

**INVITATION TO SUBMIT PROPOSALS
FOR THE PROVISION OF

FOOD AND REFRESHMENT SERVICES
FOR

THE WESTCHESTER COUNTY DEPARTMENT
OF PARKS, RECREATION AND CONSERVATION

AT SAXON WOODS PARK
1800 MAMARONECK ROAD
WHITE PLAINS NY 10553**

PROPOSAL DUE DATE: FEBRUARY 20, 2012 @ 2 P.M.

Interested parties may obtain the complete Request for Proposals (“RFP”), including application, from the Westchester County website for RFPs at <http://rfp.westchestergov.com/rfp/rfps.jsp> and the website of the Westchester County Department of Parks, Recreation and Conservation at www.westchestergov.com/parks.

Department of Parks, Recreation and Conservation Contact

Mr. John Condon, Director of Concessions
Westchester County Department of Parks, Recreation and Conservation
25 Moore Avenue
Mt. Kisco, New York 10549
Phone: (914) 864-7020
Email: jmcc@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.

An original and six (6) completed copies of the proposal MUST be received no later than February 20, 2012 at 2:00 p.m. at the following address:

Mr. John Condon, Director of Concessions
Westchester County Department of Parks, Recreation and Conservation
25 Moore Avenue
Mt. Kisco, New York 10549

REQUEST FOR PROPOSALS

WESTCHESTER COUNTY DEPARTMENT OF PARKS, RECREATION AND CONSERVATION

I. INTRODUCTION

The Westchester Department of Parks, Recreation and Conservation (the "Department") invites proposals from qualified contractors to provide food and refreshment services for Saxon Woods Park located at 1800 Mamaroneck Road, Mamaroneck, NY 10533 , for the period May 1, 2012, through December 31, 2016, with the sole option of the County of Westchester ("the County") to renew the agreement for an additional term of five years.

The intent of this Request For Proposals ("RFP") is to seek out and select a contractor who will provide high quality service at reasonable prices for patrons at Saxon Woods Park with an emphasis on customer service.

An original and six (6) completed copies of the proposal MUST be received no later than February 20, 2012, at 2 p.m. at the following address:

Mr. John Condon, Director of Concessions
Westchester County Department of Parks, Recreation and Conservation
25 Moore Avenue
Mt. Kisco, New York 10549

The Department of Parks, Recreation and Conservation is not responsible for any internal or external delivery delays which may cause the RFP to arrive beyond the deadline. An original plus six copies of the proposal must be submitted. No materials will be accepted after the deadline.

The successful proposer will be required to furnish a Security Deposit as specified in Section XI of the RFP.

There will be a pre-proposal meeting at Saxon Woods Park Pool Area on February 8, 2012, as noted in Section VIII of this RFP.

An evaluation committee comprised of appropriate personnel from the Department of Parks, Recreation and Conservation and other County departments will review the proposals and may, if necessary, conduct interviews with one or more of the qualified proposers as part of the final selection process.

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

While the County reserves the right to negotiate with any and all proposers regarding the information which is requested in this RFP, each proposer must provide all information as requested to be considered and may be disqualified for failure to submit any required attachment/exhibit, or for submitting incomplete or non-responsive information, exhibits or attachments. Any such negotiations will occur subsequent to review and certification of proposals as fully complete and responsive.

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
FOOD AND REFRESHMENT SERVICES FOR THE
WESTCHESTER COUNTY DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION
AT SAXON WOODS PARK**

I. SCOPE OF WORK

The Westchester County Department of Parks, Recreation and Conservation (the “Department”) is soliciting proposals from interested and qualified contractors and individuals to provide food and refreshment service at the concession stand at Saxon Woods Park which is located at 1800 Mamaroneck Road, White Plains NY 10553

The successful proposer will pay to the County of Westchester a license fee, pursuant to Schedule B-1. The food and refreshment service consists of a concession stand of approximately 1,500 square feet and approximately 400 square feet of patio area. From these locations, patrons are served food, beverages and snacks.

The successful proposer will also provide the necessary equipment to operate the concession and provide trained and experienced staff. The successful proposer shall be in charge of food and refreshment service at the licensed premises at Saxon Woods Park only. This concession does not include the mini-golf concession which is operated under a separate agreement.

Food and Beverage Concession - Summary of Responsibilities

- Provide food and beverage services in accordance with quality standards which shall be determined at the sole discretion of the Commissioner of the Department, or her designee, in conformance with generally accepted professional standards.
- Provide patrons with high quality food and beverage services on a daily basis, at reasonable prices, all prices subject to the prior approval of the Commissioner.
- Provide food and beverage services in a professional, clean and efficient manner, and in compliance with all Department of Health standards, as well as the standards of the Department.
- Provide adequate, trained staff to manage the operation and provide excellent service to patrons.
- Provide courteous and efficient service emphasizing customer satisfaction for special events by minimizing waiting times for food and beverages, complying with park schedule and providing adequate coverage for both the concession stand during the entire season.
- Concession operator is responsible to have the hood cleaned professionally cleaned no later than June 15th of each year of the agreement or sooner if directed by the Commissioner or her designee.
- Concession operator is responsible to maintain the ansul system which shall be inspected no later than June 15th of each year of the agreement.
- **Provide license fee to the County as a privilege of providing these services.**

- Clean all public areas inside the concession stand, including but not limited to storage area, food preparation area, and a radius of 15 feet around the concession area. The area in front of the concession area shall be power washed weekly from June through September or at other times if directed by the Commissioner or her designee.

II. PROPOSAL EVALUATION:

The County shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. 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.

Proposal Evaluation Criteria:

1. Direct experience providing the services requested by this RFP; including professional qualifications, years of experience, type of experience personal background, and resume(s) of the individuals who will provide services pursuant to this RFP;
3. License fee proposal for services;
4. Value of capital (permanent) improvements to the concession;
4. Quality, variety and value of services including menu and prices;
5. A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP;

Proposers are requested to respond to the above as set forth in **SCHEDULE "D."**

III. CONTRACT TERM

The term of any ensuing agreement will be for a period from May 1, 2012 through December 31, 2016, with the sole option of the County to extend the contract for an additional period of five (5) years.

IV. 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 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 evaluation criteria;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals 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.

V. PROPOSAL REQUIREMENTS

PACKAGES MUST BE MARKED: “**REQUEST FOR PROPOSAL FOR FOOD AND BEVERAGE CONCESSION AT SAXON WOODS PARK**”

- 1) The proposal must include the following information:
 - a. Scope of work to be performed. Provide a detailed narrative of how the County’s scope would be performed.
 - b. Identification of Key Personnel. Identify and provide background information on the key personnel who would provide services to the County. The proposal must include the professional qualifications and experience of these individuals.

c. Information to be supplied to the proposer. List the information that is not provided in the RFP that is necessary for the County to provide to you in order to complete the scope of work.

d. Proposed License Fee. The percentage license fee to be provided to the County proposed for these services shall be indicated as part of the proposal. Failure to include the license fee proposal amount with the proposal shall disqualify the proposal.

e. Experience: The Proposal should list the proposer's:

- Experience providing the services requested by this RFP
- Membership in appropriate professional organizations.
- Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.

***Please note that Proposers are required to have five (5) years continuous experience as an owner or operator of restaurant, snack bar or similar food service business with annual gross sales in excess of \$120,000.**

f. Business Plan

This section shall describe the proposer's approach and plan for accomplishing the work outlined in the RFP. These plans and approaches should be described in sufficient detail to permit the County to evaluate them fairly and with a minimum of possible misinterpretation. Further, the proposer should describe the effort and skills necessary to operate the business. The plan should be described in sufficient detail to permit the County to evaluate it fairly in relation to all other proposals with a minimum of possible misinterpretation.

The business plan is a comprehensive description of the planned mode of operation and use of the premises with emphasis on safety, service to the public and cash controls. This plan must include, but not be limited to the following:

The proposer's plan for operating the facility and accomplishing the work and requirements set forth in the RFP.

The proposer's plan to offer quality products and service to the public.

Organizational chart.

Number of employees and their relevant qualifications.

Cash and inventory control procedures.

Estimated gross revenue for each year of the license broken out according to revenue obtained from the food concession operation.

Estimated operating costs for each year of the license.

Proposed hours of operation.

A complete listing of all fees to be charged during the term of the agreement

A complete listing of all capital improvements including estimated costs, length of time to complete and impact on the facility.

Marketing and promotion plan.

Equipment and furnishings (describe the equipment and furnishings the proposer will provide

for the operation of the facility).

A complete menu including prices for all items to be sold.

Please note the minimum requirements specified in Section V (e).

- 2) 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.
- 3) The proposal cover letter 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 sixty (60) days from the deadline for acceptance of proposals as set forth herein."
- 4) An original and six (6) completed copies of the proposal **MUST** be received no later than February 20, 2012, at 2 p.m., at the following address:

Mr. John Condon, Director of Concessions
Westchester County Department of Parks, Recreation and Conservation
25 Moore Avenue
Mt. Kisco, New York 10549

- 5) 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.
- 6) 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.
- 7) Requests for clarification of this RFP **MUST** be written and submitted to John Condon, Director of Concessions, Westchester County Department of Parks, Recreation and Conservation, 25 Moore Avenue, Mt. Kisco, New York, 10549 no later than 2 p.m., on February 9, 2012. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.**
- 8) Proposals **MUST** be signed. Unsigned proposals will be rejected.
- 9) Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- 10) 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.

VI. 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.

VII. 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.

VIII. PRE-PROPOSAL CONFERENCE

Attendance at the pre-proposal conference is not mandatory. This information session presents an opportunity for the proposer to clarify any concerns regarding proposal requirements. The proposer is cautioned that, although the proposal conference is optional, no modification or changes will be allowed in the pricing because of the failure of the proposer to have attended the conference. The conference is scheduled for February 8, 2012 at 10:00 AM. at Saxon Woods Park, 1800 Mamaroneck Road, White Plains NY 10553

IX. REFERENCES

The proposer shall provide a profile on **SCHEDULE "D"** which, at a minimum includes the following items:

- a. Proposer's legal name
- b. Address
- c. Year company was founded
- d. Total number of employees in organization

References: Indicate three (3) current client references for similar services, include

- 1) Client Name
- 2) Client Address
- 3) Contact Name, Title and Telephone Number
- 4) Description of Services

X. INDEMNIFICATION AND INSURANCE

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

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

If the proposer is awarded the contract, the County of Westchester and the contractor shall be named as insured on all policies obtained by the contractor and Certificates of Insurance shall be furnished to the County of Westchester by the contractor. (See **SCHEDULE "D"**)

General liability and workers' compensation insurance are required for this contract, and the County of Westchester must be listed as an additional insured for all policies. If another use is contemplated, the Director of Risk Management may require other insurance depending on the intended activity.

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

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

XI. SECURITY DEPOSIT

The successful proposer will, at or before the execution of the resulting agreement, furnish to the County a security deposit in the form of a certified bank check in the sum equal to \$10,000 as security for faithful performance and non-negligent performance of the agreement.

XII. NON-DISCRIMINATION/EQUAL OPPORTUNITY

The successful proposer shall comply with all local, state and federal laws and regulations pertaining to nondiscrimination and equal opportunity in the areas of employment, subcontracting, and use of the County's facilities.

XIII. ASSIGNMENT

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

XIV. INDEPENDENT CONTRACTOR

The successful proposer and its employees will operate as an independent contractor and are not considered to be County employees.

XV. SIGNS

The successful proposer shall not place any sign or advertisement upon any property of the County under any contract or agreement, which may result from this proposal without written approval by the Commissioner of the Department.

XVI. PRICES

The Proposer warrants that all services and/or merchandise shall be made available to the public at commercially reasonable prices for comparable facilities within the County of Westchester and further warrants that such goods shall be of first quality and fit for the particular use intended. The Proposer shall submit to the Commissioner for approval, a schedule containing the services to be offered for sale and the prices to be charged therefor, and the Proposer may not offer any item for sale unless and until the list of items therefor have received the prior approval of the Commissioner. Current prices are attached to this RFP as Attachment "C-4."

XVII. HOURS AND DAYS OF OPERATION

Saxon Woods Park is generally open continuously from mid-June through Labor Day. The hours, opening and closing are from 11am – 6pm through August 15, 2012 and 12:00 pm to 6:00 pm from August 16, 2012 through Labor Day. The hours of operation may be changed by the Commissioner.

XVIII. COMPLIANCE WITH LAW

The successful proposer shall comply with all applicable local, state and federal laws and regulations at its sole cost and expense. Neither the successful proposer, nor any person acting on behalf of the successful proposer, shall discriminate against any individual on the basis of race, color, creed, gender, marital status, country of origin, physical disability, genetic predisposition or carrier status in connection with the operation of the agreement or the use of any County facilities. The successful proposer shall, at its sole cost and expense, procure and maintain in full force and effect for the term of the resulting contract, all permits, licenses and approvals from all applicable governmental authorities. The successful proposer shall comply, at its sole cost, with all applicable federal, state and local laws,

rules, regulations and orders including, but not limited to the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, State and Municipal health and sanitation regulations, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York, the Occupational Health and Safety Administration (OSHA), the Public Health Law, the Westchester County Sanitary Code, and all amendments and additions thereto.

XIX. 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.

XX. CONFLICT OF INTEREST

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

XXI. MBE/WBE

Pursuant to Local Law No. 27-1997, 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 "F."**

XXII. MACBRIDE PRINCIPLES

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as **SCHEDULE "G."** Therefore, the County asks Proposers to complete the certification attached hereto as **SCHEDULE "G."**

XXIII. RELATIONSHIPS TO COUNTY

Proposers are required to complete the questionnaire entitled "Required Disclosure of Relationships to County" attached hereto as **SCHEDULE "H."** In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised "Required Disclosure of Relationships to County" form to the County within ten (10) business days of such event.

XXIV. CRIMINAL BACKGROUND INFORMATION

Pursuant to Executive Order No. 1-2008, the County shall have the right to bar any contractor, consultant, licensee or lessee 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 or 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 from providing work or services to the County or from being on County property if any of the above mentioned persons 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 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, 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).

Proposers that are awarded a contract shall be required to submit a Certification Form and any additional applicable criminal disclosure forms as attached hereto as **SCHEDULE "I"** along with the executed contract. Notwithstanding the above, a proposer may qualify for an exemption from Executive Order 1-2008 if: (i) the County has already conducted a background check and issued a security clearance that is in full force and effect for those persons; or (ii) if 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 the agreement that is sought by this RFP and the same is in full force and effect.

Attached hereto for informational purposes is **SCHEDULE "I,"** which the successful proposer will be required to complete at the time of contract execution.

SCHEDULE "A"
Proposer Certification

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 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 and Title

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

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 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
Date

CERTIFICATE OF AUTHORITY-LIMITED LIABILITY COMPANY

I, _____,
(member or manager other than person executing the agreement)

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 Agreement on behalf of the LLC
(Person Executing Agreement)

was, at the time of execution, a manager of the LLC; that said Agreement 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.

Date: _____

Notary Public

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 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

Schedule "C"

FEE PROPOSAL

The fee proposed shall be an annual guaranteed minimum fee **or** a per capital fee based on number of bathing tickets sold, whichever is greater.

The County reserves the right to negotiate with any/all proposers regardless of the fee offered.

Proposed fees shall be submitted for each year of the term of the License; the license fees for the option period will be negotiated.

ATTACHMENT "C-1"

Fee Proposal

Food and Beverage Concession at Saxon Woods Park:

The Annual Minimum License Fee Can Be No Less Than \$30,000

| <u>Period</u> | <u>License Fee</u> |
|----------------------|---------------------------|
| 2012 | \$ _____ |
| 2013 | \$ _____ |
| 2014 | \$ _____ |
| 2015 | \$ _____ |
| 2016 | \$ _____ |

Signature of Proposer _____

Typed or Printed Name of Proposer _____

Typed or Printed Name of Organization _____

Typed or Printed Address of Organization _____

Typed or Printed Phone Number _____

Failure to provide all such information requested herein may constitute grounds for disqualification.

ATTACHMENT "C-2"

Fee Proposal

Food and Beverage Concession at Saxon Woods Park:

Per Capita Fee Proposal

Food and Beverage Concession at Saxon Woods Park:

The Annual Per Capita License Fee Can Be No Less Than \$0.58 per Bathing Ticket Sold

| <u>Period</u> | <u>License Fee</u> |
|----------------------|---------------------------|
| 2012 | \$ _____ |
| 2013 | \$ _____ |
| 2014 | \$ _____ |
| 2015 | \$ _____ |
| 2016 | \$ _____ |

Failure to provide all such information requested herein may constitute grounds for disqualification.

ATTACHMENT "C-3"

Financial Information

Year **Reported Annual Sales**

| | |
|------|--------------|
| 2007 | \$124,750.00 |
| 2008 | \$119,650.00 |
| 2009 | \$118,575.00 |
| 2010 | \$120,685.00 |

Year **Minimum License Fee** **License Fee Per Bathing Ticket Sold***

| | | |
|------|-------------|--------|
| 2007 | \$30,000.00 | \$0.56 |
| 2008 | \$30,000.00 | \$0.56 |
| 2009 | \$30,000.00 | \$0.57 |
| 2010 | \$30,000.00 | \$0.57 |
| 2011 | \$30,000.00 | \$0.58 |

Year **License Fee Paid**

| | |
|------|-------------|
| 2007 | \$38,279.36 |
| 2008 | \$34,623.68 |
| 2009 | \$40,309.26 |
| 2010 | \$42,643.15 |
| 2011 | \$44,415.24 |

Year **Regular Bathing Tickets** **Camp Bathing Tickets**

| | | |
|------|--------|--------|
| 2007 | 65,671 | 5,970 |
| 2008 | 64,615 | 5,622 |
| 2009 | 68,245 | 5,295 |
| 2010 | 70,724 | 8,464 |
| 2011 | 69,148 | 14,860 |

*License fee for camp bathing tickets is 50% of a regular bathing ticket

ATTACHMENT "C-4"

SCHEDULE OF PRICES 2011

| | | |
|---------------------------|-------|--------|
| Cheeseburger | | \$4.00 |
| Hamburger | | \$3.50 |
| Hot Dog | | \$3.00 |
| French Fries | | \$4.00 |
| Chicken Nuggets w Fries | | \$6.50 |
| Chicken Caesar Salad Wrap | | \$6.00 |
| Grilled Chicken Wrap | | \$6.00 |
| Caeser Salad | | \$5.00 |
| Mixed Green Salad | | \$5.00 |
| (Add Chicken) | + | \$2.00 |
| Yogurt | | \$1.50 |
| Juice Boxes | | \$1.00 |
| Sodas | Sm | \$3.00 |
| | Med | \$3.50 |
| | Large | \$4.00 |
| Ice Cream | | \$2.00 |
| Gatorade | | \$2.50 |
| Spring Water | | \$2.00 |

SCHEDULE "D"

REFERENCES

- a.** Proposer's Legal Name
- b.** Address
- c.** Year company was founded
- d.** Total Number of Employees in organization
- e.** References: Indicate three (3) current client references for similar services, include
 - 1)** Client Name
 - 2)** Client Address
 - 3)** Contact Name, Title and Telephone Number
 - 4)** Description of Services

SCHEDULE "E"

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 (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 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 Contractor.

SCHEDULE "F"

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

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

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

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

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

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

- _____ No
- _____ Yes (as a business owned and controlled by persons of color)
- _____ Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

3. Are you certified with the State of New York as a minority business enterprise (“MBE”) or a women business enterprise (“WBE”)?

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

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

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

- No
- Yes

Name of Firm/Business Enterprise: _____

Address: _____

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

Signature: _____

SCHEDULE "G"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

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

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is

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

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

SCHEDULE "H"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

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

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

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

Yes _____ No _____

If yes, please provide details: _____

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

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

have an "interest" in the contract of:

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

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

Yes _____ No _____

If yes, please provide details: _____

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

Name:

Title:

Date:

SCHEDULE "I"

TO BE COMPLETED BY SUCCESSFUL PROPOSER
ONLY

CONTRACTOR
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 Contractor is required to review these Instructions and complete Schedule "I-1" as well as any other applicable criminal disclosure forms (i.e., "Schedules I-2" through "I-5," together with "I-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 Contractor 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 Contractor is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Contractor 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 Contractor is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Contractor in writing, and the appropriate Disclosure Forms shall be required.

It shall be the Contractor’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 Contractor to submit a completed Certification Form annexed hereto as Schedule “I-1,” which certifies that the Contractor 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 Contractor 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 “I-2” and shall complete Schedule “I-3,” entitled, “Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime.”

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

Should the Contractor 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 “I-5.”

It shall be the duty of the Contractor 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 Contractor to assure that all of their proposed Subcontractors 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 Contractor needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Contractor.

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.

The Contractor 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 CONTRACTOR 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 Contractor 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 Contractor and shall be grounds for immediate termination of this Agreement by the County.

Contract # _____

Name of Contractor/Subcontractor _____

SCHEDULE "I-1"

CONTRACTOR AND ALL PERSONS SUBJECT TO DISCLOSURE² CERTIFICATION FORM

IF THIS FORM IS COMPLETED BY A SUBCONTRACTOR CHECK HERE³

I, _____,
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW)

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

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

(CHECK APPLICABLE RESPONSES FOR SECTIONS A AND B BELOW)

A. **PRINCIPAL/REPRESENTATIVE/CONTRACTOR DISCLOSURE**

I am a principal or a representative of the Contractor 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 Contractor 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 Contractor 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**

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:

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

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

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 "I-2."

In addition, the Persons identified in Schedule "I-2" must complete Schedule "I-3" or "I-4."

Schedule "I-3" must be completed by those Persons who have previously been convicted of a crime.

Schedule "I-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 "I-5."

CONTRACTOR 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 Contractor 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 Contractor 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 “I-1,” PLEASE DISREGARD
ALL OF THE FORMS LOCATED AFTER
THIS PAGE.**

Contract # _____

Name of Contractor/Subcontractor _____
SCHEDULE "I-2"⁴

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

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

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

CONTRACTOR 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 Contractor 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 Contractor 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

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

Contract # _____

Name of

Contractor/Subcontractor _____

SCHEDULE "I-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 Contract)

- 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 Contractor/Subcontractor _____
SCHEDULE "I-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 Contract)

- 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

Contract # _____

Name of Contractor/Subcontractor _____

SCHEDULE "I-5"⁵

PERSONS THAT REFUSED TO ANSWER

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

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

CONTRACTOR 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 Contractor 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 Contractor 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

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

