Request for Proposals

Perimeter Intrusion Detection & Prevention
System Software and Related Customized Appliances

Office of Chief Information Officer

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Reply Date: April 27, 2005
WESTCHESTER COUNTY
Department of Information Technology
In Cooperation With The
Westchester County Departments of Public Works and Transportation

Request for Proposals
Westchester County Airport
Perimeter Intrusion Detection & Prevention System Software and Related Customized Appliances

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Notice to Proposers: The Westchester County Office of Information Technology is seeking proposals from qualified individuals and companies to furnish software and related customized appliances as may be required to support the software as detailed herein for an “intelligent” CCTV-based wide-area surveillance system at the Westchester County Airport. Construction, installation and integration of the software and related customized appliances requested under this RFP are not included in this proposal.

The County will consider proposals that are based on the demonstrated ability of the proposer to meet or exceed the minimum requirements contained in this request. A contract will be awarded to the proposer that the Office of Information Technology and Departments of Public Works and Transportation determine to be in the best interests of Westchester County using criteria described in section II, subsection T to provide the mandated capabilities detailed in this RFP.

For each functional requirement, the proposer must indicate whether it is an existing capability of the proposed system or whether customization will be required. For each requirement that is not an existing capability, the proposer must indicate the cost to develop that capability.

Functional requirements are grouped as follows. The proposer is not required to use the same groupings, but must provide the functionality described.

1. Development of a three dimensional (3-D) digital site model including site customization;
2. System platform to accommodate existing needs with future expandability;
3. Real-time video input analysis from 60 cameras;
4. Zones, alert and alarm configurations;
5. Command & Control management;
6. Reporting (digital and hard) and archiving;

7. System documentation;

8. Compatibility with County network/IT environment;

The intent of this RFP is to select the proposer who is best qualified to provide the software and related customized appliances as may be required to support the software detailed herein at a reasonable cost. Construction, installation and integration of the software and related customized appliances requested under this RFP is not included in this proposal.

All proposals must be received in a sealed envelope at the offices of the Office of Information Technology, Attention: R. Allen Elliott, 148 Martine Avenue, Room 211, White Plains, New York 10601 on or before 1:00PM (Eastern Standard Time), on April 27, 2005. Westchester County is not responsible for any internal or external delivery delays that may cause the RFP to arrive beyond the deadline. The proposer must submit one original and five (5) copies of the proposal in hard copy and an additional electronic copy in PDF or MS Word format.

The Westchester County Office of Information Technology and Departments of Public Works and Transportation will review the proposals received. At their sole determination they may schedule interviews with one or more of the qualified proposers as part of the final selection process. The County of Westchester reserves the right to reject any and all proposals and/or waive any informalities in any proposal. 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. The determination of adequacy of qualifications shall be at the sole discretion of the County.

The Request for Proposal is available on the County’s Web Site at: http://www.westchestergov.com/rfp under Westchester County Airport Perimeter Intrusion Detection & Prevention System.

Any questions regarding this RFP should be directed to: Richard Levy by E-mail at: rjl2@westchestergov.com

No proposer may withdraw its proposal within 120 days of the above submission date.

COUNTY OF WESTCHESTER
OFFICE OF INFORMATION TECHNOLOGY

Dr. Norman J. Jacknis
Chief Information Officer
REQUEST FOR PROPOSALS

Perimeter Intrusion Detection & Prevention System Software
and
Related Customized Appliances

I. REQUIREMENTS

A. General Purpose

The Westchester County Airport (HPN) is a 740 acre (+/-) general aviation airport located in Westchester County, New York. Within the airport is an air operations area (AOA) consisting of two (2) runways, taxiways, fixed base operators (FBO), corporate and private hangars, fuel farm, Remain Overnight Parking (RON) for aircraft parking, a passenger terminal/ARFF and Ground Handling Equipment (GHE) buildings, FAA tower and other FAA facilities, authorized AOA and GHE vehicle parking and related facilities. Within the immediate terminal area is the Security Identification Display Area (SIDA) where commercial carriers enplane and deplane customers from regularly scheduled commercial routes.

Westchester County is requesting proposals from qualified individuals and companies to furnish software and related customized appliances as may be required to support the software for an “intelligent” CCTV-based wide area surveillance system at the Westchester County Airport. The system software, through integration with hardware to be furnished and installed under a separate procurement by Westchester County, shall allow an operator at a Command & Control Center at an existing location on the airport property to be alerted to, locate, classify and track the movement of unauthorized “objects” within a field of view.
established by strategically placed CCTV cameras (60 cameras). The system shall be used by the operator and other authorized individuals to detect, monitor and manage in real-time emerging situations at the airport and coordinate response by law enforcement and other resources as may be required.

For example, the software and related customized appliances, when integrated with commercially available sensors (CCTV, vibration, radar, mobile units, etc.) installed throughout the airport property, in real-time shall detect, locate geographically, allow classification and track objects passing through the field of view according to specific user defined criteria including height, width, speed, direction and other characteristics necessary for situational awareness and incident management by an operator at a remote Command & Control Center. This capability shall be provided under the full range of environmental conditions.

The software shall provide real-time geographically located (GPS) icon(s) representing the object(s) on a three dimensional (3-D) digital site model. The fully articulated model shall be displayed on a plasma or similar display. Multiple monitor support shall also be provided. Display and monitors are not included in this RFP. Alarms shall be audible and visual in order to allow an operator, once alerted, to manage the incident through the situational display. Dialogue boxes that prompt the operator in protocols shall be displayed in accordance with predetermined policies. After initial alarm within a zone, there shall be no subsequent alarm as the object(s) move between camera fields of view within the same zone. As the object moves through and between zones of cameras the software shall continuously track. The system shall be capable of identifying, classifying and tracking a minimum of 50 individual objects per camera.

The software shall have the capability of alerting the operator to objects that may be “tossed” over the fence into the SIDA in areas along the fence where cameras and/or sensors are provided for this purpose.

The software shall be totally adaptable to user-defined security policies for the site. It shall provide total flexibility to support numerous different policy regions/zones that generate a variety of responses based on location, time and threat levels. Zone revisions (“painting”) shall be rapidly implemented by the operator based on predetermined or immediate user needs and authentication.

This RFP is limited to the acquisition of a custom three dimensional (3-D) digital site model of the Westchester County Airport, software and related customized appliances required to support the system capabilities and performance requirements detailed herein. Construction, installation and integration of the software and related customized appliances requested under this RFP is not included in this proposal.

In support of this mission the software and related customized appliances to be purchase under this proposal shall have the following minimum functional requirements:
B. Functional Requirements:

1. Development of a three dimensional (3-D) digital site model including site customization:

   1. A 3-D digital site model shall serve as the basis for the situational display for the system. Under normal conditions the model shall be displayed as a “bird’s eye” view of the entire airport. As the situation may require, i.e. in the event of an alarm, the situational display shall have the capability to be rapidly rotated by the operator between “bird’s eye” and ground level views (and all intermediate views) using a “joystick” or similar device in order to identify, classify and track the object(s) that triggered the alarm. In the event of a malfunction of the “joystick”, the system shall have the capability to support a back-up peripheral so that operator control of the display is never compromised.

   2. The model shall be prepared from commercially available satellite imagery. The digital model shall accurately portray the topographic and physical conditions of the airport property within a one (1) meter tolerance and encompass the area within the airport grounds. Westchester County shall not furnish nor can it guarantee the availability of any maps, plans or other source documentation to the successful proposer for the preparation of the model under this task.

   3. Westchester County shall provide the successful proposer with access to the AOA and SIDA for model development, updating and validation. This access is subject to the normal SIDA process including: application ($31.00/person fee), fingerprinting/photographing, background check and a four (4) hour classroom training session. Successful completion of these activities is a prerequisite to AOA/SIDA access authorization.

   4. The digital model shall be current as of the date of award of this proposal plus six (6) months. Depending on the date of the satellite imagery this may require customization which shall be included in proposer’s fee.

   5. The digital model shall have the capability to be updated over time to reflect new construction (the addition of new buildings or features, or modification of existing) or other activities that would impact the topographic and/or physical characteristics of the airport.

   6. The model shall support 1280 x 1024 color resolution display on plasma or similar type display units. The display units are not included in this proposal.

   7. The proposer shall provide Westchester County with the site model in 3-D visualization software in an industry-standard format for “pre-testing” the accuracy of the model to the satisfaction of Westchester County.
2. **System platform to support existing needs with future expansion:**

1. The system shall be an open, modular architecture, policy based security platform that utilizes intelligent software operating on industry standard network and “off the shelf” server technology to manage and distribute input data from multiple surveillance sensors.

2. The software shall have the capability to support the future expansion into pda, laptop, mobile, or other wireless devices.

3. The software shall interconnect via TCP/IP.

4. The software shall be readily scalable to support multiple cameras, sensors and support policy across a large surveillance area.

5. The software shall support input from multiple cameras (60 cameras) and/or sensors to trigger alarms and correlate events from the multiple sensors including identification of “friendly” objects (authorized objects or animals) to minimize false alarms.

6. While the initial source of data shall be provided by commercially available CCTV cameras, future expansion of the system may include vibration detectors, GPS vehicle locating, mobile, RFID, access controls, WiFi, ground surveillance radar, bio/chemical/nuclear/fire/smoke detectors and other devices. The system shall have the capability to incorporate for expandability and support these devices should they be added in the future.

7. The proposer shall provide a list of “off the shelf” commercially available CCTV, PTZ and DVR equipment that is supported by its software and related customized appliances. This equipment list is for informational purposes only to demonstrate the range of compatibility with commercially available and “off the shelf” hardware that may be incorporated in the project under a separate procurement.

8. In addition to the software furnished under this RFP the proposer shall furnish any related customized appliances required to run the software. Customized appliances shall be listed and be compatible with standardized rack mountings with no special environmental requirements for operation.

3. **Real-time video input analysis:**

1. The software shall position all video identified objects on the geographically accurate 3-D digital site model.
2. To eliminate the need for multiple monitors, the software shall have the capability to support all current and recent object(s) geographical locations being plotted on the same view in the Command & Control Center display.

3. The video analysis, combined with CCTV input, shall be capable of detecting, classifying and tracking object(s) under a range of physical and environmental conditions.

4. The software shall accept input from commercially available CCTV equipment including color, visible, day/night, and thermal/IR.

5. The software shall be capable of “tuning out” visual noise caused by small animals, leaves and brush, and other repetitive mechanical movement. Tuning shall reduce the false alarm rate. The acceptable false alarm rate shall be ten (10) percent for any eight (8) hour shift. Fine tuning shall be at the discretion of the system administrator.

6. The software shall be capable of locating and classifying an object with a minimum of ten (10) pixels on target and provide location on a minimum of four (4) pixels on target. This shall be compatible with a variety of camera fields of view (degrees) and detection ranges (meters) provided by commercially available cameras.

7. The software shall be capable of detecting, classifying and tracking a minimum of 50 objects per camera. As object(s) pass from one zone to an adjacent zone the software shall be capable of tracking the same object between zones (“stitching”) using multiple cameras which shall be displayed to the operator as one continuous track per object.

8. The video recorded in response to an alarm condition shall be linked through the user interface to the event data that triggered the alarm.

9. Cameras may be located at remote locations requiring wireless LAN connectivity.

10. The software shall allow PTZ interrogation cameras to automatically track the object(s).

11. The software shall support preset PTZ positions when not in alarm mode, and PTZ “touring” according to predetermined policies,

4. Zones, alert and alarm configurations:

1. When an object is detected an audible and visual representation of the alarm shall be triggered in the Command & Control Center.

2. The software shall support day/night, all weather 95% confidence level of user defined alarm profiles for objects within the specified field of view and range of the cameras and/or sensors.
3. System policies and rules shall be definable at the sensor level and at the site model level to determine what the object parameters are and evaluate potential threats.

4. Each policy rule may have one or more threat conditions under which it is active. For example, under the highest threat condition a 500 foot “early warning zone” is active at all times and generates audible alerts and the dispatch of a PTZ to interrogate the location, while conversely under the lowest threat condition the “early warning zone” may only be 100 feet and only in place during certain hours.

5. The policy server shall be capable of monitoring and triggering alarms without any other software running and without continuous human monitoring.

6. In the event of communications failure or interruption of video feed an alarm shall be triggered in the Command & Control Center. The alarm shall specify the location and nature of malfunction for follow-up. Upon notification of a failure authorized personnel shall have the capability to immediately “pull up” a web page illustrating the status of all cameras attached to the system to support diagnosis of the failure.

7. Alarms shall be prioritized in accordance with user defined criteria. As a default, alarms shall be prioritized in the order in which they are received.

8. The software shall provide the capability to list and query details about each event.

9. The software shall support alarm correlation with local and Homeland Security Advisory Systems.

10. Within an individual surveillance zone, once an object has been identified only one alarm will be triggered by the same object as it moves across multiple cameras within that specific zone.

11. For incident management the software shall have the capability to identify and geographically locate on the display “tagged” airport assets (i.e. emergency vehicles) fundamental to management of the incident.

12. All rules governing alarms shall be operator programmable for as many levels and descriptions of threat conditions as deemed necessary for virtual alarm map settings and initialization by the system administrator.

13. The software must be capable of supporting numerous different policies that require a variety of responses including “on the fly” configurations by the operator.
14. Zones shall be generated geographically in real-time by the operator or in accordance with predetermined policy using third party GIS or CAD tools for greater geographic accuracy. These zones shall apply to data regardless of the number of cameras or sensing devices.

5. Command and control management:

1. In addition to the Command & Control Center the software shall support remote duplicate feed of real-time “view only” data at up to nine (9) remote locations.

2. Operational control of the system shall reside exclusively at the Command & Control Center.

3. Upon alarm, policy based event specific data shall be displayed to the operator.

4. Predetermined policy protocols shall be displayed via on screen dialogue boxes to prompt the operator in incident management.

6. Reporting (digital and hard) and archiving:

1. Database storage of detection and alarm events shall be provided for easy data access and back-up.

2. Upon alarm the software shall provide the ability to list and query details about each incident. Alarm logs shall be available on demand by zone, time and/or date for the operator.

3. The software shall provide built in support for digital video recording and archive management for time-lapse, alarm triggered and user initiated recording.

4. The software shall support a range of user defined report formats, digital and hard copy, for reporting and archiving purposes.

5. System shall include an ad-hoc reporting tool or support the use of a third party reporting tool such as Crystal Reports.

7. System documentation:

The proposer shall provide ten (10) hard copies and one (1) electronic copy of all software and related customized appliance user documentation. This includes: User manuals, tutorials, on-line documentation in industry standard and compatible with Westchester County, record layouts, special procedures, installation instructions and related documentation.
8. **Compatibility with County Network / IT Environment:**

1. The user interface may be installed as a full client on the Command & Control Center PC but shall have the ability to display all data at remote sites through web pages only with no software installation (web browser).
2. The proposed system shall run on the County’s existing TCP/IP network.
3. The system shall be able to support a minimum of ten (10) concurrent users.
4. The vendor is not permitted to provide standard computer hardware, such as client workstations, servers or printers for the proposed system. The County, in accordance with County Procurement Law, shall use recommended hardware specifications provided by the vendor to order the standard hardware through the Westchester County Bureau of Purchase and Supply.
5. The system shall be able to be backed up with standard County backup facilities.
6. The system shall offer ad-hoc query and reporting facilities, which are within the capabilities of end users.
7. The software shall be based on a centralized web based policy server for data collection, analysis, policy management, distribution and storage.
8. The software and related customized appliances shall run on the County’s existing TCP/IP network.
9. Data shall be stored in the latest version of a relational or object-oriented database, meeting the latest industry standards from a major vendor.
10. The system’s services and data shall be accessible through an industry-standard interface, which must be one of the following: COM or ActiveX controls and objects, CORBA IDL, JavaBeans, XML, ODBC or SQL connectivity, a rich well documented API.
11. The system shall not suffer any degradation of service during system back-up and maintenance functions.
12. The software shall support the importing and exporting of data in ASCII, CSV or Access format.
13. The system shall be able to import and export data in ASCII, CSV, or Access format.
C. Issuing Office

This RFP is issued for Westchester County by the Office of Information Technology, which is the sole contact in the County for this RFP.

D. Proposal Due Date

1. All respondents interested in submitting a proposal pursuant to these specifications must submit the sealed proposal no later than 1:00 PM Eastern Daylight Time on April 27, 2005.

2. Respondents mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Respondents assume all responsibility for timely receipt of proposal. The County is not responsible for internal or external delivery delays which may delay timely receipt of proposal.

3. Form of agreement is attached as Schedule A. Any respondent chosen by the County will be required to execute an agreement substantially similar to Schedule A.

E. Proposals

To be considered, respondents must submit a complete response to this RFP, addressing all those items, that are applicable to the task or tasks for which the respondent is interested in providing services, contained in Section IV (Proposal Content), Section VII (Security and Damages), and Section VII (Respondent Insurance Information).

The respondent must submit an original plus electronic copy (Microsoft Word or PDF format) of the proposal to the Issuing Office. Proposals should be in sealed envelopes and clearly marked on the outside “Proposal – Perimeter Intrusion Detection & Prevention Software and Related Customized Appliances. All proposals should be addressed to:

R. Allen Elliott
Deputy Chief Information Officer
Westchester County
Office of Information Technology
148 Martine Avenue
Room 211
White Plains, New York 10601

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
Proposals MUST be signed. Unsigned proposals will be rejected.

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

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.

F. Software Warranty and Maintenance

The vendor must provide Westchester County with a one (1) year warranty period, which will begin at the time Westchester County requests the proposer to ship the software and related customized appliances for installation. Included within the one (1) year warranty period are upgrades that may be released during that time. The vendor shall warrant all software provided to be free of defects during this one (1) year period. Any repairs, "bug fixes" or upgrades required during this period will be made at no expense to the County.

G. Source Code in Escrow

The vendor must place and maintain a current copy of the source code as delivered to Westchester County in escrow. In addition, the vendor must indicate that the escrowed software is updated as the source code is modified and that the County will be permitted access to the source code should the vendor enter into bankruptcy or otherwise cease to operate or otherwise be unable to provide support for the product. The County reserves the right to verify that the item(s) placed in escrow includes the source code for the delivered system. The source code in escrow must be in a format and location acceptable to the County. The cost for establishing and maintaining the required escrow account is to be born by the vendor.

H. Other Information

For information on matters other than proposal submission, respondents should contact:

Richard Levy
Assistant CIO
Westchester County
Department of Information Technology
148 Martine Avenue
Room 228
White Plains, New York 10601
E-mail: rjl2@westchestergov.com

Information is also available on the County’s Web site:

http://www.westchestergov.com/rfp/

Responses to questions will be given in accordance with the conditions indicated in Section II.S.

II. LEGAL

A. Understandings

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

• that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;

• submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;

• by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

• that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

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

To reject any or all proposals;

To interview any or all respondents;
To conduct investigations with respect to the qualifications of each respondent;

To supplement, amend, or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another RFP;

To issue additional solicitations for proposals and/or addenda to this RFP;

To waive any irregularities in proposals received after notification to vendors affected;

To negotiate with respondents for amendments or other modifications to their proposals;

To enter into agreements for only portions (or not to enter into agreements for any) of the services contemplated by this RFP;

To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract.

The Vendor may not rely upon oral responses or representations made by the County; the Vendor may rely only upon written responses or representations made by the County and provided to all recipients of the RFP. Any modification to the RFP shall be made by the County, in writing, and delivered to each recipient of the RFP.

The County has diligently prepared the RFP and has presented all known, pertinent data as accurately and completely as possible. The County does not warrant or guarantee the completeness or accuracy of this information, nor will the discovery of an error or omission therein give rise to any obligation by the County to later alter the contract.

B. Incurring Costs

Westchester County is not liable for any costs incurred by respondents in preparation or submittal of the proposal.

C. Proposal Submission

Respondents mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Respondents assume all responsibility for timely receipt of proposal. The County is not responsible for internal or external delivery delays which may delay timely receipt of proposal.
D. Proposal Signature

PROPOSALS MUST BE SIGNED by an official authorized to bind the respondent to its provisions. Unsigned proposals will be rejected. For this RFP the proposal must remain valid for at least 120 days.

E. Acceptance of Proposal Content

The contents of the proposal of the successful respondent may become contractual obligations, if a contract ensues. Failure of the successful respondent to accept these obligations may result in cancellation of the award.

F. Oral Presentation

Respondents who submit a proposal may be required to make an oral presentation of their proposal to the County. These presentations provide an opportunity for the respondent to clarify its proposal, to insure thorough mutual understanding between the parties. The Issuing Office will schedule these presentations.

G. Vendor Responsibilities

The County will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. All subcontractors are subject to approval by the County.

H. News Releases

News releases pertaining to this RFP or the service, study or project to which it relates will not be made without prior County approval, and then only in coordination with the Issuing Office.

I. Confidential Information

The systems covered by this RFP contain information that the County considers confidential. Accordingly, information contained within these County systems may not be disseminated, sold or disclosed. The County may require that the vendor execute a confidentiality agreement.

J. Freedom of Information Law

The New York State Freedom Of Information Law (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, or other data whose public disclosure would cause substantial injury to the respondent’s competitive position or constitute a
trade secret. Respondents who have a good faith belief that information submitted in their proposal is protected from disclosure under the New York State Freedom of Information Law, shall clearly identify the pages of the proposal that contain such information, by properly marking the top of each applicable page: “The respondent believes this information is protected from disclosure under The New York State Freedom Of Information Law” and inserting the following notice in front of its proposal:

K. NOTICE

“The data on pages _______of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain technical or financial information which are trade secrets and/or whose disclosure would cause substantial injury to the respondent’s competitive position. The respondent requests that such data be used only for the evaluation of the proposal but understands that disclosure will be limited to the extent that the County determines is proper under the law. If a contract is awarded to this respondent, the County shall have the right to use or disclose the data, as provided in the contract, unless otherwise obligated by law.”

The County assumes no responsibility for disclosure or use of information so identified provided the County has made a good faith legal determination that the information is not protected.

L. Independent Price Determination

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

The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any respondent; and

Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to award directly or indirectly to any other respondent; and

No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

M. Respondent Certification

Each person signing the proposal certifies that:
He or she is the person in the respondent’s organization responsible within that organization for the decision as to the prices being offered in the proposal and that he has not participated, and will not, participate, in any action contrary to N.1, N.2 and N.3 above, or

He or she is not the person in the respondent’s organization responsible within that organization for the decision as to the prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to N.1, N.2 and N.3 above and as their agent does hereby certify; and that he or she has not participated, and will not participate, in any action contrary to N.1, N.2 and N.3 above.

N. Non-Collusion

The respondent, by signing the proposal, does hereby warrant and represent that this 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 giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any County employee, officer or official.

O. 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.

P. Affirmative Action Provision

The respondent shall expressly agree:

- That in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the respondent, subcontractor, nor any person acting on behalf of the respondent or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any individual who is qualified and able to perform the work to which employment relates; and
• That neither the respondent, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and

• That there may be deducted from the amount payable to the respondent by the County under this Agreement a penalty of FIFTY ($50.00) DOLLARS for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

• That this contract may be canceled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for any subsequent violation of this section of the contract.

Q. Authority to do Business in New York

FOR CORPORATIONS OR LIMITED LIABILITY COMPANIES ONLY. Any corporation or LLC not incorporated or formed under the Laws of New York State must furnish a copy of its certificate of authority from the New York Secretary of State to do business in the State of New York in accordance with Article 13 of the New York State Business Law.

R. Vendor Understanding

The proposal and all attachments, additional information, etc. constitute merely an offer to negotiate with the County of Westchester and is NOT A BID. Vendors must indicate their understanding of this by signing the VENDOR CERTIFICATION included in Schedule B and submitting it with their proposal.

S. Addenda and Interpretation

No interpretation of the meaning of the specifications or other contract documents will be made to any prospective respondent orally. Every request for such interpretation must be made in writing, or by electronic mail to:

Richard Levy
Assistant CIO
Westchester County
Department of Information Technology
148 Martine Avenue
Room 228
White Plains, New York 10601

E-mail: rjl2@westchestergov.com
and be made no later than , 2005. Any and all such interpretations or any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the County Web site http://www.westchestergov.com/rfp/ no later than , 2005. Failure of any prospective respondent to receive any such addendum or interpretation or any other form, instrument or document shall not relieve any prospective respondent from any obligation under his/her proposal as submitted. All addenda so issued shall become part of the RFP document.

T. Basis of Selection

The County will award this RFP, assuming all RFPs are not rejected, based on the proposal that best meets our specified requirements. While price will be a factor in consideration of the proposals, it is not the sole criterion. The County will evaluate all proposals on the basis of selection criteria that include, but are not limited to the following:

- Cost: The terms and fees proposed for the services.
- Commitment: The credibility of the vendors commitment to provide the requested services, meet or exceed all requirements and provide quality personnel.
- Experience and Competence: The vendor’s specific experience and demonstrated ability in providing the services on a scale comparable to that described in this RFP. Preference shall be given to vendors with historical experience providing required products to government entities in an operational airport environment for a period of one (1) year or greater.
- The above criteria are not necessarily listed in the order of importance.
- Past Performance

No proposal will be accepted from nor any agreement awarded to any vendor 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 vendor that has failed to satisfactorily perform pursuant to any prior agreement with the County.

III. BACKGROUND

A. General

The County of Westchester’s Department of Information Technology is a multiple vendor shop with many types of server and mainframe systems and architecture.
B. Technical Environment

The Office of Information Technology is responsible for the development, implementation and support of computer systems for all County departments. These systems support the daily business processes and mission critical functions of the County of Westchester.

C. Security

The County will require that all individuals receive security clearance as a prerequisite to working on this project as well as attend required security training detailed in Attachment VII of Schedule A.

IV. PROPOSAL CONTENT

A. Executive Summary

Respondents must summarize the services they are offering. They should also include:

- The scope of the work being proposed and the approach to be applied.
- Vendor’s corporate capabilities, project management experience, organization and staffing.
- Overall understanding of the County’s needs.
- Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent’s ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

B. System Details

Respondents must indicate whether each item of the functional requirements is part of the system they are proposing. If the system handles the functional requirement in a different way, details must be provided to explain it. If an item requires customization of the system, it must be clearly indicated with the price for that customization.

C. Financial Information

Respondents must provide their most recent audited annual financial statement or other such documentation that is acceptable to the County of Westchester.
D. Personnel Resumes

The respondents may be individuals or companies. If the respondent is a company, the respondent should propose a project team including specific personnel for specific roles. The respondent shall describe recent (within the last two years) experience of the key personnel relevant to any projects of the type, size and scope of this RFP.

All individuals, or in the case of company staff members (including subcontractors if any) of the respondent’s proposed project team, must be named, and a detailed resume must be included for each. The resume must include academic background and degrees (indicate major field of study), professional certifications, previous participation in County projects, and at least three references (include name, title, organization, address, and telephone number) who can attest to the competence and skill level of the individual and a sample of the individual’s technical work as appropriate to the skill area.

No changes in the individuals or team staff or specific assignments may be made without the approval of the County.

E. Qualifications & References

Respondents must submit information in sufficient detail to enable the County to evaluate its ability to provide the services outlined in the RFP.

Proposal must contain:

Full names and addresses of each individual, company or entity involved and if applicable, the branch office of the other subordinate units that will perform or assist in performing the work.

The number of years of relevant experience the individual has or, in the case of a company, the number of years the company has been in existence, the structure of the organization and the primary markets served.

Names, addresses and telephone numbers of three references for whom the respondent has performed similar services. For each project, respondent must indicate:

- The work performed
- Its duration
- The size of the organization relative to the County
- Proposed versus actual budget/cost.
F. **Price Proposal**

Respondents shall submit an itemized Cost which contains a fixed price schedule for the software and related customized appliances (listed by type and quantity), which when integrated with other equipment, shall provide the level of system performance as detailed herein.

V. **PAYMENT**

Payment will be made, pursuant to an approved schedule, based upon a claim form submitted by the selected respondent and approved by the Westchester County Chief Information Officer and authorized by the County.

VI. **SECURITY AND DAMAGES**

It will be a violation of the provisions of the contract for the vendor or vendor’s employee(s) to remove or alter any record or copy for any purpose other than a backup of on-line data.

Should it be determined that any equipment or software used by the vendor under the terms of this agreement is damaged, it shall be the vendor’s responsibility to repair or replace the software or equipment, without cost to the County.

VII. **RESPONDENT INSURANCE INFORMATION**

Prior to commencing work the respondent shall obtain, at its own expense, the required insurance as stipulated by the County in Schedule “A”

The County will not be responsible for the costs of the respondent’s insurance or out of pocket travel expense.
Schedule A

I. Insurance and Indemnification Requirements

II. Standard Insurance Provisions (Consultant)

III. Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

IV. Certification Regarding Business Dealings with Northern Ireland

V. Chemical leak restrictions/Airport Environmental Management System Notice

VI. Required security training

VII. Buy American Certification (for steel products)

VIII. DBE Program

IX. Contractual Requirements (Federal)

X. Certificate regarding disbarment
Schedule A – I

**CONTRACT**

After selection of the successful proposer, 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.

**INDEMNIFICATION AND INSURANCE**

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

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

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

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

The Consultant shall provide proof of the following coverage:

(a) General Liability and Property Damage insurance with a minimum policy coverage of:

<table>
<thead>
<tr>
<th>Bodily Injury Liability</th>
<th>Property Damage Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Person</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

Coverage shall include Contractual, Independent Contractors/Subcontractors and Products and Completed Operations.
(b) Automobile Liability with a minimum liability of $1,000,000 per person and $3,000,000 per occurrence for bodily injury and $1,000,000 for property damage. Coverage to include owned, non-owned and hired autos.

(c) Workers’ Compensation coverage in statutory amounts.

(d) Professional Liability coverage with a minimum liability per occurrence of $1,000,000.

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 Aldwich, New Jersey.

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.

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.
SCHEDULE A-III

STANDARD INSURANCE PROVISIONS
(CONSULTANT)

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

2. The Consultant 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 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.
(c) General Liability Insurance with a minimum limit of liability of $1,000,000 per person and $3,000,000 per occurrence for bodily injury and $1,000,000 for property damage or a combined single limit of $3,000,000 (c.s.l), naming the County of Westchester as an additional insured. This insurance shall indicate on the certificate of insurance the following coverage:

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

(d) Automobile Liability Insurance with a minimum limit of liability of $1,000,000 per person and $3,000,000 per occurrence for bodily injury and a minimum limit of $1,000,000 per occurrence for property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:

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

(e) Consultant's Professional Liability. The Consultant shall provide proof of such insurance. (Limits of $1,000,000).

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

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

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

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

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

For Informational Purposes Only

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 A – V

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 A - VI

SPECIAL NOTICE

County of Westchester
New York

CHEMICAL LEAK RESTRICTIONS AT AIRPORT

A. It is now the County of Westchester - Department of Transportation’s policy to ban the use of ethylene glycol for deicing aircraft and its use in construction equipment/vehicles (i.e. anti-freeze) at the Airport. This is in addition to the prior prohibition of other chemicals (i.e. gasoline, diesel fuel, lubricants, etc.) that can potentially leak/spill and contaminate the environment.

B. Passenger automobiles are excluded from this policy.

C. Failure to comply with this policy will cause the negligent contractor to be liable for all expenses incurred by damages or delay of work or impediment of Airport operations.

AIRPORT ENVIRONMENTAL MANAGEMENT SYSTEM

The proposor recognizes that the Airport has an Airport Environmental Management System and shall cooperate with all procedures and protocols.
SCHEDULE A - VII

SPECIAL NOTICE

County of Westchester
New York

REQUIRED TRAINING FOR CONTRACTOR PERSONNEL

A four hour training session by the airport manager will follow the preconstruction meeting and be required for all flaggers, project superintendent, project manager, and responsible foremen for contractor and subcontractors. All contractor’s and subcontractor’s personnel shall be trained regarding the importance of following the special procedures outlined in the special notes, inspection of the work for compliance with the special procedures, and safe disposal of trash. Flaggers shall be trained in the proper use of ground control radios and terminology.

An eight hour training session by the airport manager is required for all potential escort vehicle drivers. Scheduling of this training shall be arranged by the Contractor through the airport manager.

The Contract shall supply all escort vehicles with qualified drivers. Escort vehicles shall be pickup trucks or passenger vehicles in good working order. Vehicles shall be equipped with dashboard mounted radios, construction warning flags and rotary beacons. The airport manager reserves the right to reject any drivers and/or vehicles for failure to comply with these provisions.

All training for flaggers and drivers is to be completed prior to start of construction.

SECURITY REGULATIONS

In addition to the requirements of General Requirements 4. Security Regulations, there will be a $30 processing fee for each Airport I.D. card issued. Contractors personnel who lose their I.D cards will not be allowed admittance to the airport.
SCHEDULE A - VIII

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products For Construction Contracts) below, and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the Owner lists of articles, materials, and supplies excepted from this provision.

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<thead>
<tr>
<th>PRODUCT</th>
<th>COUNTRY OF ORIGIN</th>
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BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)

(a) The Contractor agrees that only domestic steel and manufactured products will be delivered and used by the Contractor, Subcontractor, Materialmen, and Suppliers in the performance of this contract, as defined in (b) below.

(b) The following terms apply to this clause:

(1) Steel and Manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

(2) Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
(3) Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.
SCHEDULE A - IX

SPECIAL NOTICE

County of Westchester
New York

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM - USDOT

This Contract is subject to the United States Department of Transportation regulations for Disadvantaged Business Enterprises (DBE). By bidding on this Contract, the bidder assures the County that a good faith commitment will be made to meet the goals of the DBE Program contained in the Special Conditions Section of the Contract Documents. If the bidder determines that the goal cannot be accomplished, a bid may be submitted with a separate statement of the percentage of DBE participation anticipated.

The Bidder is advised that a “Registry of Disadvantaged Business Enterprises” may be obtained by contacting Mr. William Ross at the New York State Office of Equal Opportunity Development and Compliance, telephone number 518-457-1129. Please note that the Registry is of known DBEs, other qualified DBEs may be considered. The Registry has been compiled from data provided to the State by DBEs and by other records maintained by the State. The State cannot guarantee its accuracy not assume any responsibility for material contained therein. Listing of a firm is not a warrant of any kind by the State of the competence or work product of that firm.
SPECIAL CLAUSES

DBE PROGRAM

This contract is subject to the Unites States Department of Transportation for the Disadvantaged Business Enterprises (DBE) contained in the Federal Regulations. The following goal for DBE participation for this contract is:

1.88% for Federal Aviation Administrative Projects

Qualifying DBE firms are at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals.*

By bidding on this Contract, the bidder assures the County that a good faith commitment will be made to meet the foregoing goal, If the bidder determines that the goal cannot be accomplished, a bid may be submitted with a separate statement of the percentage of DBE participation anticipated.

The bidder is advised that a “Registry of Disadvantaged Business Enterprises” may be obtained by contacting Mr. William Ross at the New York State Office of Equal Opportunity Development and compliance, telephone number (518) 457-1129

In the event the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have met.

DBEs are: Black American, Hispanic America, Native American (includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians), Asian-Indian American, Women (regardless of race, ethnicity, or origin) and other (individuals found to be socially and economically disadvantaged by the small business administration.
A Bidder who fails to provide documented assurance that the DBE goal for this Contract can be achieved and fails to demonstrate to the County that a good faith effort to meet same, shall not be eligible to be awarded the contract:

(i) Inform DBE's of subcontracting opportunities;

(ii) Select portions of the work to be performed by DBE's in order to increase the likelihood of achieving the stated goal;

(iii) Negotiate with DBE's for specific sub-bids including at the minimums.

** (a) The names, addresses, and telephone numbers of DBE's that were contacted

** (b) A description of the information provided to DBE's regarding the plans and specifications for portion of the work to be performed.

** (c) A statement of why additional agreements with DBE's were not reached.

Participation percentages shall be monitored throughout the performance of the contract. After commencement of the work, Submit Form 2 on a quarterly basis setting forth the names of and amounts paid to DBE subcontractors and materialmen during the proceeding month(s).

Submit Form 2 for Federal Transportation Administration projects to:

Mr. John P. Murray
Westchester County Airport
Westchester Department of Transportation
Building #11 35 Loop Rd
White plains NY 10604
(914) 995-4863

Submit Form 2 for Federal Aviation Administration projects to:

Mrs. Donna Proft
Program Specialist Westchester County Airport
Westchester County Department of Transportation
White plains NY 10604
(914) 995-3281
Vendor Used By: ________________________________
(Prime Contractor)

Vendor Name______________________________________________________
(Sub-contractor or Supplier)

Address___________________________________________________________

City__________________   State:  __________________Zip Code____________

Telephone: _(     )____________

Contact Person______________________________________________________

Title:______________________________________________________________

Controlling Interest or ownership:
- Black American
- Hispanic America
- Native American (Includes person who are American India, Eskimos, Aleuts, or Native Hawaiians)

- Asian-Pacific American
- Asian-Indian American
- Women (regardless of race, ethnicity, or origin)
- Other (individuals found to be socially and economically by the small business Administration)

Type of Ownership (check one)

- Sole Proprietorship
- Partnership
- Corporation

Has Your Company Ever Been Certified As A Disadvantage Business Enterprise?

- No (   )    Yes (   )
- If Yes list the state/Agency and date of certification:

Supplies or Service Provided To Contractor for The Quarter Ending ___/____/____: $Amount

(10/98)
ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontracts, including Procurements of materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions. The contractor shall include the provisions of paragraph 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation with a subcontractor or supplier as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 40 CRF part 32, the contractor certifies that it, and its principles:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntary excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charges by a Government entity (Federal, State or Local) with commission of any of the offences enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause of default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: ______________

Signature

Title

Organization
Schedule B

I. Vendor Certification
Vendor 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.

__________________________
Vendor Name

By: ________________________
Name and Title
Schedule C

I. Sample Contract
SCHEDULE C - I

THIS AGREEMENT made the ___________ day of ____________________ 20__
by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and
place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601
(hereafter the “County”)

and

CONSULTANT, having an office and principal place of business at
(hereafter the “Consultant”)

W I T N E S S E T H:

FIRST: The Consultant shall provide , as more fully described
in Schedule “A”, which is attached hereto and made a part hereof (the “Work”). The Work shall be carried out
by the Consultant in accordance with current industry standards and trade practices.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this
Agreement, is set forth in Schedule “A”. The Consultant shall provide the County with prior written notice of any
proposed changes in key personnel, and the Chief Information Officer of or his/her duly authorized designee
(the “CIO”) shall have sole discretion to approve or disapprove of any such personnel changes.

SECOND: The term of this Agreement shall commence on     and shall terminate on     , unless
terminated earlier pursuant to the provisions of this Agreement.

The Consultant shall report to the County on its progress toward completing the Work, as the
Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

The Consultant shall properly maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall be submitted on a monthly basis. This log shall include, but not be limited to, the following:

1. Date.
2. Names and titles of employees rendering service.
4. Required time expended.
The Consultant shall complete those specific Work items identified in Schedule “A” by the interim deadlines set forth therein, unless an interim deadline is extended by the Commissioner in writing, subject to any necessary legal approval of such amendment.

**THIRD:** For the Work to be performed pursuant to Section “1,” the Consultant shall be paid an amount not-to-exceed $ Dollars, in the manner and at the rates set forth in Schedule “A”, which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Consultant on properly executed payment vouchers of the County and paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Consultant prior to completion of all Work and the approval of same by the Commissioner.

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Consultant exceed the not-to-exceed amount set forth above.

**FOURTH:** Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Consultant fails to cooperate with such 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 year following termination of this Agreement.

**FIFTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available.
for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

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

SIXTH: (a) The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule “A”. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Consultant shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Work rendered by the Consultant prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have,
may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

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

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

EIGHTH: (a) The Consultant represents that, as a material element of this agreement, and prior to the rendering of any services to the County, it has filed with the Westchester County Clerk an instrument in the form attached hereto as Schedule "C". In addition, the Consultant hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

(b) The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from, the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled, or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.
NINTH: The Consultant expressly agrees that neither it nor any Consultant, subconsultant, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Consultant acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

ELEVENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule “D” is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Consultant agrees to complete the questionnaire attached hereto as Schedule “D”, as part of this Agreement.

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

Note: Include the following paragraphs only if the subject matter of the contract involves intellectual property rights, such as a contract with a photographer or a contract which will result in the production of a report, brochure, advertisement, television show, custom software, etc. that the County desires the right to reproduce.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Consultant are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.
The Consultant agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

**THIRTEENTH:** The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subconsultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Work performed by a County-approved subconsultant shall be deemed Work performed by the Consultant and the Consultant shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

**FOURTEENTH:** 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 party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule “E”. Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule “E”.

**FIFTEENTH:** The Consultant and the County agree that the Consultant and its officers, employees, agents, Consultants, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof. Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule “F”.

**SIXTEENTH:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

**SEVENTEENTH:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by
facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

__________________
__________________
__________________

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Consultant:

__________________
__________________
__________________

EIGHTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

NINETEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

TWENTIETH: The Consultant recognizes that this Agreement does not grant the Consultant the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other Consultants on an “as needed” basis.

TWENTY-FIRST: This Agreement shall be executed in triplicate and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but
one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of
the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this
Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid
or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be
affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall
be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This
provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the
determination of such invalidity or unenforceability.

TWENTY-SECOND: Pursuant to Federal Executive Order 12549, and as prescribed by federal
regulations, including 48 C.F.R. Subpart 9.4, the Consultant hereby agrees to complete the Debarment and
Suspension Certificate attached hereto as Schedule ["G"] and which is made a part hereof. In addition, the
Consultant agrees to sign the certifications regarding Drug Free Workplace and Lobbying, attached hereto as
Schedules ["H"] and ["I"], and made a part hereof.

TWENTY-THIRD: The Consultant shall use all reasonable means to avoid any conflict of
interest with the County and shall immediately notify the County in the event of a conflict of interest. The
Consultant shall also use all reasonable means to avoid any appearance of impropriety.

TWENTY-FOURTH: This Agreement shall not be enforceable until signed by both parties and
approved by the Office of the County Attorney.
IN WITNESS WHEREOF, The County of Westchester and the Consultant have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: ________________________________
   Name: ________________________________
   Title: ________________________________

[NAME OF CONSULTANT]

By: ________________________________
   Name: ________________________________
   Title: ________________________________

Approved as to form
and manner of execution

__________________________ County Attorney
County of Westchester
ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF

On the ____________ day of ________________ in the year ______________ 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 2003 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 thereeto pursuant to such authority.

______________________________  Notary Public

Date
SCHEDULE “A”

SCOPE / SPECIFICATIONS
SCHEDULE "B"

Index No.

STATE OF ) ss.

COUNTY OF )

_________________________________________________________, being duly
sworn, deposes and says under penalty of perjury that the following statements are true:

1. I am the ______________________________________________________________
   (Title, Officer, Partner, Owner, etc.)
   of ________________________________________________________ (the "Consultant") which
   (Name of Consultant)
   has been retained by the County of Westchester to provide consultant services in connection with
   ___________________________________________________________________________
   ___________________________________________________________________________

2. The Consultant agrees that it has no interest and will not acquire any interest direct or indirect, that
   would conflict in any manner or degree with the performance of services to be rendered to Westchester County.

3. The Consultant, further agrees that, in the rendering of services to the County, no person having any
   such interest shall be employed by it.

4. I make this Affidavit on behalf of the Consultant with its full knowledge and consent, pursuant to the
   requirements of Local Law No. 3-1988 of the Westchester County Board of Legislators and with the intent that the
   County of Westchester will rely on the statements contained herein.

__________________________
Consultant

Sworn to before me this ________
   day of ______________________, 2005

___________________________
NOTARY PUBLIC

[Note to Consultants: Please file this Affidavit directly with the Office of the Westchester County Clerk,
Legal Division. The filing fee is $5.00.]
SCHEDULE “C”

STANDARD INSURANCE PROVISIONS
(CONSULTANT)
SCHEDULE “D”
For Informational Purposes Only

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN
SCHEDULE "E"

CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND
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 “G”

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant certifies that it, and its principals:

   (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

   (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

   (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Consultant is unable to certify to any of the statements in this paragraph, the Consultant shall attach an explanation to this certification.

Date:________________________

Signature

________________________

Title

________________________

Organization

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee’s policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and,

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

________________________________________

Authorized Signature       Title       Date
The undersigned certifies, to the best of his or her knowledge and belief, 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 or 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 was 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 31 U.S.C. § 1352. 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.

________________________________________
Organization

________________________________________
Authorized Signature           Title           Date

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
Schedule D

I. Section 120 Affirmative Action/EEO
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED)

A. The following is to be made a part of all solicitations for bids on all federally assisted construction contracts or subcontracts in excess of $10,000.

B. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

C. The goals for minority and female participation, expressed in percentage terms FOR THE CONTRACTOR'S WORKFORCE on all construction work in the covered area, are as follows:

   Goals for minority/female participation:  All trades 22.6%/6.9%

(1) These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

(2) The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and the contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

D. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employee identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

E. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Westchester County, New York.

F. The Department of Labor has eliminated all imposed EEO plans and the Philadelphia Plan as a means of complying with Executive Order 11246. Hometown Plans can still be used; however,
signatories are required to submit goals and timetables for the utilization of women to the Director, Office of Federal Contract Compliance Programs, Department of Labor, Washington, D.C.

CERTIFICATION OF NONSEGREGATED FACILITIES

All bidders will be required to submit with their bids a Certification of Nonsegregated Employee Facilities, including an agreement to get a similar certification from proposed subcontractors. These certifications will be required prior to award of contract.

CONTRACTOR’S CERTIFICATION OF NONSEGREGATED FACILITIES

The Federally-assisted construction contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit employees to perform services at any location, under its control, where segregated facilities are maintained. The Federally-assisted construction contractor certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The Federally-assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating area, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

The information above is true and complete to the best of my knowledge.

Name and Title of Signer (Please type or print)

_________________________________________________ __________________________________

Signature       Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
REPORTS

A. Contractors/Subcontractors with 50 or more employees and Contracts over $ 50,000. All contractors and subcontractors performing on federally assisted projects are required to file annually (on or before March 31) complete and accurate reports on SF 100 (Employee Information Report, EEO-I) to the Joint Reporting Committee. The first report is due within 30 days after award unless such report was filed within the preceding 12-month period.

Standard Form 100 is normally furnished based on a mailing list, but can be obtained from the Joint Reporting Committee, P.O. Box 2236, Norfolk, Virginia 20501.

B. Contractors/Subcontractors with Contracts over $10,000. As indicated in paragraph 5 of the EEO Clause, monthly Employment Utilization Reports, CC 257 (previously SF 257) will be submitted to the OFCCP, District Director, OFCCP/ESA, U.S. Department of Labor, Room 36116, New York, New York 10278.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The following must be included IN ENTIRETY as a part of all federally funded construction contracts over $10,000:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including Apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices (to be provided) setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations of advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided) advising the said labor union or workers representatives of the contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 1-1246, as amended, of
E. The contractor will furnish all information and reports required by Executive Order 11246, as amended, of September 24, 1965, and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Comptroller General of the United States, Department of Transportation, FAA and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, of September 24, 1965, and such other sanctions maybe imposed and remedies invoked as provided in Executive Order 11246, as amended, September 24, 1965, or by rule, regulation, or order of the Secretary of labor, or as otherwise provided bylaw.

G. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of Paragraph A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to section 204 of Executive Order 11246, as amended, of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the FAA, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Contractors and subcontractors may satisfy EEO requirements of Paragraph 2 of the referenced EEO clause by complying with any of the following:

1. Stating in the Invitation for Bids that all qualified applicants will have equal consideration for employment without regard to race, color, religion, sex, or national origin, or

2. Including appropriate insignia in display or other advertising as prescribed by the Department of labor, or

3. Using a single advertisement grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or

4. Using the phrase "an equal opportunity employer" in a single advertisement in clearly distinguishable type.
NOTICES TO BE POSTED PER PARAGRAPHS A AND C OF THE EEO CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW - DISCRIMINATION IS PROHIBITED BY THE CIVIL RIGHTS ACT OF 1964 AND BY EXECUTIVE ORDER NO. 11246

Title VI of the Civil Rights Act of 1964 - Administered by:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 75 or more employees, by Labor Organizations with a hiring hall of 75 or more members, by Employment Agencies, and by Joint Labor-Management Committees for Apprenticeship or Training. After July 1, 1967, employees and labor organizations with 50 or more employees or members will be covered; after July 1, 1968, those with 25 or more will be covered.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1800 G Street NW Washington, D.C. 20506

Executive Order No. 11246 - Administered by:

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

By all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under a Federally Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE
U.S. Department of Labor, Washington, D.C. 20210
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246, AS AMENDED)

The following specifications shall be made a part of all federally assisted construction contracts or subcontracts over $10,000 AND included in all invitations for bids:

A. As used in these specifications:
   1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
   4. "Minority" includes:
      (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or origin regardless of race);
      (c) Asian of Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and
      (d) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.)

B. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

D. The contractor shall implement the specific affirmative action standards provided in paragraphs G1 through G16 of these specifications. The goals set forth in the solicitation from which this contract
resulted are expressed as percentages of the total hours on employment and training of minority and female utilizations the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.

F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The contractor shall take specific affirmative actions to ensure EEO. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under G2 above.

6. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment
decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job sites. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussion with the contractors and subcontractors with whom the contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation, at least of all minority and female personnel, for promotional opportunities and encourage these employees-to-seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action
H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work effort participation, make's a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

I. A single goal for minorities and a separate single goal for woman have been established. The contractor, however, is required to provide EEO and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is substantially disparate number (for example, even though the contractor has achieved its goals for women generally the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

K. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.

L. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and in its implementing regulations, by the OFCCP. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

M. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

N. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provision hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be
maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

TITLE VI OF THE CML RIGHTS ACT OF 1964 NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the contractor) agrees as follows:

A. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the sponsor or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

F. **Incorporation of Provisions.** The contractor shall include the provisions paragraphs 1 and 5 in every subcontract; including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

G. **Breach of Contract Terms - Sanctions.** Any violation or breach of the terms of this contract on the part of the contractor/subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.