Request for Proposals

Electronic Legal Reference Material

Law Library System

Date of Issue: October 11, 2004

Return Date Deadline: October 27, 2004
Westchester County Department of Correction

In Cooperation with the

Department of Information Technology

Request for Proposals

Electronic Legal Reference Material Law Library System

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Notice to Proposers: The Westchester County Department of Correction is seeking proposals from qualified individuals and companies to provide a computer based solution for an electronic legal reference material law library system to service an inmate population within a correctional facility. The County of Westchester desires and expects proposals based on the ability of the vendor to meet the mandates and criteria as outlined in this request. A contract(s) will be awarded to the vendor that the Westchester County Department of Correction, in conjunction with the Office of Information Technology, deems best able to provide the mandated services and capabilities as outline below.

1. Vendor must provide a computer based, secure server network solution to disseminate electronic legal reference materials, contained on DVD media format, to satellite Inmate Law Libraries within a Correctional facility.
2. Provide a fully redundant server(s) with sufficient RAM storage capacity to store State Mandated electronic legal reference material (content to be determined by the Department of Correction).
3. System must provide a Windows based format.
4. System must be capable of disseminating content via existing fiber optic infrastructure.
5. System must be able to support the expansion to other Divisions within the facility to a total of 32 work stations. Expansion capability must be inherent.
6. System must be capable and compatible to enable the downloading and storage of LexisNexis supplied DVD electronic legal reference material.
7. System must have remote loading capability.
8. System must provide local printing solution within each of the satellite law libraries.
9. Vendor must provide the software sufficient to support the above criteria, in compliance with Westchester County Department of Correction standards.
10. System performance must be able to support up to 50 concurrent users without system degradation.
11. System must be stand alone with no available internet connection, or ability to navigate to other programs.
12. Vendor must have the ability to configure and install servers and related hardware and software.
13. Vendor must have the ability to service and maintain servers and related hardware and software.
14. Vendor will be required to enter into multi-year service and maintenance agreement to provide emergency onsite service as well as unlimited 800 number telephone technical support.
15. Vendor must supply all racks, patches, cabling and switches necessary to support system functions.
16. Vendor must have experience and expertise in the installation and maintenance of a secure server network and all related hardware.
20. Vendor must supply user training, practical and written documentation for all aspects of the system.
21. Vendor will be required to supply references from system installations in other County/State/Federal prison facilities.
22. Vendors, vendor’s employees or subcontractors will be subject to background investigation and/or screening prior to admittance to the Department of Correction facilities to perform contract work.

NOTE: County will provide terminals and printers as per proposer specifications. Proposer will be responsible for installation and set-up of entire system.

The intent of this RFP is to seek out and select a vendor who will best be able to supply, configure, install and maintain an electronic legal reference material law library at a reasonable cost.
All proposals must be received in a sealed envelope at the offices of the Captain Robert Craig, Westchester Department of Correction, P.O. Box 389, G-Block Field Office, Valhalla, New York 10595 on or before 2:00PM (Eastern Standard Time), on October 27, 2004. Westchester County is not responsible for any internal or external delivery delays that may cause the RFP to arrive beyond the deadline. The Proposer must submit an original and one (1) copy of the proposal.

The Department of Correction in conjunction with the Office of Information Technology will review the proposals and may, if necessary, conduct interviews with one or more of the qualified Proposers as part of the final selection process. The County of Westchester reserves the right to reject any and all proposals and/or waive any informalities in any proposal. The County reserves the right to accept, reject or negotiate modifications to any proposal as it shall, in its sole discretion, deem to be in its best interest. The determination of adequacy of qualifications shall be at the sole discretion of the County.

The Request for Proposal is available on the County’s Web Site at http://www.westchestergov.com/rfp under Correction: Electronic Inmate Legal Reference Material Law Library RFP.

Any questions regarding this RFP should be directed to: Captain Robert Craig at the below E-mail address:

rcc5@westchestergov.com

or at telephone number (914) 231-1144.

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

Westchester County Department of Correction
REQUEST FOR PROPOSAL: Electronic Legal Reference Material Law Library System

I. GENERAL INFORMATION

A. Scope of Work

Westchester County is seeking proposals from qualified vendors (vendors may be individuals or companies) to provide these electronic legal reference material law library system functions, abilities and technical requirements:

Provide a computer based, secure server network solution to disseminate electronic legal reference materials, contained on DVD media format, to satellite Inmate Law Libraries within a Correctional facility.

1. Ability to provide and install a secure, stand alone server network.
2. System must provide ability to disseminate electronically, legal reference material to satellite Inmate law libraries within a Correctional facility.
3. System must be compatible with DVD media content (content will be determined by the Department of Correction).

Provide fully redundant servers (2) system with sufficient RAM storage capacity to store State Mandated electronic legal reference material (content to be determined by the Department of Correction).

1. System must provide solution to be fully redundant so as to eliminate down time.
2. System must possess sufficient storage capacity to store electronic legal reference material as determined by the Department of Correction.
3. System must possess sufficient storage capacity to accommodate updates and revisions as determined by the Department of Correction.

System must provide a Windows based format.

1. System navigation must be of Windows based format.
2. System software must be Windows 2000 or Windows Office XP.

System must be capable of disseminating content via existing fiber optic infrastructure.

1. Existing fiber optic network (CAT5) will be used to disseminate library content.
System must be able to support the expansion to other Divisions within the facility to a total of 32 work stations. Expansion capability must be inherent.

1. Initial system start up will require a minimum of 16 working client stations.
2. System usage will expand to other Divisions within the facility, and must be able to support a total of 32 client stations.
3. System must be able to support further expansion, either through additional hardware or software, or both, if a need is indicated.

System must be capable and compatible to enable the downloading and storage of LexisNexis supplied DVD electronic legal reference material.

1. System must be compatible with DVD media format.
2. LexisNexis has been identified as a potential vendor for that material.
3. System must enable the loading and storage of that material.
4. Content will be determined by the facility.

System must have remote loading capability.

1. System must support the ability to load and store, into the server memory, any and all content, in a location that is removed from the server control room.

System must provide local printing solution within each of the satellite law libraries.

1. System must provide printing capability within each of the law libraries.
2. Vendor must supply printer drivers on the terminal servers to support local printing.
3. Standard Operating Procedures will be established by the Department of Correction to administer the printing function. Vendors must configure the printing function to operate within that framework.

Vendor must provide the software sufficient to support the above criteria, in compliance with Westchester County Department of Correction standards.

1. Vendor must supply all software necessary to provide turnkey operation by the owner.
2. Equipment standards must meet or exceed those indicated by Westchester County Department of Correction.
3. Software updates should be included throughout the duration of service contract.
System hardware must be of detention grade quality and able to subsist within the rigors of a prison environment.

1. Due to the harsh environment with which the system and related hardware must subsist, detention grade hardware is required.
2. Tamperproof* user-end equipment is required; that is to say a minimum of moving, removable, metallic parts, or any object which could be used as or fashioned into an offensive item, must be not present at the user end in the law libraries.
3. Thin client terminals are indicated at the user (offender) locations.
4. An inventory of spare parts should be determined at the time of the proposal and factored into the vendor proposal.

(*Note- as tamperproof as industry standards permit)

System performance must be able to support up to 50 concurrent users without system degradation.

1. There is a need to establish an uptime agreement. The minimum uptime requirement is 7:00 a.m. to 10:00 p.m. (Eastern Standard Time) seven days per week.
2. The system must allow at least 50 users to log onto the system concurrently (at one time), and maintain an acceptable response time of 5 seconds for a single item “find” or “search” specifying the citation.
3. Search capabilities provided must be limited so that no search will require more than 15 seconds to return some results or a sub-set of results.

System must be stand alone with no available internet connection, or ability to navigate to other programs.

1. The user (offender) browser must be configured to allow a limited number of functions, to include:
   • The user to go back to a previous page
   • Go forward to the next page
   • Stop the page load
   • Use a “find” or “search” function to locate text on a page
   • Use a “find” or “search” function" to locate relevant legal authority by either citation or keyword searches

2. The user (offender) must in no way be able to exit from the browser application to navigate to any other programs, applications, data, operating systems, system storage devices, facility LANs, and must have no direct access to the law library data.
3. System must offer administrator capabilities from a remote location designated by the facility. Administrative functions must be removed from the user browser.

4. All factory loaded games, accessories, media, or unnecessary multi-media programs must be permanently removed from County supplied hardware prior to installation.

5. The system must address and comply with owner agency’s security needs and Standard Operating Procedures.

**Vendor must have the ability to configure and install servers and related hardware and software.**

1. Vendor must show proficiency in the configuration of hardened, secure network servers and related hardware and software.

2. Vendor must show proficiency in the installation of hardened, secure network servers and hardware and software.

3. Any subcontractors must be approved by the County. Any intent to use subcontractors must be addressed in the response to this RFP.

**Vendor must have the ability to service and maintain servers and related hardware and software (see next item).**

**Vendor will be required to enter into multi-year service and maintenance agreement to provide emergency onsite service as well as unlimited 800 number telephone technical support.**

1. Vendor must provide on-going maintenance of the system servers and associated software, as well as Vendor’s router and switch. This is to include repairs, updates, and enhancements necessary to ensure the system continues to meet the technical requirements defined within this RFP and incorporated into the anticipated contract.

2. Vendor must provide replacement terminals within 48 hours upon report of malfunctioning equipment. Vendor spares will not be allowed to be stored at any DOC facility.

3. If an emergency causes the Vendor’s system to fail during normal hours of Operation, Vendor is expected to remedy within 4 hours and provide notice within 1 hour. Vendor must also provide an after action report and specify how further incidents will be avoided.

4. Training and on-going electronic research assistance for Law Librarian
staff must be provided as part of the executed contract.

5. DOC staff will not be responsible for the provision of any on-going maintenance and support for the Electronic Law Library system.

6. Vendor must supply owner with 800 number non-technical assistance when required.

**Vendor must supply all racks, patches, cabling and switches necessary to support system functions and operation.**

1. All hardware and hardware related accessories necessary to provide the owner with a completely configured and installed turnkey operation must be supplied by the vendor.

2. All control room hardware and accessories necessary to facilitate the control room functions must be supplied by the vendor.

3. All hardware and accessories necessary to facilitate the user equipment in the law libraries must be supplied by the vendor (to include use of specified peripherals).

**Vendor must supply user training, practical and written documentation for all aspects of the system operation.**

1. Vendor will be required to provide comprehensive practical training sufficient to ensure system operating proficiency to at least three members of the facility staff.

2. Vendor will be required to supply at least three written comprehensive training manuals comprised of total system operation, function and troubleshooting.

3. Vendor will incur all cost necessary to fulfill the training requirement of this proposal (i.e. - travel, meals, lodging etc.).

**Vendor must have experience and expertise in the installation and maintenance of a secure server network and all related hardware.**

1. Vendor must have previous experience in the design, installation and maintenance of secure server network in Correctional facilities.

2. Vendor must have experience in print vending solutions over secure server networks.
3. Vendor will be required to install software on County provided hardware.

4. Vendor will be responsible for installation and set-up of entire system.

**Vendor will be required to supply references from system installations in other County/State/Federal prison facilities.**

1. Vendor must supply references from successful system implementations in similar environments.

**Vendors, vendors employees or subcontractors will be subject to background investigation and/or screening prior to admittance to the Department of Correction facilities to perform contract work.**

1. Vendors or vendor’s employees must possess at least one form of valid identification issued by a United States government or State agency (e.g. driver’s license).
2. Vendors or vendor’s employees will be subject to a criminal history investigation prior to gaining admittance to the facility or facility grounds.
3. Vendors or vendor’s employees will be issued a Department of Correction photo identification card which must be worn at all times while on Department of Correction grounds or in any DOC facility.
4. A one time fee of $80.00 will be assessed for each employee issued DOC photo identification.

**Other Requirements**

1. Vendor must provide detailed specifications of required hardware (e.g. terminals, printers, etc.)

3. The proposed system should run in a web environment using a standard web browser on the client workstations.

4. If a web implementation is not available, client code in the proposed system must run on an industry standard platform – i.e., Microsoft Windows 2000 or Microsoft Windows XP.

5. Data shall be stored in the latest version of a relational or object-oriented database, meeting the latest industry standards from a major vendor.

6. System should suffer no degradation of service during system backup and maintenance functions.

7. System must be able to be backed up using standard operation system backup facilities.
The County may select one or multiple vendors to perform some or all of the required services.

Sections III (Background) and IV (Proposal Content) of this Request for Proposals (RFP) provide respondents with information to enable them to prepare and submit proposals for consideration.

Proposals should be prepared on the basis of a fixed price. Proposers should provide hourly, daily and extended period pricing for any additional services not included in the fixed price. The term of the consulting service can be on an hourly basis or daily basis for a period of from 1 to 365 days with an option for renewal. Proposals must be received at the address specified below prior to 2:00 PM Eastern Daylight Time on October 27, 2004.

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

B. Issuing Office

This RFP is issued for Westchester County by the Department of Correction in conjunction with the Westchester County Office of Information Technology, which are the sole contacts in the County for this RFP.

C. Proposal Due Date

All respondents interested in submitting a proposal pursuant to these specifications must submit the sealed proposal no later than 2:00 PM Eastern Daylight Time on October 27, 2004. Respondents mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Respondents assume all responsibility for timely receipt of proposal. The County is not responsible for internal or external delivery delays which may delay timely receipt of proposal.

D. Proposals

To be considered, respondents must submit a complete response to this RFP, addressing all those items, that are applicable to the task or tasks for which the respondent is interested in providing services.

The respondent must submit an original plus electronic copy (Microsoft Word or PDF format) of the proposal to the Issuing Office. Proposals should be in sealed envelopes and clearly marked on the outside "Proposal – Electronic Legal Reference Material Law Library". All proposals should be addressed to:

Robert A. Craig
Transition/Construction Coordinator
Westchester County Department of Correction
P.O. Box 389
G-Block Field Office
Valhalla, New York 10595
No other distribution of proposals will be made by the respondent. PROPOSALS MUST BE SIGNED by the respondent if an individual or by an official authorized to bind the respondent to its provisions if the respondent is a company. Unsigned proposals will be rejected. For this RFP the proposal must remain valid for at least 120 days.

**E. Software and Hardware Warranty and Maintenance**

The vendor must provide Westchester County with a one (1) year warranty period, which will begin at the time the system is accepted. The vendor shall warrant all software provided to be free of defects during this one-year period. Any repairs or “bug fixes” required during this period will be made at no expense to the County. Any vendor supplied hardware shall also be subject to a warranty period and shall also be maintained by the vendor.

**II. LEGAL REPRESENTATIONS**

**A. UNDERSTANDINGS**

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

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

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

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

- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.
In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue additional solicitations for proposals and/or 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.

### B. PROPOSAL REQUIREMENTS

- Requests for clarification of this RFP must be written and submitted to Robert Craig at rcc5@westchester.gov.com by 2:00pm on October 18, 2004. Formal written responses will be distributed by the County on or before 2:00 pm on October 21, 2004. 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.

• Proposal MUST remain valid for at least 120 days.

C. CONTRACT

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.

D. 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 “B”.

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.


E. 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.

F. CONFLICT OF INTEREST

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

G. 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
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.

**F. 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 “D.”

**G. 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 E. Therefore, the County asks Proposers to complete the certification attached hereto as Schedule “E.”

**H. 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.

I. CONFIDENTIAL INFORMATION

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

J. INDEPENDENT PRICE DETERMINATION

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

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

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

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

K. RESPONDENT CERTIFICATION

Each person signing the proposal certifies that:

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

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

L. AUTHORITY TO DO BUSINESS IN NEW YORK

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

M. ADDENDA AND INTERPRETATION

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

Robert Craig
Westchester County
Department of Correction
P.O. Box 389
Valhalla, New York10595
E-mail: roc5@westchestergov.com

and be made no later than 2:00 pm Monday October 18, 2004. Any and all such interpretations or any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the County Web site http://www.westchestergov.com/rfp/ no later than 2:00 pm Thursday October 21, 2004. FAILURE OF ANY PROSPECTIVE RESPONDENT TO RECEIVE ANY SUCH ADDENDUM OR INTERPRETATION OR ANY OTHER FORM, INSTRUMENT OR DOCUMENT SHALL NOT RELIEVE ANY PROSPECTIVE RESPONDENT FROM ANY OBLIGATION UNDER HIS/HER PROPOSAL AS SUBMITTED. All addenda so issued shall become part of the RFP document.

N. BASIS OF SELECTION

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

1. Cost: The terms and fees proposed for the services.

2. Commitment: The credibility of the vendors commitment to provide the requested services, meet or exceed all requirements and provide quality personnel.

3. Experience and Competence: The vendor's specific experience and demonstrated ability in providing the services on a scale comparable to that described in this RFP. Preference may be given to vendors with experience providing required services to other government entities.
III. BACKGROUND

A. General

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

B. Technical Environment

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

C. Security

The County will require that all individuals be fingerprinted and wear County provide photo identification badges.

IV. PROPOSAL CONTENT

A. Executive Summary

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

- The scope of the work being proposed and the approach to be applied.
- Vendor's corporate financial position, capabilities, project management experience, organization and staffing.
- Overall understanding of the County's needs.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

B. Personnel Resumes

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

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

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

C. Qualifications & References

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

Proposal must contain:

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

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

3. Names, addresses and telephone numbers of three references for whom the respondent has performed similar services. For each project, respondent must indicate:
   - The work performed
   - Its duration
   - The size of the organization relative to the County
   - Proposed versus actual budget/cost.

D. Price Proposal

Respondents must submit a Cost Summary which contains a fixed price, hourly, daily and, if offered, extended period rater for any additional services not included in the fixed price.

V. PAYMENT

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

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

2. Should it be determined that any equipment or software used by the vendor under the terms of this agreement is damaged, it shall be the vendor’s responsibility to repair or replace the software or equipment, without cost to the County.
VII. 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
THIS AGREEMENT made the ___________ day of ____________________ 2004
by and between

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

and

________________________________________________
________________________________________________
________________________________________________
(hereafter the “Consultant”)

W I T N E S S E T H :

WHEREAS, The County desires to obtain professional consulting services in connection with
; and

WHEREAS, the Consultant desires to provide such system and services required for the compensation and
on the terms herein provided

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as
follows”

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

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

SECOND: The term of this Agreement shall commence on _________________ and shall
terminate on _______________, unless terminated earlier pursuant to the provisions of this Agreement.
The Consultant shall report to the County on its progress toward completing the Work, as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

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

1. Date.
2. Names and titles of employees rendering service.
4. Required time expended.

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

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

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

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

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

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

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

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

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Consultant or third parties under the direction or control of the Consultant; and
(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

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

(b) The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from, the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled, or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

EIGHTH: The Consultant expressly agrees that neither it nor any Consultant, subconsultant, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Consultant acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

NINTH: The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Consultant shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the Work hereunder.

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

**ELEVENTH:** 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.

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

**THIRTEENTH:** Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule “E”.

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Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule “E”.

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

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

To the County:

____________________
____________________
____________________

with a copy to:

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

To the Consultant:

____________________
____________________
____________________

**SIXTEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

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

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

EIGHTEENTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, The County of Westchester and the Consultant have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _________________________________
    Name: ________________________________
    Title: _______________________________

[NAME OF CONSULTANT]

By: _________________________________
    Name: ________________________________
    Title: _______________________________

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ___ day of _____________, 2004

Approved as to form and manner of execution

____________________ County Attorney
County of Westchester
SCHEDULE "B"

STANDARD INSURANCE PROVISIONS
(Consultant)

1. Prior to commencing work, the Consultant shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Consultant and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form WC/DB-100 or, if applicable, form WC/DB-101. PLEASE NOTE THESE FORMS REPLACE FORM C-105.21. THE APPROPRIATE REPLACEMENT FORM MUST BE NOTARIZED PRIOR TO BEING SUBMITTED TO THE WORKERS' COMPENSATION BOARD, INFORMATION UNIT FOR INVESTIGATION AND REPORT).
If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(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 "C"

Index No.

STATE OF )
COUNTY OF ) ss.:  

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

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

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

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

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

__________________________
Consultant

Sworn to before me this ________ day of ________________, 2004

___________________________
NOTARY PUBLIC

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

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 Section 308.01 of the Laws of Westchester County, 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 in 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 that 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 that 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 that 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 “E”

CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND

A. The Consultant and any individual or legal entity in which the Consultant 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 Consultant (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 Consultant agrees that the warranties and representation in paragraph “A” are material conditions of this Agreement. If the County receives information that the Consultant is in violation of paragraph “A”, the County shall review such information and give the Consultant opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Consultant 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 Consultant 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 Consultant. If this is a contract other than a construction contract, the Consultant 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 Consultant 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 Consultant in partial or total default in accordance with the default provisions of this Agreement. In addition, the Consultant may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Consultant, giving the Consultant the opportunity for a hearing at which the Consultant 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 Consultant: ___________________________________________________________________

By (Authorized Representative): ___________________________________________________________________

Title: __________________________ Date: ________________