

**NOTICE
REQUEST FOR PROPOSALS
FOR THE LEASE/LICENSE OF COUNTY PROPERTY
FOR WIRELESS TELECOMMUNICATIONS PURPOSES**

PROPOSAL DUE DATE: **January 31, 2012 @ 3:00 p.m.**

Interested parties may obtain the complete Request for Proposals (“RFP”) from the Westchester County website for RFPs at: www.westchestergov.com/rfp.

CONTACT PERSON:

Westchester County Department of Information Technology
Name: Adam Epstein
Email: RFP-Wireless-Site@westchestergov.com

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

REQUESTS FOR CLARIFICATION OF THIS RFP:

Requests for clarification **MUST** be written and submitted to Adam Epstein, at the above email address, **no later than January 6, 2012**. Formal written responses will be published on the County’s website at www.westchestergov.com/rfp **on or before January 20, 2012**.

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION THAT ARE PUBLISHED ON THE COUNTY’S WEBSITE.

The County reserves the right to hold a pre-proposal informational meeting. Notice of such a meeting will be posted on the above indicated website **on or before January 13, 2012**.

PROPOSAL SUBMISSION:

An original and 6 completed copies of the proposal **MUST** be received no later than **January 31, 2012 at 3:00 p.m.** at the following address:

Adam Epstein
Department of Information Technology
County of Westchester
148 Martine Avenue, Room 313
White Plains, New York 10601

**REQUEST FOR PROPOSALS
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I. INTRODUCTION

Through this Request for Proposals (“RFP”), the County of Westchester, New York (“Westchester County” or the “County”), by and through the Westchester County Department of Information Technology, is requesting proposals to lease/license County-owned property for wireless telecommunications purposes. The County is soliciting proposals from interested and qualified firms and individuals as follows:

- A. Existing County-Owned Wireless Telecommunications Sites** - for the potential lease/license of County-owned property for the installation of cell/radio antennas, transmitters, and/or other related equipment at existing County-owned wireless telecommunications sites, but only if such existing County-owned wireless telecommunications sites are determined by the County to have surplus capacity and/or which is not required for County use. A list of existing County-owned Wireless Telecommunications Sites will be made available upon request to the County Contact Person listed in the Notice.

- B. County-Owned Property Not Currently Being Used For Wireless Telecommunications Purposes** - for the potential lease/license of County-owned property for the development/installation of cell/radio towers, antennas, transmitters, and/or other related equipment at any County-owned property not currently being used for wireless telecommunications purposes where such property is not required for County use and the proposed use would not be inconsistent with the property’s public purpose.

The purpose of soliciting proposals is to generate revenue. The County is open to creative and innovative proposals regarding the development and utilization of County-owned property for these purposes within the legal and policy constraints set forth herein and as may be further delineated by the County.

II. RFP PROCESS

A. Preliminary Proposal

Proposers are asked to submit preliminary proposals consistent with Section I(A) or I(B) above. In addition to the requirements contained in Article VII of this RFP, preliminary proposals must also include a preliminary description of any equipment or structures proposed for installation at the site. The County intends to undertake an evaluation of the preliminary proposals submitted pursuant to this RFP, and may at its sole discretion, identify preliminary proposals that it wishes to further consider.

B. Detailed Design Proposal

After review of the preliminary proposals submitted pursuant to the above paragraph, the County will identify successful preliminary proposals. Those proposers will then be asked to submit detailed design proposals for consideration by the County. Detailed design proposals shall at a minimum include a completed copy of the County's Radio Site Application Form, and may, at the County's sole discretion, also include:

- A radio frequency interference analysis
- A radio frequency radiation safety analysis
- A tower structural analysis
- Site plan drawing(s) showing the location and details of any proposed tower or shelter, or a floor plan drawing(s) indicating the location of proposed equipment within a shelter
- Drawing(s) showing the location and details of proposed antenna system components
- Detailed specifications for all proposed towers, shelters, antennas, and electronic equipment

It is anticipated that successful preliminary proposers identified by the County will need to communicate with County radio engineering and other staff in order to be able to prepare detailed design proposals, and arrangements to do so will be made as needed.

C. Final Negotiations

The County, in its sole discretion, after review of the detailed design proposals, may select one or more entities to be a party to a lease/license agreement with the County (the "successful proposer(s)"). The successful proposer(s) will then be responsible for, among other things, financing, construction, facility leasing/licensing, operation and maintenance of specific site equipment and infrastructure and all real property taxes, as may be appropriate for the type of project proposed. Such items will be the subject of a contract with the County.

III. CONTRACT

a. After selection of a successful proposer(s), and following contract negotiations, a formal written contract will be prepared by the County and will not be binding until signed by both parties and approved by the Westchester County Board of Legislators, if necessary, the County Parks Board, if necessary and 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 EITHER THESE BOARDS FOR CONTRACT APPROVAL. SAID BOARDS HAVE THE RIGHT TO REJECT ANY RECOMMENDATION.**

The County anticipates that the agreement will take the form of a license, but understands that certain proposals may need to be in the form of a lease in order for successful proposer(s) to secure financing.

A sample form of license agreement is available upon request for review. This standard form agreement includes provisions designed to ensure that a tenant does not interfere with County operations.

b. Successful proposers will be required as part of the contract to provide insurance and indemnification as follows:

“The Licensee agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “A” entitled "Standard Insurance Provisions". In addition to, and not in limitation of the insurance provisions contained in Schedule “A”, the Licensee agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss (i) arising directly or indirectly out of the performance or failure to perform hereunder by the Licensee or third parties under the direction or control of the Licensee and (ii) associated with any costs, expenses, losses or financial/legal risks resulting from the transaction undertaken herein; 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.”

Note: these same provisions are also applicable to a lease arrangement. SCHEDULE “A” is attached hereto.

c. The property will be leased/licensed to the successful proposer(s) in ‘as-is’ condition. Under the terms of the agreement, the successful proposer(s) will be solely responsible for conducting its own due diligence and shall not rely on any engineering studies prepared for the County and/or any County departments. The successful proposer(s) will also be solely responsible for the construction of all improvements and for their continued repair and maintenance of the proposer’s licensed or leased premises during the agreement term. The County will require the successful proposer(s) to establish a funding mechanism to provide funds sufficient for all future maintenance and repairs during the agreement term.

d. A successful proposer, as part of an agreement with the County, will be required to agree that it shall not cause interference with existing or future municipal communications equipment of the County or to other licensees of the County or the residents of the County. If equipment causes interference the County will require the interference to be corrected or eliminated immediately.

e. For County-owned property other than Parkland (except Glen Island Casino and Scotti Field) if an agreement is in the form of a lease, any such lease will require the approval of the Westchester County Board of Legislators. The Laws of Westchester County, Section 104.11(5)(b), specifically provide that the County, upon approval of two-thirds of the legislative body, may enter into a lease of County-owned property for a term in excess of 5 years but not exceeding 30 years. Once these legislative approvals are in place, it will be necessary to obtain the approval of the Westchester County Board of Acquisition and Contract as a condition precedent to the execution of the lease. Note there are no provisions in the Laws of Westchester County for leasing parkland for more than 5 years (except for Glen Island Casino and Scotti Field) and if such a lease is proposed, in addition to parkland alienation mentioned above, an amendment to the Laws of Westchester County would be required.

f. Under the terms of the agreement, the successful proposer(s) will be responsible for all costs, expenses and obligations of every kind relating to the licensed or leased premises which may arise or become due during the term of the agreement, including, but not limited to, any and all real property assessments or taxes, and utilities, including water, gas, sewer, electric, telephone service or other utility charges. Successful proposer(s) shall pay any such costs without set-off and successful proposer(s) will be obligated to indemnify the County against such costs, expenses and obligations.

g. All proposals, and any resulting contracts, are subject to the provisions of applicable federal, state and county laws, rules, regulations, ordinances and codes, including but not limited to local laws governing use of County lands. See, e.g., § 712.311 *et seq.* and §765.351 *et seq.* of the Laws of Westchester County governing the preservation of trees, shrubs and grass on County property and in County parks.

IV. CONSIDERATIONS

The following are considerations that the County has determined all proposers should be aware of when submitting a proposal to lease/license County-owned property for wireless telecommunications purposes.

A. Cost Considerations

The successful proposer(s) will be responsible for all costs, expenses, losses or financial/legal risk related to the proposed lease or license. The proposers should structure their proposals to ensure that there are no costs, expenses, losses or financial/legal risk to the County as a result of the transaction proposed and it should be noted that any agreement will contain provisions holding the County harmless from same. An exception to this principal may arise where the County is responsible for structural repairs to its real property and the costs, expenses or risks are not the result of the negligence, recklessness, or willful misconduct of the licensee/lessee or in instances where the County expressly agrees to accept the costs, expenses or risks in writing as part of a written license or lease, subject to all necessary legal approvals.

B. Priority of Public Sector Radio Site Resources

It is anticipated that the successful proposers will have to communicate with County radio engineering staff and other staff as necessary in order to better understand the value and scarcity of radio site resources. The County will give priority to the radio sites needed for continued reliable operation of critical public sector land-mobile and other wireless telecommunication systems that first responders and other government personnel use to ensure safety of life and property and enable delivery of vital services to the citizens of Westchester County.

C. Parkland Alienation

Should proposers wish to propose locating sites on County parkland, proposers should be aware that all parks in Westchester County are dedicated parkland pursuant to New York State Law. The Courts in New York have consistently held that dedicated parkland is impressed with a public trust. Generally, once a park is created, it can only be used for park purposes, and additionally, it cannot be alienated without the approval of the New York State Legislature. Parkland alienation occurs when a municipality wishes to sell, lease or discontinue parkland. If a proposal is submitted to the County that requires an alienation of parkland in order to accomplish the proposed use, the County, in its sole discretion, may determine whether or not to pursue a request to alienate the land. An alienation of parkland would require a Home Rule request by the County Board of Legislators and is subject to the approval of the New York State Legislature.

An outline of the process prepared by the New York State Office of Parks, Recreation and Historic Preservation can be downloaded at:

<http://nysparks.state.ny.us/publications/documents/AlienationHandbook.pdf>.

As noted in the state handbook, the State Legislature generally requires replacement parkland or capital improvements as a precondition for permission to alienate the parkland. In past alienation legislation for parkland leases, the value of the replacement parkland or capital improvements has been the fair market value of lease.

V. ENVIRONMENTAL REVIEW AND PERMITTING

The successful proposer(s) will be responsible for securing all necessary Federal, State, County and local permits, licenses, and approvals required to carry out the proposed activity, including, but not limited to, obtaining any and all approvals that the Federal Communications Commission may require. The County may require the prior review and approval of any and all permit/license/approval filings by the successful proposer(s).

The successful proposer(s) shall be responsible for conducting the necessary environmental review. Lease/License agreements cannot be executed until the requisite environmental review process has been completed, including an environmental review in accordance with the New York State Environmental Quality Review Act ("SEQRA"). Successful proposer(s) shall be responsible for all costs associated with this review.

The County reserves the right to submit any required environmental review/permit filings on

behalf of, or jointly with, the successful proposer(s). Any project-related mitigation required as a result of this process will be the responsibility of the successful proposer(s). County staff will provide assistance and guidance to the successful proposer(s) to the extent practical.

VI. ZONING

The successful proposer(s) shall be solely responsible for compliance with all applicable local zoning, site plan approval and similar land use requirements.

VII. PROPOSAL REQUIREMENTS

PACKAGES MUST BE MARKED:

**“REQUEST FOR PROPOSALS
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FOR WIRELESS TELECOMMUNICATIONS PURPOSES”**

1. The proposal must include the following information:
 - a. Provide a detailed narrative of how the County’s purposes for this RFP will be accomplished. Supply satisfactory evidence to fully demonstrate ability and experience in this line of work. Include the following details, if appropriate to the proposal:
 - (i) Location;
 - (ii) Dimensions of the parcel required;
 - (iii)Stealthing or camouflaging techniques;
 - (iv)Egress and ingress needs to the site; and
 - (v) Shape and size (monopole/flagpole, height of structure, etc.)
 - b. Identify all participants in the successful proposer’s development team including those members responsible for the site design, engineering, environmental and permitting, legal and financial analysis, and community relations, as well as investors and proposed lending institutions. Submit an organization chart showing all team members, the responsibility of each team member, and the proposed interrelationships of the team with the County during the design, development and operation of the project. This information should include, but not be limited to, company profiles of firms on the proposed team and individual resumes of key personnel who would be assigned to the project.
 - c. Identify any potential conflicts that the individual team members or firms may have because of current or prior relations with the County or County-related boards, officials or officers. The County reserves the right, in its sole discretion,

to request additional information on potential conflicts of interest and to limit or prohibit the participation of any team member or firm due to any such conflict of interest.

- d. The fee proposal must be included as part of the response to this RFP. Failure to include the fee proposal amount with the proposal shall disqualify the proposal.

2. Proposals must summarize relevant projects undertaken by the proposer and other members of the development team that exhibit characteristics similar to those sought pursuant to this RFP, including a description of the site, financing, development program, tenants, development team, key technical and regulatory issues that were resolved, and a summary of the development schedule from initiation to completion. Additional relevant projects may also be presented.

3. Proposers shall submit at least three (3) references that can specifically address the capability to undertake similar projects. References should include names, titles, addresses, telephone numbers, fax numbers, and email addresses and a brief description of the relationship to the development entity in regard to previous experience.

4. Proposers shall provide evidence of the proposer's financial capability to undertake and complete the proposed development/installation and use as set forth herein and fulfill the financial terms proposed. Inclusion of one or more bank or equivalent references is desirable.

5. Proposals must include a statement of the proposed development program, including a detailed description of the facilities that the proposer will develop on County property.

6. Proposals must be submitted on the proposer's letterhead or standard proposal form and signed by an authorized representative of the proposer. Telephone or facsimile proposals will not be accepted.

7. The proposal cover letter must be signed by a person authorized by the proposer to make a binding proposal must set forth that that "this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of ninety (90) days from the deadline for acceptance of proposals as set forth herein."

8. Proposal must be typed or printed in black ink. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.

9. Proposals delivered prior to the deadline shall be secured unopened so long as the package is properly marked as set forth above. Late proposals will not be accepted.

10. Proposals MUST be signed. Unsigned proposals will be rejected.

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

12. 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.

VIII. EVALUATION CRITERIA

The following criteria will be used to evaluate proposals:

- Responsiveness to the RFP.
- Ability to secure financing.
- Demonstrated capability with projects of similar scope or similar facilities in a similar setting.
- Demonstrated understanding of and experience with specific federal, state and/or local regulatory requirements and potential strategies for achieving necessary approvals.
- Qualifications of the development team members.
- Demonstrated capability in project design and sensitivity to environmental issues.
- Price proposal that demonstrates the potential financial benefit to Westchester County.

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

IX. LEGAL UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, proposing entity agrees to and understands:

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

elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the Westchester County Attorney.

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

X. 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.

XI. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

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

- a) insert the following notice in the front of its proposal:

“NOTICE

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

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

and

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

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

XII. 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, the County asks Proposers to complete the questionnaire attached hereto as SCHEDULE “B”

XIII. DISCLOSURE FORM

To avoid conflicts of interest and the appearance of impropriety, the Proposer shall be required to complete the Disclosure Form attached hereto as SCHEDULE “C”.

XIV. CRIMINAL DISCLOSURE FORM

Successful proposer(s) agree to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as SCHEDULE “D” through “D-5” which is hereby incorporated by reference.

XV. 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 an agreement with the County of Westchester. 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 either the Westchester County Board of Legislators and/or the 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 agreement that may be entered into.

PROPOSER: _____

By: _____
Name

Title

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

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

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

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

(Signature)

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

On the _____ day of _____ in the year 2012 before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

**CERTIFICATE OF AUTHORITY
(PARTNERSHIP)**

I, _____,
(Partner other than Partner signing contract)

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

a partnership duly organized under _____,
(Law under which partnership is organized)

and named in the foregoing Agreement; that _____,
(Partner Executing Agreement)

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

(Signature)

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

On this _____ day of _____, in the year 2012 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 Agreement)

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 Agreement; that _____,
(Partner Executing Agreement)

who signed said Agreement on behalf of the LLP was, at the time of execution, a Partner of said LLP; that said Agreement 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 NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, in the year 2012 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 depose 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
Date

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(Licensee/Lessee)**

1. Prior to commencing work, the Licensee/Lessee 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 Licensee/Lessee 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 Licensee/Lessee 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 Licensee/Lessee 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 Licensee/Lessee to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Licensee/Lessee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Licensee/Lessee 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 Licensee/Lessee until such time as the Licensee/Lessee shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Licensee/Lessee 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 (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).

(a) Employer's Liability with minimum limit of \$100,000.00.

(b) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Products and Completed Operations.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

(e) Owners Protective Liability Policy naming the County as insured, with a minimum limit of liability per occurrence of \$3,000,000.

3. All policies of the Licensee/Lessee shall be endorsed to contain the following clauses:

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

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

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

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

SCHEDULE “B”

**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 Licensee: _____

SCHEDULE "C"

LICENSEE
CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following "Persons Subject to Disclosure" (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(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, Sublessees 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.

If any of the above mentioned Persons Subject to Disclosure has either one of the following:

(a) A conviction 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);

(b) A pending criminal proceeding for a crime(s) as defined above; or

(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure 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 Subject to Disclosure 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, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Accordingly, the Licensee is required to review these Instructions and complete Schedule “C-1” as well as any other applicable criminal disclosure forms (i.e., “Schedules C-2” through “C- 5,” together with “C-1,” collectively referred to as “Disclosure Forms”).

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons 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 this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Licensee shall notify the Procuring Officer¹ in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Licensee is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Licensee and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

If the Procuring Officer determines that the Licensee is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Licensee in writing, and the appropriate Disclosure Forms shall be required.

¹ “Procuring Officer” shall mean the head of the department or the individual(s) 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.

It shall be the Licensee's duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Licensee to submit a completed Certification Form annexed hereto as Schedule "C-1," which certifies that the Licensee and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Licensee or any Person Subject to Disclosure (also referred to as "Person") affirmatively advise that they have been convicted of a crime said Person shall be identified in Schedule "C-2" and shall complete Schedule "C-3," entitled, "Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime."

Should the Licensee or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Schedule "C-2" and shall complete the form annexed hereto as Schedule "C-4," entitled, "Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges."

Should the Licensee or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed in Schedule "C-5."

It shall be the duty of the Licensee to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Licensee to assure that all of their proposed Sublicensees complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Licensee needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Licensee.

The Licensee shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.**

THE LICENSEE HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY UPDATES TO THE COUNTY AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 1-2008.

Any failure by the Licensee to comply with the disclosure requirements of Executive Order 1–2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County a material breach by the Licensee and shall be grounds for immediate termination of this Agreement by the County.

Contract # _____

Name of Licensee/Sublicensee _____

SCHEDULE "C-1"

LICENSEE AND ALL PERSONS SUBJECT TO DISCLOSURE² CERTIFICATION FORM

IF THIS FORM IS COMPLETED BY A SUBLICENSEE CHECK HERE³ _____

I, _____,
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW)

_____ a principal of the Licensee & authorized to execute this Certification Form;

_____ a representative of the Licensee & authorized to execute this Certification Form;

(CHECK APPLICABLE RESPONSES FOR SECTIONS A AND B BELOW)

A. PRINCIPAL/REPRESENTATIVE/LICENSEE DISCLOSURE

I am a principal or a representative of the Licensee authorized to execute this Certification Form and based upon my own personal knowledge or having made all necessary efforts to obtain the facts my answers to the questions below are as follows:

1) Have you or the Licensee 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?

_____ Yes _____ No

2) Are you or the Licensee 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)?

_____ Yes _____ No

B. PERSONS SUBJECT TO DISCLOSURE

² Persons Subject to Disclosure are identified and defined in Schedule "F," pursuant to Executive Order 1-2008.

³ If this Certification Form is being completed by a Sublicensee, please consider all references to "Licensee" to mean "Sublicensee."

I hereby certify that all of the Persons Subject to Disclosure, as previously defined under this Contract that will or are intended to provide services, work or intended to be on County property under this Contract have been asked the following questions and their responses are as follows:

1) Have you 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?

_____Yes

_____No

2) Are you 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)?

_____Yes

_____No

If the answer is “yes,” to any of the questions in Sections “A,” or “B” above, please list the names and titles of all such Persons in Schedule “C-2.”

In addition, the Persons identified in Schedule “C-2” must complete Schedule “C-3” or “C-4.”

Schedule “C-3” must be completed by those Persons who have previously been convicted of a crime.

Schedule “C-4” is provided for those Persons who are subject to pending criminal charges.

If a Person refuses to answer any of the questions in Sections “A” or “B” above, the name and title of said Person shall be listed in Schedule “C-5.”

LICENSEE CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Licensee shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Licensee has a continuing obligation to maintain the accuracy of the Disclosure Forms 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

**** ATTENTION****

**IF YOU HAVE ANSWERED “NO” TO
ALL OF THE QUESTIONS
CONTAINED IN SCHEDULE “C-1,”
PLEASE DISREGARD ALL OF THE
FORMS LOCATED AFTER THIS
PAGE.**

Contract # _____

Name of Licensee/Sublicensee _____

SCHEDULE "C-2"⁴

**NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE
THAT ANSWERED "YES" TO ANY QUESTION IN SCHEDULE "C-1"**

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Note: If more names and titles must be added, please attach a separate page entitled, "Schedule C-2 Continued."

LICENSEE CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Licensee shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Licensee has a continuing obligation to maintain the accuracy of the Disclosure Forms 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 and Date:

Notary Public

Contract # _____

Name of Licensee/Sublicensee _____

⁴ If this Certification Form is being completed by a Sublicensee, please consider all references to "Licensee" to mean "Sublicensee."

SCHEDULE "C-3"

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO HAVE BEEN CONVICTED OF A CRIME**

The conviction of a crime will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the prior conviction(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to License)

- 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.

I certify that this information is correct and complete. 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 employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form 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.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:

Title:

Date:

Notary Public

Date

Contract # _____

Name of Licensee/Sublicensee _____

SCHEDULE “C-4”

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO ARE SUBJECT TO PENDING CRIMINAL CHARGES**

A pending criminal charge will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the pending charge(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to License)

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 certify that this information is correct and complete. 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 employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form 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.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:

Title:

Date:

Notary Public

Date

SCHEDULE "C-5"⁵

⁵ If this Certification Form is being completed by a Sublicensee, please consider all references to "Licensee" to mean "Sublicensee."

PERSONS THAT REFUSED TO ANSWER

Please list the names and titles of each Person that refused to answer any of the questions in "Schedule C-1."

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

LICENSEE CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Licensee shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Licensee has a continuing obligation to maintain the accuracy of the Disclosure Forms 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

SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details: _____

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

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

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

2. Do any officers or employees of the County have an **interest** in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

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

Name:

Title:

Date: