was, at the time of signing \_\_\_\_\_  
(Title of such person)

of the Corporation and that said document was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(LIMITED LIABILITY COMPANY)**

I, \_\_\_\_\_,  
(member or manager other than person signing the document for the LLC)

certify that I am a \_\_\_\_\_ of \_\_\_\_\_  
(member/manager) (Name of Limited Liability Company)

(the "LLC") duly organized under the Laws of the State of \_\_\_\_\_; that  
(Name of State)

\_\_\_\_\_ who signed said the document on behalf of the LLC  
(Person signing the document)

was, at the time of signing, a manager of the LLC; that said document was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

\_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(PARTNERSHIP)**

I, \_\_\_\_\_,  
(Partner other than Partner signing the document for the partnership)

certify that I am a General Partner of \_\_\_\_\_,  
(Name of Partnership)

a partnership duly organized under \_\_\_\_\_,  
(Law under which partnership is organized)

and named in the foregoing document; that \_\_\_\_\_,  
(Partner signing the document)

who signed said document on behalf of the Partnership was, at the time of signing, a General Partner of said Partnership; that said document was duly signed for and in behalf of said Partnership and as the act and deed of said proposer for the purposes therein mentioned.

\_\_\_\_\_  
(Signature)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the General Partner described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is a general partner of said Partnership; that he/she is duly authorized to execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
(LIMITED LIABILITY PARTNERSHIP)

I, \_\_\_\_\_ certify that I am a  
(Partner other than Partner signing the document for the LLP)

Partner of \_\_\_\_\_  
(Name of Limited Liability Partnership)

(the "LLP"), a partnership duly organized under \_\_\_\_\_,  
(Law under which partnership is organized)

and named in the foregoing document; that \_\_\_\_\_,  
(Partner signing the document)

who signed said document on behalf of the LLP was, at the time of signing, a Partner of said  
LLP; that said document was duly signed for and in behalf of said LLP and as the act and deed of  
said firm for the purposes therein mentioned.

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_ )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ before me, the  
undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally  
appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the  
Partner described in and who executed the above certificate, who being by me duly sworn did  
depone and say that he/she resides at \_\_\_\_\_, and he/she  
is a partner of said LLP; that he/she is duly authorized to execute said certificate on behalf of  
said LLP, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

## SCHEDULE "A"

On one or more separate sheets of paper, please answer each question listed below. Please be sure to thoroughly answer each question and provide all necessary information. However, your responses to these questions cannot exceed ten (10) pages.

- 1.) Provide the following information: the proposer's name, address, telephone number, and Federal ID number, and the name, title, e-mail address, and telephone number of the proposer's contact person.
- 2.) Describe the proposer's overall experience providing AVS services or collaborating with other organizations to provide AVS services
- 3.) Describe the proposer's ability, qualifications, and experience working with the population to be served by the services being solicited by this RFP. Please also be sure to specify such experience gained in working with the County, New York City, and/or counties of similar size to Westchester.

-Proposal must include at least THREE (3) letters of reference from similar agencies to WCDSS that the proposer has provided services to for at least the last two (2) consecutive years.

- 4.) Describe the plan and approach for providing the services solicited by this RFP.
- 5.) The vendor must detail all technical requirements including the file transfer method, file format options and encryption methods for their proposed solution.
- 6.) Describe the minimum maximum time frame in which the proposer can provide a complete AVS Report to the County.
- 7.) Include THREE (3) Sample reports that utilize a similar batch upload system as WCDSS is requesting and is outlined in this RFP

[NO FURTHER TEXT ON THIS PAGE]



**SCHEDULE B**

For the purposes of preparing your price proposal, please be advised that, based on past experience and anticipated future need, the County expects that it will request, collectively, an average of approximately 2,500-3,000 (two-thousand five hundred – three thousand) requests of AVS per month. However, there cannot be a limit on how many requests can be collectively requested and obtained each month.

Initial Term

Fee per report: \$ \_\_\_\_\_ / report

First Option Term

Fee per report: \$ \_\_\_\_\_ / report

Second Option Term

Fee per report: \$ \_\_\_\_\_ / report

Third Option Term

Fee per report: \$ \_\_\_\_\_ / report

[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
**(Contractor)**

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

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

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

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

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

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

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12,

Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

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

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

**SCHEDULE “D”**

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

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

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

- 1.) meets the following requirements:
  - a. is at least 51% owned by one or more persons of color or women;
  - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
  - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
  - d. is an enterprise authorized to do business in this state which is independently owned and operated.
  
- 2.) is a business enterprise certified as a minority business enterprise (“MBE”) or women business enterprise (“WBE”) pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
  
- 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

Contract #: \_\_\_\_\_  
Name of Contractor: \_\_\_\_\_

**SCHEDULE "E"**

**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**<sup>1</sup> 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: \_\_\_\_\_

<sup>1</sup> "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.

## SCHEDULE "F"

### CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

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

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

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

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

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

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

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

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

- a.) A conviction of a crime(s);

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<sup>1</sup> For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

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

### Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer<sup>2</sup>. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

### Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

### New Persons Subject to Disclosure

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

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*PLEASE CONTINUE TO THE*

*Criminal Background Disclosure Form and Certification*

*BEGINNING ON THE NEXT PAGE*

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<sup>2</sup> Procuring Officer” shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.



Contract #: \_\_\_\_\_  
Name of Consultant, Contractor, Lessee, or Licensee: \_\_\_\_\_

**CRIMINAL BACKGROUND DISCLOSURE**  
**FORM AND CERTIFICATION**

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

I, \_\_\_\_\_, certify that I am a principal or a  
(Name of Person Signing Below)

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

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled “REFUSED to Answer - Continued.”)

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

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

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

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

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

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

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

**It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto**

**County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.**

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

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date