



**Andrew J. Spano, Westchester County Executive  
County Board of Legislators**

# **REQUEST FOR PROPOSAL**

## **Westchester County Bee-Line System**

**Yonkers Transit Study  
2009**



**November 9, 2009**

DEPARTMENT OF TRANSPORTATION  
Lawrence C. Salley, Commissioner

**WESTCHESTER COUNTY BEE-LINE SYSTEM**  
**YONKERS TRANSIT STUDY**

Westchester County, acting by and through its Commissioner of Transportation, is seeking proposals from qualified firms to undertake an evaluation of Bee-Line bus operations in the downtown of Yonkers, identify a location for a new bus terminal and examine the potential for routing MTA New York City Transit buses to Yonkers that terminate in the Bronx.

**I. SCOPE OF WORK**

Background

The City of Yonkers is the largest municipality in Westchester County, with an estimated population of 197,852 (2006 US Census). It serves as a major transportation hub for Bee-Line bus operations with approximately 26,000 boardings and alightings in the study area, (as shown on the map in Attachment A). Extensive development is currently planned for downtown Yonkers to include a mix of residential and commercial buildings.

The City is also a major hub for Metro-North and Amtrak rail lines. In 2006, the Bee-Line system began accepting MetroCard as a fare medium, allowing free transfers between Bee-Line and MTA New York City Transit buses and subways, as well as free transfers within the Bee-Line system. This new benefit resulted in an increase in ridership, especially for those bus routes connecting to MTA services.

Study Area

The study area is bounded by Buena Vista Avenue, River Street and Alexander Street on the west side, Ashburton Avenue to the north and Nepperhan Avenue and Prospect Street on the east and south sides.

Study Purpose

The purpose of this study is to improve the operating efficiency of Bee-Line buses in downtown Yonkers and to identify a location for a potential bus terminal in the downtown, given the extensive development planned for the study area. School routings shall be included in the Bee-Line services to be evaluated. The study shall also evaluate the feasibility of routing MTA New York City Transit buses to Yonkers that currently terminate at the Westchester County line.

Task 1 – Existing Conditions

The successful proposer shall evaluate existing bus operations in the study area through an analysis of travel times, ridership, markets served (including school trips), bus routing and circulation to determine causes of delays, operating constraints and heaviest stops. Westchester County DOT will provide the most recent Bee-Line passenger counts obtained in 2008.

The successful proposer will examine the most up-to-date development plans for the City of Yonkers, within the context of the Bee-Line system and existing bus routings. Additional background documents related to the study will also be reviewed, including the results of a Walkable Community Workshop held in Yonkers in 2007 (Attachment B).

A technical memo will be provided summarizing the results of this task and including all relevant data collected.

#### Task 2 – Study Oversight and Public Outreach

A Steering Committee shall be formed consisting of Westchester County DOT, the City of Yonkers, MTA Metro-North Railroad, MTA New York City Transit, the New York Metropolitan Transportation Council (NYMTC) and New York State Department of Transportation (NYSDOT). The Steering Committee shall provide oversight to the study process at key junctures. Two public meetings on the study are anticipated to be held to solicit input from members of the public. These shall be held after Task 1, and at the end of the study. Westchester County DOT shall arrange meetings rooms and publicity for the meetings.

The consultant shall prepare presentation materials and provide summaries of Steering Committee meetings and public meetings.

#### Task 3 – Identify Service Changes and Improvements

Given projected growth in the study area and development plans, identify opportunities for serving new markets and additional demand for bus service. Consider opportunities for rerouting or consolidating bus services. Operational issues such as bus layover areas and driver rest areas need to be considered.

This task shall result in a technical memorandum with maps depicting recommended service changes.

#### Task 4 – Identify a Location for a Bus Terminal

Identify a location for a bus terminal that is centrally located and maximizes opportunities for intermodal connections. Determine space requirements and provide preliminary conceptual drawings for up to two potential sites. Operating plans related to the bus terminal shall be provided.

This task shall result in conceptual drawings, operating plans and a discussion of the opportunities and constraints associated with the potential sites examined for locating a bus terminal.

#### Task 5 – MTA New York City Transit Analysis

Currently, several MTA New York City Transit buses terminate at the Bronx line. This task will examine the operating feasibility of routing the buses to Yonkers, and the potential market for extended service to Westchester. The potential for layover at the new bus terminal will also be examined.

This task shall result in a technical memorandum with maps depicting recommended service changes.

#### Task 6 – Cost Estimates

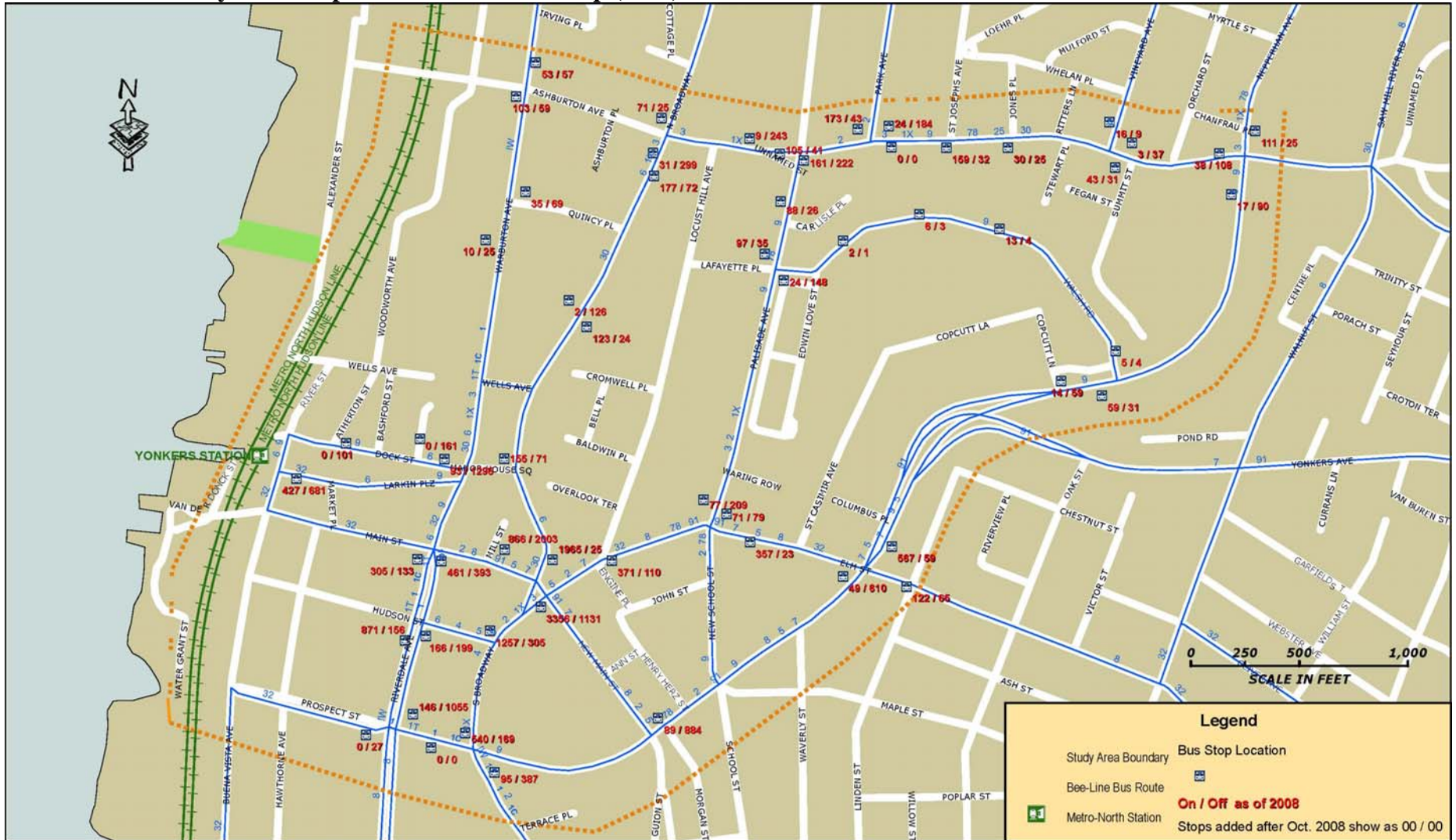
The successful proposer shall provide operating and capital cost estimates of service changes/revisions, including fleet requirements. An order of magnitude cost estimate for a new bus terminal shall also be provided.

A technical memo shall be provided with operating and capital cost estimates, as well as a detailed explanation of the assumptions used to support them.

Task 7 – Final Report

The successful proposer shall prepare a final report synthesizing the findings of the study and providing an overall plan for improving the operating efficiency of bus operations in Yonkers. All study projects shall be provided in electronic format. In addition, 15 hard copies of the final report and 10 copies on cd shall be provided.

# Attachment A. Study Area Map and Bee-Line Ridership (2008)



**Attachment B.**

**Downtown Yonkers Walkable Community Workshop**

**City Hall**  
**Ceremonial Court Room**  
**Yonkers, New York**

**October 16, 2007**

**Report Prepared by:**

**Mr. Larry McAuliffe**  
**Manager, Research Unit**  
**New York Metropolitan Transportation Council**

**Ms. Colleen Roche**  
**Senior Planner**  
**City of Yonkers Planning Bureau**

## **Downtown Yonkers Walkable Community Workshop – October 16, 2007**

### **Introduction:**

Our workshop on October 16<sup>th</sup>, lead by Charles Gandy of Livable Communities, focused on the redeveloping downtown of the city of Yonkers. The New York Metropolitan Transportation Council sponsored the four hour session; hosted and coordinated by the Yonker's Planning Department.

Pedestrian expert Charles Gandy gave a presentation on techniques communities can use to make their neighborhoods attractive and safe, showing examples of well designed streetscapes and traffic calming safety improvements from around the country. He stressed the importance of context sensitive designs that highlight the unique characteristics of a place, and he demonstrated that making streets safer for all users can act as an economic development tool by increasing accessibility and enhancing community identity.

While many pedestrian and transit friendly developments have occurred in downtown Yonkers in recent years, including traffic calming and streetscape enhancements on Main Street, there is more on the drawing board for this area.

If approved, the first phase of a proposal by the developers Struever, Fidelco and Cappelli, would uncover a section of the Saw Mill River paved over during the early 20<sup>th</sup> century. The plans call for building stores, condominiums, a minor league baseball park, parking garages and a movie theater at a cost of about \$1.6 billion. The area will be renamed Getty Square from Chicken Island. This area adjoins Nepperhan Avenue which will provide auto access from nearby highways. Two other development phases in other sections of downtown are planned.

As it is assumed that Nepperhan Ave will be reconstructed as part of the overall redevelopment of the area, this eight lane principal arterial was a major focus of the workshop. It is noted that there are good quality sidewalks on each side of the roadway, which can form a base for further improvement.

Before looking at specific group recommendations for improving walking conditions in this important corridor, it is important to recognize that if development plans are realized there will be a substantial number of new trips generated throughout the downtown from construction of new residences, office space, and shopping and entertainment venues. This development has the potential to produce a great deal of traffic congestion, if the great majority of trips are made by car. While it is anticipated that many trips to the downtown will be made by car from surrounding suburban areas, many others will be walking trips made by people living in the new residential buildings and by people working and shopping in the area who arrive by transit. Therefore, a good walking network will support the area's redevelopment by providing connectivity throughout downtown allowing residents, workers, and visitors the ability to walk from place to place in the downtown. Even those arriving by car will be encouraged to park once and walk to multiple attractions. A good pedestrian network will also allow residents of nearby neighborhoods to enter downtown by walking or transit.

### **Establishing a Pedestrian Network:**

The following infrastructure improvements are recommended for all of Nepperhan Avenue down to the waterfront and on the intersecting cross streets.

- Assessment of all signalized intersections for re timing to ensure sufficient crossing time for pedestrians.
- Once the crossing signals are re timed, countdown pedestrians signals are recommended at each intersection, to alert the pedestrians to remaining crossing time.
- Well marked crosswalks should be added and maintained at each intersection. Yonker's may consider a distinctive crosswalk marking that helps to brand the areas as a walking destination.
- Pedestrian crossing signs should be placed at each major intersection to alert motorists to the pedestrians. Many communities are adopting fluorescent green signs that show pedestrian figures and an arrow pointing to the crossing.
- Establish distinct gateways to the area that indicate that there will be pedestrians ahead.
- At the gateways to the pedestrian areas, place signs alerting the motorist that this is a pedestrian area. Pavement markings may complement the signs.
- Add curb extensions at major intersections and heavily used pedestrian crossings to shorten the crossing distance for the pedestrians and to alert the motorist to the pedestrians. Conduct an engineering study prior to installation to ensure appropriate placement.
- Explore installation of center medians at key locations to assist pedestrian crossings and to direct traffic flow.
- Add curb cuts for the disabled where missing.
- Address conflict between motorists and pedestrians at right turns by reducing the turning radius at rounded wide intersections to slow speeding traffic and allow pedestrians to cross. This technique restores the intersection to a right angle.
- Pedestrian scale street lamps should be placed throughout the entire area to increase safety of the pedestrians walking at night.
- Street trees and benches should be added at regular intervals to create a welcoming environment.
- Place way finding signs at major highway crossing points and the train station that indicate location and direction of major attractions in the area like the library, train station, historic district, and commercial areas.
- Request increased police enforcement of the speed limit to address high speeds.
- Place speed monitoring displays along Nepperhan Avenue (speed trailers) that indicate the rate of speed traveled - to make motorists aware of speeding.
- It is noted that one of the proposals for redevelopment of Nepperhan Avenue calls for removal of existing parking spaces on both sides as a way to bring traffic to and from Getty Square. Leaving the on street parking in place is recommended as a way to calm traffic by reducing travel speeds.

### **Specific Areas for Improvement:**

#### **A. New Main Street and Nepperhan Avenue:**

The group placed their primary attention on improving this intersection due to observed difficulties in crossing this eight lane principal arterial. In addition, this intersection will be a key entry point to the new Getty Square for both vehicles and pedestrians.

Work is needed at this intersection, prior to the new development to make it a safe crossing of Nepperhan Avenue. In the short term, many of the pedestrian improvements detailed above should be implemented especially improvements in signal timing and in provision of pedestrian refuge islands. In the longer term, an engineering study is warranted to determine an appropriate combination of traffic calming measures. Since this will be a main entry to Getty Square, improvements that establish it as a gateway should be considered.

Due to the great distance across (approximately 100 feet) Mr. Gandy recommended traffic calming measures will include the installation of pedestrian crossing islands in a newly established center median. Indeed, Mr. Gandy called for the installation of a raised center traffic median along the entire length of Nepperhan Avenue with pedestrian traffic islands at each intersection. He said that since the traffic lanes are 12 feet each, the city could reduce the lanes by two feet each in order to create room for the center median. This would have the added benefit of reducing traffic speeds along the arterial. Another alternative is reducing the number of lanes in each direction from four lanes to three lanes to provide room for the median.

#### **B. Warburton Avenue and Prospect Street:**

The group noted that this is a difficult and long crossing at a busy intersection. It is also an important gateway to downtown. An engineering study is warranted to identify specific improvements that may include curb extensions to shorten the crossing and to increase the visibility of pedestrians. Lukas Herbert of Westchester County noted the potential to develop a bike route along Riverdale Avenue to downtown Yonkers where it could potentially continue north on Warburton Avenue. Currently the existing bike route from New York City ends at the Bronx/Yonkers line. Mr. Gandy recommended the potential for one traffic lane and one bike lane, if there are less than 18,000 cars per day traveling this route.

It was also noted that existing raised center medians at this intersection should be extended beyond the pedestrian crosswalks, to provide a pedestrian refuge island behind the center median, separating the pedestrians from the traffic stream.

Steve Sansone said that people cut through the Philipsburg Hall parking lot rather than using the sidewalk creating a safety problem. He called for enclosing the parking lot. Group members pointed out that there are plans for a new hotel and fire fighters headquarters across the street. Mr. Gandy offered that a pedestrian bridge over Nepperhan Avenue at School Street might be explored.

#### **C. Main Street and Buena Vista Avenue (Gateway to the Historic Pier)**

The pier and esplanade are a focal point of downtown Yonkers. The group said it should be highlighted.

Mr. Gandy recommended three potential improvements. One is the use of way finding on the street entry routes to downtown geared toward motorists. A second is enhanced lighting for the post office to draw attention to this gateway to the pier (Similar to the trees with lights during the holiday period). The third was to add pedestrian improvements to New Main Street that would make it a promenade enhancing its role as a pedestrian entryway to the pier.

# **WALKABLE COMMUNITIES WORKSHOP ATTENDEE LIST**

## **Downtown Business Improvement District**

Steve Sansone, Executive Director

## **Community**

Father John Hamilton, St John's Church

Rich Madger, Groundworks Yonkers

Anne Marie Mitroff, Groundworks Yonkers

## **Senior Housing**

Henry Doehr

## **Yonkers City Departments**

### **Engineering**

Jim Moran, Civil

Marty Doherty, Traffic

### **Office of Aging**

Michael Holsberg

DeForrest Rafael

### **Planning and Development**

Lee Ellman

Joe D'Lando

Daisy Colon

Mario Caruso

Colleen Roche

### **Waterfront**

Bill Pisano

Christine Sculti

## **Co-sponsors**

Larry McAuliffe, NYMTC

Naomi Klein, WCDOT

Charles Sutter, WCDOT

Lucas Herbert, WCDOP

## **Presenting Consultant**

Charles Gandy

## **II. PROPOSAL REQUIREMENTS**

### **Proposal Format**

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

### **Technical Proposal Content**

This *Request for Proposals* is intended to provide interested firms with an opportunity to demonstrate their ability to perform the required tasks. The content should generally follow the outline of work tasks, though alternative approaches may be suggested to accomplish the same ends. The proposal submission is not intended to be an expensive, elaborate presentation, though it should be well composed for simplicity and ease of understanding.

The proposals submitted must clearly identify:

1. A work plan indicating that the proposer understands the nature, scope and scale of the work to be done.
2. Personnel to be assigned to this project with resumes
3. Activities to be undertaken under each work task
4. Time to be devoted to each task

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

### **Cost Proposal Requirements**

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

1. A work budget indicating the number of hours assigned to each task by title.
2. A cost estimate budget for the total contract amount and a cost breakdown by task which includes labor hours and expenses.
3. Letter of Reference from a commercial bank chartered in the State of the proposer's home office address
4. Balance sheets and income statements for the last three years
5. Statement of Incorporation, Partnership or Proprietorship of Proposer, including the names, titles and home addresses of all officers, partners or principals of the proposer
6. A listing of previous County of Westchester contracts (if applicable)

This will be a federally funded project; therefore, federally mandated certifications (attached) must be completed. Other certification forms (attached) must also be completed.

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.

### **Cost of Proposal Preparation**

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

**Proposals to be in Effect**

Each proposal shall state that it is valid for a period of sixty (60) days from the date of submission.

**Signature Requirements**

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

**Professional Liability and Other Insurance Coverage**

The proposer(s) selected by the County shall be required to provide insurance coverage as specified in Schedule "A" attached hereto and comply with the indemnification provisions set forth herein.

**Proposal Due Date**

All proposals must be received no later than **4:00 PM on Friday, December 11, 2009** and be addressed as follows:

Naomi Klein, Principal Planner  
Westchester County Department of Transportation  
100 East First Street  
Mount Vernon, New York 10550

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

**Inquiries**

Requests for clarification of this RFP must be written and submitted to Naomi Klein no later than 4 pm on Monday, November 30, 2009. Formal written responses will be distributed by the County on or before December 7, 2009. **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.

## **Addenda and Supplements to Request for Proposal**

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

### **III. SELECTION PROCEDURES**

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

Proposals will be evaluated by a selection committee, in accordance with the criteria identified in Factors for Selection. Firms may be required to make an oral presentation of their proposal to this committee.

#### **Factors for Selection**

This project will require the services of a knowledgeable and well-equipped consultant or consultant team who will be responsible for all aspects of the project.

It is expected that all respondents to this RFP will have extensive and demonstrable experience in the transit industry. It will also be important that all respondents have experience with mid-sized bus systems (300 vehicles and up).

Proposals will be evaluated based on the following criteria:

1. Reputation and Experience: Does the consultant have a reputation for being reliable, delivering on schedule, within budget and performing tasks to the satisfaction of its client? Does the consultant have sufficient experience in the kinds of work required?
2. Capability and Availability of Staff: Does the designated firm have the qualified and experienced staff needed to perform this job?
3. Understanding of the Project Objectives and Scope of Work: Is there a thorough knowledge and understanding of the nature of the work involved and the tasks required to undertake this project for WCDOT? Is the approach as developed in the proposal a relevant and effective one?
4. Clarity and Organization: Are the proposed work program and schedule well organized, clearly presented and realistic?

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

### **IV. SELECTION SCHEDULE**

**November 9, 2009**

**Request for Proposals Issued**

December 11, 2009

Written Technical and Cost & Contract Proposals due  
at Westchester County DOT Offices

Week of January 6, 2009

Consultant Interviews

January 16, 2009

Contract Award

## **V. CONTRACTUAL OBLIGATIONS AND PROVISIONS**

This proposed procurement is to be funded in part by the United States and, accordingly, is subject to a number of federal statutes and regulations. Applicable provisions are described herein and, where applicable, forms relevant thereto have been provided. Bids shall be deemed incomplete if they do not include the forms as herein described.

### **PROHIBITED INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

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

### **PROHIBITED INTEREST OF MEMBERS, OFFICIALS, EMPLOYEES OF THE STATE OF NEW YORK, COUNTY OF WESTCHESTER, OR LOCAL PUBLIC BODY.**

No member, officer, employee of the County of Westchester, or member of its governing body or of a local public body having jurisdiction within the County during his or her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof. Neither shall any vehicle manufacturer or supplier or any transit system operating within Westchester County, or any of their officers, principals or employees have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

### **RESTRICTIONS ON LOBBYING**

All respondents must include a completed Form C-2: Certification of Restrictions on Lobbying and supporting disclosure forms (if applicable) with their proposal.

### **ELIGIBLE BIDDER CERTIFICATION**

No firm or contractor which is currently listed on the Comptroller General's List of Ineligible Bidders/Contractors shall be eligible as either the prime contractor or as a subcontractor for this project.

All respondents must include a completed Form C-3: Eligible Bidder Certification with their bid.

## **NON-PROCUREMENT DEBARMENT AND SUSPENSION CERTIFICATION**

An individual or entity, which is debarred or suspended by one Federal agency, shall be excluded from Federal financial and non-financial assistance and benefits by all other Federal agencies or their grantees.

All primary respondents must include a completed Form C-4: Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters with their bid. They must also include a completed Form C-5: Certification of Lower-tier Participants (Sub-Contractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion for each sub-contractor whose remuneration will exceed \$25,000.

## **CIVIL RIGHTS ASSURANCE (TITLE VI)**

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 the 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 County of Westchester or the Federal Transit 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 County of Westchester, or the Federal Transit Administration 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 nondiscrimination provision of this contract, the County of Westchester shall impose contract sanctions as it or the Federal Transit Administration 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 paragraphs 1. through 6. 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 subcontractor or procurement as the County of Westchester or the Federal Transit 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 County of Westchester to enter into such litigation to protect the interests of the County of Westchester, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, genetic predisposition or carrier status, marital status or disability; any disadvantaged person, or any disabled or Vietnam-era veteran. The Contractor will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, sex, national origin, age, genetic predisposition or carrier status, marital status or disability, or their status as a disadvantaged person, or as a disabled or Vietnam-era veteran. Such action shall include, but not be limited to, the following: employment or upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship

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

The provisions of this section shall be in addition to, and not in lieu of, the provisions of Title VI of the Civil Rights Act of 1964, as amended

### **EMPLOYMENT DATA AND AFFIRMATIVE ACTION PLAN**

All Contractors are required to have and to submit with their cost proposal a copy of their Affirmative Action Plan. This Plan will ensure that there is equality of opportunity in the respective company's employment practices. By submission of a cost proposal the Contractor and all subcontractors and other suppliers will be deemed to have signed and agreed to the provisions of the "Certification of Non-Segregated Facilities" and further, that they will comply with all applicable Affirmative Action requirements.

All cost proposals shall include a copy of the Proposer's most recent Equal Employment Opportunity Report filing with the Federal Government and an updated version of this report based on the Proposer's utilization of minorities and women by job category within its organization. Any Proposal that does not contain both the required EEO reports and an

Affirmative Action Program shall be judged as non-responsive regardless of the remainder of its contents.

### **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3.30 %. A separate contract goal has not been established for this procurement.

2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County of Westchester deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

### **BUY AMERICA AND FLY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a statement on company letterhead certifying compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### **PATENT RIGHTS**

If any invention, improvement, or discovery of the Contractor or any of its sub-contractors is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement, or discovery may be patentable under the laws of the United States of America or any foreign country, the Contractor shall immediately notify the FTA and the County of Westchester and provide a detailed report. The rights and responsibilities of the County of Westchester, Contractor and sub-contractors and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

The Contractor will include the requirements of this section in all sub-contracts it enters into under this contract.

## **AUDIT AND INSPECTION OF RECORDS**

The Contractor shall permit authorized representatives of Westchester County, the New York State Department of Transportation, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts under this contract with which Federal funds are used, from the date of the contract through and until the expiration of three years after completion of the contract.

## **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

1. Westchester County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. AA3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. A5307, the Government reserves the right to impose the penalties of 18 U.S.C. A1001 and 49 U.S.C. A5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1E)**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporate by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County of Westchester requests, which would cause The County of Westchester to be in violation of the FTA terms and conditions.

**FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement (FTA MA (13) dated October, 2006) between the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

3. Withholding for unpaid wages and liquidated damages - The Westchester County Department of Transportation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2. of this section.

4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

5. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## **VI. MacBride PRINCIPLES**

The selected Consultant must certify adherence to the “MacBride Principles” regarding business operations in Northern Ireland. Definitions of these principles and the certification are included as Schedule “C”.

## **VII. REJECTION OF PROPOSALS**

Westchester County reserves the right to reject any and all proposals.

## **VIII. REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

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

**IX. QUALIFIED TRANSPORTATION FRINGE PROGRAM**

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders/Proposers shall submit the signed statement which is attached hereto as page 1 of Schedule "E". Notwithstanding the above, a Proposer may submit to the Commissioner a Waiver Application in the form attached hereto as page 2 of Schedule "E".

## **PROPOSER CERTIFICATION FORMS, ATTACHMENTS & SCHEDULE FORMS**

Form C-1: Non-Collusive Bidding Certification

Form C-2: Certification of Restrictions on Lobbying

Form C-3: Eligible Bidders Certification

Form C-4: Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters

Form C-5: Certification of Lower-tier Participants (Sub-Contractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

Form C-6: Proposer Certification

Attachment 1: Cost Proposal Forms

Attachment 2: Typical Allowable Expenses & Payroll Burden Items

Attachment 3: Legal Representations & Understandings

Attachment 4: Contract Provisions

Schedule A: Standard Insurance Provisions

Schedule B: Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

Schedule C: Certification Regarding Business Dealings with Northern Ireland

Schedule D: Required Disclosure of Relationships to County

Schedule E: Statement of Enrollment in a Qualified Transportation Fringe Program

Schedule F (Including F-1 through F-5): Consultant Criminal Background Disclosure Instructions

**Form C-1**

**NON-COLLUSIVE BIDDING CERTIFICATION**

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made where a. (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where a. (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Legal Name of Person, Firm or Corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Business Address of Above Signatory

(Seal of Corporation)↑

by \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Form C-2**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

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

that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title of Authorized Official)

**Form C-2 (continued)**

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

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

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

**Form C-2 (continued)**

10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**Form C-2 (continued)**

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> __ a. contract __ b. grant __ c. cooperative agreement __ d. loan __ e. loan guarantee __ f. loan insurance	<b>2. Status of Federal Action:</b> __ a. Bid/offer/application __ b. initial award __ c. post-award	<b>3. Report Type:</b> __ a. initial filing __ b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name &amp; Address of Reporting Entity:</b> __ Prime __ Subawardee Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in #4 is Subawardee, Enter Name &amp; Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>	
<b>8. Federal Action Number</b> if known:	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name &amp; Address of Lobbying Registrant</b> (if individual, last name, first name, MI)	<b>b. Individuals Performing Services</b> (including address if different from #10a; last name, first name, MI):	
<b>11. Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____		

**Form C-3**

**ELIGIBLE BIDDER CERTIFICATION**

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
NAME OF OFFICER OF FIRM

\_\_\_\_\_  
SIGNATURE OF OFFICER

**Form C-4**

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS FORM**

This form must be completed by bidders submitting a bid for a total amount in excess of \$100,000 and which is based upon the use of multiple subcontracts.

The potential Primary Contractor, \_\_\_\_\_  
certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal departments or agency;
2. Have not within a three-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; 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;
3. 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 (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default

(If the potential primary contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE POTENTIAL PRIMARY CONTRACTOR, \_\_\_\_\_  
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS  
OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND  
UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE  
APPLICABLE THERETO.

Authorized Official's:

Signature: \_\_\_\_\_

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

The undersigned chief legal counsel for the \_\_\_\_\_  
hereby certifies that the \_\_\_\_\_ has  
authority under State and local law to comply with the subject assurances and that certification  
above has been legally made.

\_\_\_\_\_  
(Signature of Applicant's Attorney)

\_\_\_\_\_  
(Date)

**Form C-5**

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, AND**  
**OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FORM**

THIS FORM MUST BE COMPLETED BY ALL BIDDERS NOT REQUIRED TO COMPLETE FORM C-5 AND WHOSE TOTAL BID PRICE EXCEEDS \$25,000 AND BY ALL SUB-CONTRACTORS OF BIDDERS REQUIRED TO COMPLETE FORM C-5 WHOSE SUBCONTRACTED WORK WILL EXCEED \$25,000.

The Lower-Tier Participant (potential contractor or potential sub-contractor under a primary contractor), \_\_\_\_\_ certifies, by Submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant (potential contractor or potential sub-contractor under a primary contractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR OR POTENTIAL SUB-CONTRACTOR UNDER A PRIMARY CONTRACTOR),

\_\_\_\_\_  
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official's:

Signature: \_\_\_\_\_

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

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under State and local law to comply with the subject assurances and that certification above has been legally made.

\_\_\_\_\_  
(Signature of Applicant's Attorney)

\_\_\_\_\_  
(Date)

**Form C-6**

**PROPOSER CERTIFICATION**

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

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

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

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

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

**Attachment 1  
COST PROPOSAL FORMS**

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

**PART I. GENERAL**

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

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

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

WCDOT CONTRACT PROPOSAL - PAGE 1 TOTAL ESTIMATED SUPPORT \$ \_\_\_\_\_

**Attachment 1 Continued**

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

**DETAIL DESCRIPTION**

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

**Attachment 1 Continued**

<b>13. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION</b>				
a. GOVERNMENT AUDIT PERFORMED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PENDING		DATE OF AUDIT	ACCOUNTING PERIOD COVERED	
b. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT			c. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? (If yes, name Agency negotiating rates.)	
d. <i>If no government rates have been established, furnish the following information</i>				
DEPARTMENT OR COST CENTER	RATE	BASE	TOTAL INDIRECT EXPENSE POOL	BASE FOR TOTAL
<b>14. EXHIBIT A - SUBCONTRACT INFORMATION</b> <i>(If more space is needed, use blank sheets, identifying item number)</i>				
NAME AND ADDRESS OF SUBCONTRACTOR(S)	SUBCONTRACTED WORK	SUBCONTRACT		
		TYPE	AMOUNT	
<b>15. EXHIBIT B - OTHER DIRECT COSTS</b> <i>(Specify. If more space is needed, use blank sheets, identifying item number)</i>				

**PART IV. CERTIFICATE**

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Contractor represents: (a) that he  has,  has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure his contract, and (b) that he  has,  has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as required by Contracting Officer. *(For interpretation of the representation, including the term 'bona fide employee', see Code of Federal Regulations, Title 44, Part 150.)*

Number of contractor employees  Over 500  Under 500  
 State incorporated in: \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR \_\_\_\_\_

**PART V. REMARKS** *(If more space is needed, use blank sheets, identifying item number)*

## Attachment 2

### TYPICAL ITEMS OF ALLOWABLE OVERHEAD EXPENSE

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

### TYPICAL PAYROLL BURDEN ITEMS

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

### Attachment 3

## LEGAL REPRESENTATIONS

### 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 issue additional solicitations for proposals;
- To issue amendments to this RFP;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;

- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- While this is a Request For Proposals and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals **MUST** arrive at the place specified herein and be time stamped prior to the deadline.
- Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

**Attachment 4**

**CONTRACT PROVISIONS**

After selection of the successful proposer, a formal written contract (in a form substantially similar to the attached) 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.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “A”.

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.

**NON-COLLUSION**

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner

contrary to the laws of the State of New York and the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

## **CONFLICT OF INTEREST**

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.

## **COMPLIANCE WITH LAWS**

The preparation of proposals, selection of vendors and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

## **CONTENTS OF PROPOSAL**

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

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

### **“NOTICE**

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

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

and

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

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

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

#### **MBE/WBE**

Pursuant to Local Law No. 27-1997, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as Schedule "B."

#### **MACBRIDE PRINCIPLES**

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

#### **RELATIONSHIPS TO COUNTY**

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

## **QUALIFIED TRANSPORTATION FRINGE PROGRAM**

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders/Proposers shall submit the signed statement which is attached hereto as page 1 of Schedule "E". Notwithstanding the above, a Proposer may submit to the Commissioner a Waiver Application in the form attached hereto as page 2 of Schedule "E".

## **CRIMINAL BACKGROUND DISCLOSURE**

**PLEASE TAKE NOTICE** that pursuant to Executive Order No. 1-2008, the County shall have the right to bar any contractor, consultant, licensee or lessee of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said contractor, consultant, licensee or lessee who is at least sixteen (16) years old, including but not limited to subconsultants, subcontractors, sublessees or sublicensees or any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property from providing work or services to the County or from being on County property if any of the above mentioned persons has either one of the following: (a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State); (b) A pending criminal proceeding for a crime(s) as defined above; or (c) A refusal to answer such questions; where the following criteria apply: (a) If any of the persons providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and (b) If any of the persons providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Bidders/Proposers that are awarded a contract shall be required to submit a Certification Form and any additional applicable criminal disclosure forms as attached hereto as **Schedule "F"**, along with the executed contract. Notwithstanding the above, a Bidder/Proposer may qualify for an exemption from Executive Order 1-2008 if: (i) the County has already conducted a background check and issued a security clearance that is in full force and effect for those persons; or (ii) if another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this

purpose that apply to the subject matter of the agreement that is sought by this RFP and the same is in full force and effect.

## **INTELLECTUAL PROPERTY RIGHTS**

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

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 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 will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, 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.

PROPOSER CERTIFICATION

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

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

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

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

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

## SCHEDULE "A"

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

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

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

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

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

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

(e) Consultant's Professional Liability. The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

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

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

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

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

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

**SCHEDULE “B”**

**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 “C”**

**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 "D"**

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

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

**Contract Name and/or ID No.:**

*(To be filled in by County)*

**Name of Contractor:**

*(To be filled in by Contractor)*

**A.) Related Employees:**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details: \_\_\_\_\_

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**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: \_\_\_\_\_

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*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 "E"**

**WAIVER APPLICATION**

**Qualified Transportation Fringe Program**

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

This Application for a Waiver from the requirements of Executive Order No. 7-2005 is being submitted based upon one of the following:

- an inability to comply with Executive Order No. 7-2005, or
- hardship would result from such compliance.

**Provide detailed explanation below:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ *signature of authorized company*  
*official*

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Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_ Commissioner or Department Head

Contract # \_\_\_\_\_  
Name of Consultant/Subconsultant \_\_\_\_\_

**SCHEDULE "F"**

**CONSULTANT**  
**CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS**

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

(a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

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

(a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State);

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

(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure providing work or services to the County in relation to a County Contract are not subject to constant monitoring by

County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and

(b) If any of the Persons Subject to Disclosure providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

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

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of this Contract that is in full force and effect.

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

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<sup>1</sup> “Procuring Officer” shall mean the head of the department or the individual(s) authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

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

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

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

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

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

It shall be the duty of the Consultant to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Consultant to assure that all of their proposed Subconsultants complete the criminal background and disclosure certification forms and submit the

forms to the Procuring Officer before they will be approved to perform work on the contract.

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

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

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

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

Contract # \_\_\_\_\_  
Name of Consultant/Subconsultant \_\_\_\_\_

**SCHEDULE "F-1"**

**CONSULTANT AND ALL PERSONS SUBJECT TO DISCLOSURE<sup>2</sup>  
CERTIFICATION FORM**

**IF THIS FORM IS COMPLETED BY A SUBCONSULTANT CHECK HERE<sup>3</sup>**

\_\_\_\_\_

I, \_\_\_\_\_,  
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW AND THEN COMPLETE APPLICABLE DISCLOSURE)

\_\_\_\_\_ a principal of the Consultant & authorized to execute this Certification Form;

\_\_\_\_\_ a representative of the Consultant & authorized to execute this Certification Form;

**A. PRINCIPAL/REPRESENTATIVE DISCLOSURE**

(CHECK APPROPRIATE RESPONSE BELOW)

I am a principal or a representative of the Consultant authorized to execute this Certification Form and my answers to the questions below are as follows:

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

2) Are you subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

<sup>3</sup> If this Certification Form is being completed by a Subconsultant, please consider all references to "Consultant" to mean "Subconsultant."

**B. CONSULTANT DISCLOSURE**

Based upon my own personal knowledge or having made all necessary efforts to obtain the facts, the answer to the questions below are as follows:

1) Has the Consultant ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?

\_\_\_\_ Yes

\_\_\_\_ No

2) Is the Consultant subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

\_\_\_\_ Yes

\_\_\_\_ No

**C. PERSONS SUBJECT TO DISCLOSURE**

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

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

\_\_\_\_ Yes

\_\_\_\_ No

2) Are you subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

\_\_\_\_ Yes

\_\_\_\_ No

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

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

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

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

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

**CONSULTANT CERTIFICATION**

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

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

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

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

\_\_\_\_\_  
Name:  
Title:  
Date:

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

\_\_\_\_\_  
Date

Contract # \_\_\_\_\_

Name of Consultant/Subconsultant \_\_\_\_\_

**SCHEDULE "F-2"<sup>4</sup>**

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

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

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

**CONSULTANT CERTIFICATION**

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

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

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

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

\_\_\_\_\_  
Name:  
Title and Date:

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

<sup>4</sup> If this Certification Form is being completed by a Subconsultant, please consider all references to "Consultant" to mean "Subconsultant."

Contract # \_\_\_\_\_  
Name of Consultant/Subconsultant \_\_\_\_\_

**SCHEDULE "F-3"**

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

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

I, \_\_\_\_\_, am \_\_\_\_\_  
(Name of Person Signing Below) (Title Relevant to Contract)

- 1) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
  
- 2) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
  
- 3) Please provide the date and place of each conviction.

- 4) Please provide your age at the time of each crime for which you were convicted.
  
- 5) Please provide the legal disposition of each case.
  
- 6) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

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

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

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

\_\_\_\_\_  
Name:  
Title:  
Date:

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

\_\_\_\_\_  
Date

Contract # \_\_\_\_\_  
Name of Consultant/Subconsultant \_\_\_\_\_

**SCHEDULE "F-4"**

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

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

I, \_\_\_\_\_, am \_\_\_\_\_  
(Name of Person Signing Below) (Title Relevant to Contract)

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

- 3) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

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

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

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

\_\_\_\_\_  
Name:  
Title:  
Date:

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

\_\_\_\_\_  
Date

**SCHEDULE “F-5”<sup>5</sup>**

**PERSONS THAT REFUSED TO ANSWER**

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

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

**CONSULTANT CERTIFICATION**

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

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

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

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

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

Title:

Date:

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

<sup>5</sup> If this Certification Form is being completed by a Subconsultant, please consider all references to “Consultant” to mean “Subconsultant.”