

**COUNTY OF WESTCHESTER
DEPARTMENT OF TRANSPORTATION**

**TRANSPORTATION INFORMATION RACK
PROGRAM**

REQUEST FOR PROPOSAL

September 2008

Andrew J. Spano
County Executive

Lawrence C. Salley
Commissioner of Transportation

**REQUEST FOR PROPOSALS
TRANSPORTATION INFORMATION RACK PROGRAM**

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County of Westchester
Department of Transportation
100 East 1st Street
Mount Vernon, NY 10550

SECTION 1.0

PROJECT OVERVIEW

The Westchester County Department of Transportation (WCDOT) is seeking a qualified firm to enter into a three (3) year agreement with Westchester County to provide professional services to manage and operate its Transportation Information Rack Program as part of the Commute Alternatives Program for Westchester County.

The Transportation Information Rack Program shall supply display racks and transportation information, including transit schedules, maps, brochures, newsletters and other transportation related information to not more than 250 employment and public locations in Westchester County. The program provides schedules and information to sites that have rack units as well as sites that do not have units but wish to receive materials on a regular basis. Information materials are provided to sites either through hand delivery or mailings. Currently there are approximately 40 locations that require in-person stocking of materials. During the course of this contract, the number of sites requiring in-person service can be expected to increase to approximately 100 locations.

The selected firm will be required to indemnify the County of Westchester as described in the attached Standard Insurance Provisions. WCDOT will retain oversight management. The County, in its contract with the selected firm, shall have the right to terminate the contract on 30 days written notice to the selected firm. WCDOT is interested in receiving proposals for the entire program and will reject any proposals for parts of the offering.

SECTION 2.0

PROPOSAL REQUIREMENTS

2.1.0 GENERAL REQUIREMENTS

2.1.1 INQUIRIES

All inquiries regarding the County and the proposal arising during the process of proposal preparation are to be made in writing no later than one week prior to the proposal due date specified in Section 4.5. Answers to those inquiries will be mailed to all potential proposers. Inquiries are to be directed to:

Lawrence Cunningham
Westchester County Department of Transportation
100 East 1st Street
Mount Vernon, NY 10550
(914) 813-6718

2.1.2 SIGNATURE REQUIREMENTS

Proposals must be signed by one or more duly authorized officials of the proposer. Consortia, joint ventures, or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for contract execution on behalf of the proposal team.

2.1.3 PROPOSAL CONTENT

This Request for Proposals is intended to provide interested firms with an opportunity to demonstrate their ability to perform the required tasks. The content should generally follow the outline of work tasks shown in Section 3.0, Scope of Work, and should respond to the information presented in Section 1.0, Project Overview. The proposal submission is not intended to be an expensive, elaborate presentation, though it should be well composed for simplicity and ease of understanding.

The proposals submitted must clearly identify:

- a. Activities to be undertaken under each work task;
- b. Time to be devoted to each task;
- c. Cost associated with achieving each task; and
- d. Personnel to be assigned to this project.

In addition, after the proposals have been submitted to Westchester County, interviews with selected responsible firms may be scheduled. Each firm may be expected to make a formal presentation on the content of its proposal and its ability to undertake the required work.

2.1.4 PROPOSAL FORMAT

All responses to this RFP shall be submitted in two parts: a Technical Proposal and a Cost Proposal. Five (5) copies of each part shall be submitted. Any proposal that violates this requirement shall be judged non-responsive regardless of the remainder of its contents.

2.1.5 PROFESSIONAL LIABILITY AND OTHER INSURANCE COVERAGE

All proposals shall include a statement by the proposer and its sub-contractors, if any, concerning professional liability for negligent acts, errors and omissions, general liability, automobile liability, workers' compensation and fidelity bonds and any other insurance coverage that would protect the County of Westchester from loss or harm should the proposal be accepted. If no such protection is offered, this must be stated in the proposal.

2.1.6 PROPOSAL MAILING

All proposals must be received no later than 5:00 PM on the date indicated in Section 4.5 and should be addressed as follows:

Lawrence Cunningham
Westchester County Department of Transportation
100 East 1st Street
Mount Vernon, NY 10550

Any proposals received at a later time and/or date will be judged non-responsive and returned to the sender.

2.1.7 ADDENDA AND SUPPLEMENTS TO REQUEST FOR PROPOSAL

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each potential proposer.

2.1.8 COST OF PROPOSAL PREPARATION

No reimbursement will be made for any costs incurred prior to a formal notice to proceed.

2.1.9 PROPOSALS TO BE IN EFFECT

Each proposal shall state that it is valid for a period of one hundred twenty (120) days from the date of submission.

2.1.10 PROHIBITED INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No member of, or delegate to, the Congress of the United States or official or employee of the United States Department of Transportation shall be permitted to any share or part of any resultant contract or to any benefit arising therefrom.

2.1.11 PROHIBITED INTEREST OF MEMBERS, OFFICIALS, EMPLOYEES OF THE STATE OF NEW YORK, COUNTY OF WESTCHESTER, LOCAL PUBLIC BODIES OR THE NEW YORK METROPOLITAN TRANSPORTATION COUNCIL.

No official, employee, or member of a governing body of the New York Metropolitan Transportation Council, Westchester County, New York State, or a local public body having jurisdiction within Westchester County, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof during his or her tenure or for one year thereafter.

2.1.12 RESTRICTIONS ON LOBBYING

All bidders must include a completed *Form C-2: Certification of restrictions on Lobbying* and supporting disclosure forms (if applicable) with their bid. (see Attachment 5.2)

2.1.13 EQUAL EMPLOYMENT OPPORTUNITY

In connection with this proposal, the contractor shall not discriminate against any person for reason of race, creed, color, religion, sex, national origin, age, genetic predisposition or carrier status, marital status or disability; any disadvantaged person, or any disabled or Vietnam-era veteran. The contractor will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion,

sex, national origin, age, genetic predisposition or carrier status, marital status or disability, or their status as a disadvantaged person, or as a disabled or Vietnam-era veteran. Such action shall include, but not be limited to, the following: employment or upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor will furnish all necessary information and reports and will permit access to its books, records, and accounts by the County for purposes of investigation to ascertain compliance with the provisions of any resultant contract.

2.1.14 MINORITY PARTICIPATION POLICY

□A. By way of Executive Order No.8-1994, it is now the policy of the County of Westchester to encourage the meaningful and significant participation on County contracts for business enterprises owned by persons of color and women-Disadvantaged Business Enterprise (DBE)

□B. It is the goal of the County to use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County and to develop a policy to efficiently and effectively monitor such participation.

□C. In recognition of the need to promote the development of MBE's and WBE's to achieve a goal of equal opportunity, and overcome the existing under representation of these groups in the business community, the County shall as a lawful public and County purpose provide technical and informational assistance to such business enterprises with a particular emphasis on education programs to encourage participation in the contract procurement process.

□D. For the purpose of this Executive Order, an MBE/WBE shall be construed to mean a business enterprise including a sole proprietorship, partnership 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 is real, substantial and continuing; (c) an enterprise in which such ownership interest 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, an MBE/WBE 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.

2.1.15 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

Pursuant to Local Law No.27-1997, it is the goal of the County of Westchester to encourage, promote and increase participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects

funded by the County, and to monitor such participation. In furtherance of this goal, the Proposer hereby agrees to complete the questionnaire attached hereto as Attachment 5.4.

5.5.1 MACBRIDE PRINCIPLES

Pursuant to Local Law No.56-1999, the contractor must comply with the MacBride Principles and the Proposer hereby agrees to complete the form attached hereto at Attachment 5.5.

2.1.17 AUDIT PROVISIONS

The contractor must comply with Audit Provisions as specified in Attachment 5.7.

2.2 CONTRACT

The contract will be negotiated by the County of Westchester with the successful proposer.

2.3 COST INFORMATION

All cost, price, or other financial information required to respond to this RFP shall be contained in the Cost proposal.

2.4 COST PROPOSAL REQUIREMENTS

All proposers must provide a budget for the final amount and a cost breakdown by task which includes labor hours.

2.5 ADDITIONAL REQUIRED INFORMATION

The following information shall be included for review as part of the Cost Proposal:

- a. Balance Sheets and Income Statements for the last three years;
- b. Letter of Reference from a commercial bank chartered in the State of the proposer's home office address;
- c. Statement of Incorporation, Partnership or Proprietorship of Proposer, including the names, titles and home addresses of all officers, partners or principals of the proposer;
- d. Resumes for key personnel to be used on the project
- e. Previous County of Westchester contracts (if applicable):

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 may contain technical, financial or other data whose public disclosure could cause substantial injury to the vendor's competitive position or constitute a trade secret. To request that this information not be disclosed under the State Freedom of Information Law, the vendor should specifically identify the pages of the proposal that contains such information by properly marking the applicable pages and inserting the following notice in the front of its response: (The County cannot guarantee that information submitted will not be released under the FDIA.)

NOTICE

The data on pages _____ of this proposal identified by an asterisk(*) contains technical or financial information for which disclosure would result in substantial injury to the contractor's competitive position. The proposer requests that such data be used only for the evaluation of the proposal, but understands that the disclosure will be limited to the extent that the County considers proper under the law. If an agreement is entered into with this proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law. The County does not assume any responsibility for disclosure or use of marked data for any purpose. In the event properly marked data is requested pursuant to the State Freedom of Information Law, the proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the County in making its determination as to whether disclosure is proper under the law.

SECTION 3.0

SCOPE OF WORK

The Transportation Information Rack Program shall supply display racks and transportation information, including transit schedules, maps, brochures, newsletters and other transportation related information to not more than 260 employment and public locations in Westchester County. The program provides schedules and information to sites that have rack units as well as sites that do not have units but wish to receive materials on a regular basis. Information materials are provided to sites either through hand delivery or mailings. Currently there are approximately 40 locations that require in-person stocking of materials. During the course of this contract, the number of sites requiring in-person service can be expected to increase to approximately 100 locations.

PROGRAM OVERSIGHT AND MANAGEMENT

The Contractor shall provide professional services to manage and operate the Transportation Information Rack Program on behalf of the Westchester County Department of Transportation. Necessary activities shall be undertaken by the Contractor to assure high quality and efficient management and operation of the Program.

To support program management and oversight, the Contractor must maintain a database for the rack/information sites that should include but not necessarily be limited to the following:

- ◆ Business name/address
- ◆ Name/phone number of on-site contact person
- ◆ List of appropriate materials and rates of usage for each location
- ◆ Other pertinent information to support efficient program management/operation and provision of appropriate quantities of up-to-date materials to each site.

The Contractor shall have overall responsibility for customer service and quality control functions related to the program including, but not limited to the following activities:

- ◆ Receipt and fulfillment of requests for materials directly from site contacts
- ◆ Resolution of complaints
- ◆ Receipt and fulfillment of requests for new or replacement display rack units

- ◆ Adjustments to quantities or types of materials in coordination with site contacts
- ◆ Drafting and mailing regular notices to site contact persons. Within 2-weeks after the contract start date, the Contractor shall undertake a mailing to each site location to assure that the site contact person is notified of the Contractor's customer service responsibilities, with details of how and when to contact the Contractor for various needs. Additionally, there should be brief, quarterly notices to the sites to reinforce this message or to communicate any changes. Prior to sending, the text of each mailing to sites shall be reviewed and approved by the Westchester County Department of Transportation. All such mailings should make it clear that the selected firm is under contract with, and acting on behalf of WCDOT.
- ◆ Quarterly contact, either through on-site visits or by telephone, with all on-site contact persons to assure that each is receiving high quality service, including correct quantities of up-to-date materials and appropriate size and design of display rack in good condition. Through these quarterly contacts by the Contractor, the database should be updated in relation to site information, e.g., business relocation, change of on-site contact person, etc.
- ◆ Other tasks as necessary to assure high quality customer service for the program.

PROCUREMENT, PICK-UP/RECEIPT, STORAGE AND INVENTORY OF INFORMATION MATERIALS AND DISPLAY RACKS

The Contractor shall at a minimum be responsible for the following duties detailed below:

- ◆ Maintaining contact with the various providers of transportation information utilized by the program in order to request correct quantities and types of up-to-date materials based on usage at the various sites. It is understood by WCDOT that it may take several months for a pattern of usage to become clear to the Contractor. The names/phone numbers of the providers of informational materials will be provided initially to the Contractor by WCDOT.
- ◆ Provision, including production or procurement in consultation with WCDOT, of appropriately-sized and cost-effective rack units of attractive and suitable design, to sites wanting a unit to display transportation information materials. Costs of purchasing the display rack units will not be the responsibility of the Contractor and purchase invoices will be submitted to WCDOT. It is estimated that approximately 50 – 75 units per year will need to be provided to sites.
- ◆ Pick-up or receipt as necessary of transportation information materials from the various providers; and display rack units from manufacturers. Receipt of materials at the Contractor's site should be permitted daily during normal business hours. The amount of materials from WCDOT, the largest provider of informational materials, will vary, but approximately 15 cartons per month

should be expected. A detailed log of all materials and rack units received or picked up must be kept by the Contractor.

- ◆ Provision of storage space for materials and rack units at the Contractor's place of business. Storage must be neatly organized and include clear labeling. Floor area will be efficiently utilized and appropriate shelving used to accomplish this. Storage will be needed for approximately 100-125 cartons measuring 16"W x 12"H x 12"D and 30-50 rack units of varying sizes. Occasionally, additional storage may be needed especially when major bus and train schedule changes occur.
- ◆ Detailed reporting of inventory as of the last business day of each month. The Contractor should provide WCDOT with this report during the first week of each month for month preceding. However, should at anytime the inventory of a particular item become low, WCDOT should be notified at once. The Contractor will establish the minimum inventory levels for each specific item based on actual trends to allow for a minimum 1-month supply. The Contractor should be aware that on a regular basis transit schedules and other materials are updated and that when this occurs, out-of-date bulk inventory will need to be replaced and recycled and new materials acquired. Also at this juncture, rack locations will need to have out-of-date materials replaced with up-to-date materials. The Contractor should report to WCDOT at once when transportation providers are not, in response to requests, supplying correct quantities and types of materials.

HAND DELIVERY OF INFORMATION MATERIAL AND DISPLAY RACK UNITS TO SITES

Currently there are approximately 40 transportation information rack locations that require in-person stocking of materials. These racks are generally located in areas accessible to the public and may require, at a minimum, weekly site visits. During the course of this contract, the number of racks that will require this type of in-person service can be expected to increase to approximately 100 locations.

WCDOT in conjunction with the Contractor will determine new locations of racks and the name/phone number of an on-site contact person. A list of appropriate materials to be provided to each new site along with estimated utilization rates will be initially provided to the Contractor by WCDOT. The Contractor shall add this information to the program database. Sites with newly established racks will require an initial site visit by the Contractor to deliver and set-up new racks. Each rack unit delivery must be received and signed for by a representative for the site.

MAILINGS OF INFORMATION MATERIAL TO SITES

WCDOT in conjunction with the Consultant shall determine the sites that are to receive informational materials by mail. These sites shall have a regular replenishment schedule associated with specific quantities, initially determined by WCDOT. Both mailing frequency and quantities shall be reviewed and adjusted by the Contractor at the end of each quarter in order to provide sufficient quantities without waste. Appropriate and cost-effective packaging and mail services shall be utilized to assure successful and timely deliveries.

The Contractor must also be able to respond to direct requests from the sites for additional materials either in conjunction with or between regularly scheduled mailings.

PERFORMANCE STANDARDS

The Contractor must comply with performance standards established by WCDOT. This includes timely responses to inquiries both from WCDOT staff and site contacts. Phone calls should be returned by the end of the business day. Mailings should be sent within 2 business days after the order is placed, and a mailing service should be used that will assure receipt within 5 business days after being shipped. Other performance standards may be established during the course of the contract period.

PERIODIC REPORTING

The Contractor shall provide WCDOT with a report during the first week of each month for the preceding month, of all activities associated with the Program. At a minimum, this report should include the following:

- ◆ Roster of Sites with associated information noted below organized into two clearly titled sections: I. "Delivery Sites", and II. "Mailing Sites".
 - Business name and address
 - Contact person name/phone number
 - Frequency of deliveries or mailings
 - Items in rack fill and quantities of each item provided per delivery or mailing
 - Other information helpful in operating the Program but not identified at contract start.

- ◆ Listing of any changes in the Roster of Sites and associated information in relation to the previous month.

- ◆ Materials Inventory
 - Beginning and ending inventory for all materials by route or item
 - Effective dates for each schedule and item in inventory
 - List with dates of materials received or picked-up
 - Minimum inventory level should be noted in relation to current inventory for each schedule or other item of informational material.
 - A specific list of items which must be replenished.

- ◆ Fulfillment Efforts
 - Itemized list of all materials mailed or delivered by site with dates
 - A complete log of all requests received from sites and Contractor response

- ◆ Customer Service and Quality Control Efforts
 - Quarterly communication notices to sites should be reported
 - Quarterly quality control/customer service phone calls or site inspections to monitor materials usage, adjust fulfillment, provide appropriate display rack units, etc. along with Contractor response should be reported briefly in telephone log or list format.

SECTION 4.0 FACTORS FOR SELECTION

4.1 BACKGROUND

Selection will be based upon the qualifications of the firm and its ability to satisfy the project requirements, schedule, and approach as described in the proposal and the cost. The County of Westchester reserves the right, at its sole discretion, to reject any or all proposals and to waive minor irregularities.

4.2 SELECTION PROCEDURES

Proposals will be evaluated by a selection committee in accordance with the criteria detailed in Section 4.4. Firms may be required to make an oral presentation of their proposal to this committee.

4.3 FIRM AND STAFF CAPABILITIES

The capabilities of each responding firm will be evaluated according to the following criteria:

- a. Recent and relevant experience in similar projects. Please include a listing of such projects.
- b. Demonstrated reliability to perform and manage projects of the nature described herein.
- c. The education, training and experience of key personnel involved in the project. Resumes of the key personnel that will be assigned to this project must be included with the proposal.
- d. Compliance with all Affirmative Action provisions of Federal, New York State, and local statutes.

4.4 SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- a. Reputation and Experience: Does the contractor have a reputation for being reliable, delivering on schedule, within budget and performing tasks to the satisfaction of its client?
Does the contractor have demonstrated experience in the kinds of work required?
- b. Capability and Availability of Staff: Does the designated firm have the qualified and experienced staff needed to perform this job?
- c. Understanding the Project Objectives and Scope of Work: Is there a thorough knowledge and understanding of the nature of the work involved and the tasks required to perform this work for the Bee-Line System.
- d. Clarity and Organization: Are the proposed work program and schedule well organized, clearly presented, and realistic?

4.5 FIRM SELECTION SCHEDULE

September 29, 2008 Request for Proposals forwarded to individual firms.

October 13, 2008 Written Technical and Cost & Contract Proposals due at Westchester County offices.

October 20, 21, 2008 Possible Interviews with selected consultants.

October 27, 2005 Anticipated award of contract.

SECTION 5.0 ATTACHMENTS

- c.1 COST AND CONTRACT PROPOSAL FORM
- c.2 CERTIFICATION OF RESTRICTIONS ON LOBBYING
- c.3 ELIGIBLE BIDDER CERTIFICATION
- c.4 QUESTIONNAIRE
- c5, MACBRIDE PRINCIPLES
- c6 INSURANCE REQUIREMENTS
- c7 AUDIT PROVISIONS

Form C-1: COST AND CONTRACT PROPOSAL

WESTCHESTER COUNTY DEPARTMENT OF TRANSPORTATION CONTRACT PROPOSAL	<u>DO NOT WRITE IN</u> <u>SHADED AREAS</u>	DATE RECEIVED	ACTION	CONTRACT NUMBER
		REVIEWED BY	NAME OF PROJECT MANAGER	

PART I. GENERAL

1. DURATION OF PROJECT (Dates) FROM: _____ TO: _____	2. TITLE OF PROPOSAL (Please be brief)
3. PURPOSE OF PROPOSAL (Check one) <input type="checkbox"/> NEW <input type="checkbox"/> CHANGE (Contr. No.) _____	5. NAME, TITLE, AND MAILING ADDRESS OF PRINCIPAL BEARING TECHNICAL RESPONSIBILITY
4. NAME AND BUSINESS OF PROPOSER (Individual, Firm, or Corporation and State in which incorporated)	
6. MAJOR SUBDIVISION THAT WILL CONDUCT WORK	7. NAME AND TITLE OF CO-PRINCIPAL

PART II. SUPPORT (List all sources other than WCDOT from which financial support for the project covered by this proposal is expected.)

SOURCE	TENTATIVE OR FIXED	PERIOD OF SUPPORT		AMOUNT (Omit cents)
		FROM:	TO:	

TOTAL ESTIMATED SUPPORT \$ _____

PART III. COST and PRICE ANALYSIS (The information below must be complete when submitted with proposals for the procurement of professional services. If your cost accounting system does not permit analysis of cost as required, contact WCDOT for further instructions).

DETAIL DESCRIPTION

1. DIRECT LABOR <i>(Specify)</i>		ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (\$)
TOTAL DIRECT LABOR				
2. OVERHEAD COST ON DIRECT LABOR ABOVE		OVERHEAD RATE x BASE = OVERHEAD (\$)		
TOTAL OVERHEAD				
3. TOTAL DIRECT LABOR AND OVERHEAD				
4. FIXED FEE/PROFIT <i>(State basis for amount in proposal)</i>				
5. OTHER DIRECT COSTS: <i>(Specify in Exhibit B on Page 3 for additional space)</i>			EST.COST (\$)	
TOTAL OTHER DIRECT COSTS				
6. SUBCONTRACTS: <i>(Specify in Exhibit A on Page 3)</i>			EST.COST (\$)	
TOTAL SUBCONTRACTS				
7. SPECIAL EQUIPMENT: <i>(Specify in Exhibit B on Page 3)</i>				
8. CONSULTANTS: <i>(Identify - purpose - rate)</i>			EST.COST (\$)	
TOTAL CONSULTANTS				
9. TRAVEL: <i>(If direct charge)</i>				
A. TRANSPORTATION				
B. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
10. TOTAL DIRECT FEE/PROFIT <i>(Items 4 and 6)</i>				
11. TOTAL DIRECT REIMBURSEMENTS <i>(Excludes profit)</i>				
12. TOTAL ESTIMATED COST AND FIXED FEE/PROFIT				

TYPICAL ITEMS OF ALLOWABLE OVERHEAD EXPENSE

Administrative salaries
Project management salaries
Office and clerical salaries
Unallocated salaries, fee studies, etc.
N.Y.C. occupancy tax
N.Y.S. and N.Y.C. taxes
Accounting and legal fees
Rent and utilities
Office supplies and maintenance
Telephone and telegraph
Dues, meetings, subscriptions
Announcements and recruiting expense
Insurance - public liability
Insurance - company cars
Insurance - professional liability and value papers
Insurance - miscellaneous casualty
Branch office expenses
Depreciation, furniture and fixtures, engineering equipment, company cars, etc.

TYPICAL PAYROLL BURDEN ITEMS

Vacations
Holidays
Sick leave
Federal social security
Federal unemployment
State unemployment
State disability
Worker's compensation insurance
Employees' group insurance
Employees' medical insurance
Profit sharing plan
Employees' bonuses
Retirement contributions by employer only

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____
(Name and Title of Contractor/Subcontractor)
hereby certify, to the best of my knowledge and belief, on behalf of _____
(Name of Firm)

that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__.

By _____
(Signature of Authorized Official)

(Title of Authorized Official)

Form C-2 (continued)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

Form C-2 (continued)

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award, loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(Substitute Form SF-LLL)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name & Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in #4 is Subawardee, Enter Name & Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number if known:	9. Award Amount, if known: \$	
10. a. Name & Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from #10a; last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): <input type="checkbox"/> actual <input type="checkbox"/> planned \$ _____ \$ _____ _____ 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: _____ nature: _____ value: _____	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
14. Brief description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s), or Member(s) contacted for Payment indicated in Item 11:		

(attach continuation sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** **No**

16. Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____
Date: _____

Form C-2 (continued)

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET
(Substitute Form SF-LLL-A)

A large, empty rectangular box with a black border, occupying the majority of the page. This box is intended for the user to provide details regarding lobbying activities as required by the form's title.

Form C-3

ELIGIBLE BIDDER CERTIFICATION

I hereby affirm that the undersigned individual or firm is not listed on the Comptroller General's List of Ineligible Bidders/Contractors.

DATE: _____

NAME OF FIRM

NAME OF OFFICER OF FIRM

SIGNATURE OF OFFICER

**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: _____

**CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND**

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

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

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

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

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another Contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of

procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

Form C-6
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 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-1 05.2 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, a temporary permit may be issued if the employer completes form C- 105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Workers' Compensation, he should present a certificate from the New York State Workers' Compensation Board evidencing that fact.

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

...

STANDARD INSURANCE PROVISIONS
(CONTRACTOR)

(c) 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.I), naming the County of Westchester as an additional insured. This insurance shall indicate on the certificate of insurance the following coverage's:

- (i) Premises -Operations.
- (ii) Broad Form Contractual.

(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 coverage's:

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

(e) Contractor's Professional Liability. The Contractor shall provide proof of such insurance. (limits of \$1,000,000).

3. All policies and certificates of insurance of the Contractor shall contain the following clauses:

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

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

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

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

Form C-6 Audit Provisions

1. The Contractor agrees to submit to the County within one hundred twenty (120) days of the expiration each fiscal year which includes any part of the term of this Agreement, an audited financial statement and report of internal control, at Contractor's sole cost and expense, for the preceding fiscal year prepared and signed by a Certified Public Accountant. The auditor shall comment that the funds provided by the County were spent in compliance with the Agreement and did not replace funds previously provided from another source nor contributed to any surplus. The financial statement shall include, but not be limited to, a summary of gross income and operating expenses attributable to the provision of services hereunder. Said summary shall be organized in conformance with the budget lines set forth in Schedule "A" if applicable. If the audited financial statement supplied by the Contractor is not satisfactory in the reasonable opinion of the County Commissioner of Finance (or his designee) it shall be deemed a breach of contract by Contractor and in addition to any other remedies that the County may have, the contractor shall not be eligible for any new contracts with the County for a period of up to five (5) years. The Contractor shall establish and maintain separate accounting procedures for the funds provided hereunder which shall present an accurate record of the disbursement and use of the funds provided hereunder. Such accounting procedures shall conform with Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. If Contractor had a contract similar to this contract in all material respects in the year prior to the execution of this Agreement, Contractor shall supply an audited financial statement and report of internal control for the fiscal year which included the last year of such prior contract with the County within 120 days of the end of the fiscal year of Contractor, unless agreed otherwise by the County Commissioner of Finance.

2. The County shall withhold five (5%) percent of the amount of funds provided for each contract year until the County receives a satisfactory audited financial statement and report of internal control which is due to the County under the terms of this Agreement.

3. The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment, regardless of whether the Contractor has submitted its own audit

hereunder. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Contractor to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit received from the Contractor or an audit done by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Contractor shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment within thirty (30) days of notice from the County

4. The Contractor further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Contractor under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing advise the Contractor to the contrary, the Contractor shall retain all financial records related to this Agreement for a period of six years after the expiration or termination of this Agreement.

5. In addition to any other remedies it may have, the County shall have the right to deduct from future contractor payments under any contracts the County may have with Contractor funds the County may determine are owed to the County under this Agreement.