

REQUEST FOR PROPOSAL (RFP)
SPECIFICATIONS FOR LEASE OF AN OFFENDER MONITORING AND
TRACKING SYSTEM
UTILIZING GLOBAL POSITIONING TECHNOLOGY
(Passive Systems)
And
STANDARD RADIO FREQUENCY TECHNOLOGY

I. OVERVIEW

A. Lease and Maintenance of Equipment

Please submit your price to lease to the County, including installation and maintenance, a complete offender tracking system utilizing Global Positioning Technology and Standard Radio Frequency Technology. The intent of this Request for Proposals is to lease an Offender Monitoring and Tracking system that utilizes Global Positioning Satellite Technology (GPS) and standard Radio Frequency (RF) technology. Such system is to be monitored by the vendor and utilized by Westchester County Probation Department staff.

The proposal is for a lease of the above equipment for up to nine (9) months, with three one-year renewal options to be exercised at the discretion of the County of Westchester. Pricing for the option years shall be based on the increase in the Consumer Price Index (CPI) over the prior year. (CPI shall mean the statistics published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. as the "Consumer Price Index for All Urban Consumers (CPI) 1983=100 for New York, N.Y., Northeastern, N.J." In the event that the Federal government shall cease to publish such index, then the substitute index, published for such purpose, shall be used to compute the adjustment hereunder.)

The term of the lease will commence on the date the County certifies the system as fully operation. The successful proposer

must be prepared to install the system and make it fully operational within thirty (30) days of the award of the contract. Thereafter, the vendor shall provide routine maintenance and all required service for the period of the lease as outlined in the specifications.

Proposers are required to submit a price for all items set forth in this RFP and complete the applicable Schedules attached hereto, including the Proposer Certification (Schedule "A") . The equipment offered must be the latest technology available from the equipment manufacturer. The County reserves the right to waive any irregularities or informalities in the RFP process and to reject any or all proposals.

No proposer may withdraw its price proposal within ninety(90) days after the actual date of the opening thereof. All applicable items in the specification must meet FCC specifications and be in conformance with New York State local regulations.

A. Vendor Qualifications

The Vendor awarded the contract ("lease"), shall meet the following criteria at the time of proposal submission:

1. Have a minimum of three (3) years of experience in the field of offender monitoring and tracking.
2. Be able to demonstrate a strong financial performance to the satisfaction of the County, if required.
3. Have a minimum of 100 sets in the field. (See Technical Specifications for definition).
4. Utilize Provider staff with a criminal justice background.

II. ADMINISTRATIVE SPECIFICATIONS AND PROPOSAL SUBMISSION

A. Proposal Submission

1. (a) The Proposal shall be signed by an official authorized to bind the proposer, and shall contain a statement to the effect that the proposal is a firm offer not to exceed a period of ninety (90) days. The proposal shall also provide the following information:

(b) Name, title, address and telephone number of individual(s) with authority to negotiate and contractually bind the proposer and also who may be contacted during the period of proposal evaluation.

2. Proposers shall submit three (3) written copies of the proposal.
3. The proposal must be sealed and marked, "Offender tracking equipment RFP". The County must receive it by 5:00 p.m. on Tuesday, February 2, 2010. The proposal must be addressed to: Westchester County Department of Probation, The Richard A. Doranco Westchester County Court House, 111 Martin Luther King Jr., Boulevard, Sixth Floor, White Plains, New York, 10601 - attention Assistant Commissioner Louis Conte.

B. 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.

- Neither the receipt of this RFP nor the submission by its recipient of a proposal pursuant thereto shall be deemed to create an agreement between the recipient, the County, the State of New York, or between any of the parties.

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:

1. To select and enter into an agreement with the respondent whose proposal best satisfies the interests of the County and not necessarily on the basis of price or any other single factor.
2. To reject any and all proposals
3. To issue additional subsequent solicitations for proposals and/or addenda to this RFP.
4. To conduct investigations with respect to the qualifications of each respondent.
5. To select any proposal as the basis for negotiations of a contract and to negotiate with one or more respondents for amendments or other modifications to their proposals.
6. To modify dates.
7. To enter into agreements for only portions (or not to enter into agreement for any) of the services contemplated by the proposal with one or more of the respondents.
8. To waive or modify any irregularities in proposals received after notification to respondents affected.
9. 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.
10. To cancel the contract.

11. To request and obtain a demonstration of the proposer's system at a time and location set by the Probation Department.
12. All proposals prepared in response to this RFP are at the sole expense of the respondent, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation.
13. The County assumes no responsibility or liability for costs incurred in the preparation or submission of any proposal.
14. The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline.
15. 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 the RFP process.
16. To be considered, proposals must arrive at the place specified herein and the time stamped prior to the deadline.
17. 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.

Proposal Requirements

Requests for clarification of the RFP must be written and submitted to Assistant Commissioner Louis Conte no later than Tuesday, January 12, 2010 at 5:00 PM. Written responses will be distributed by the County by Tuesday, January 26, 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.

C. 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.

D. 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 of any of its subsidiaries or affiliates.

E. Contract

If the County selects a proposal and negotiations are successfully completed with the selected proposer, a formal written contract, with specifications, will be entered into between the County and the successful proposer. The proposal, or any part thereof, submitted by the successful proposer may be attached to and become a part of the contract. After selection of the successful proposer, a formal written contract will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the 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.

F. 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 in Schedule "B" attached hereto, herein the Provider agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Provider 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 Provider or third parties under the direction or control of the Provider, and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

The proposer shall provide proof of the following coverages:

- (a) General Liability insurance with a minimum 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 naming the County of Westchester as additional insured. Coverage shall include Contractual, Independent Contractors/Subcontractors and Products and Completed Operations.
- (b) Automobile Liability with a minimum 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. Coverage to include owned, non owned and hired autos.
- (c) Workers Compensation coverage in statutory amounts

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

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

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

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 of government records. However, proposals submitted in response to the RFP may contain technical, financial 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.

H. 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 "C".

I. 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 "D". Therefore, the County asks Proposers to complete the questionnaire attached hereto as Schedule "D".

J. Proposal Evaluation and Selection

The Department of Probation will review each proposal according to the evaluation criteria defined below. Final selection will be made by the Department which will select the proposal which, in its' opinion, best meets the requirements of this RFP. Evaluation criteria consist of organization capability, financial capability, equipment and systems, maintenance and customer service, and cost. Evaluation criteria are not necessarily listed in the order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

Technical Specifications

System must feature units that have the capability of communicating with the U.S. Government Global Positioning System.

Transmitter (GPS) (worn by offender on wrist or ankle) must electronically link the offender to a receiver unit up to 24 hours per day at the designated location.

Transmitter (RF) (worn by offender on wrist or ankle) must electronically link the offender to a receiver unit up to 24 hours per day at the designated location unit up to 24 hours per day at the designated location.

Receiver device (GPS) carried by offender receives GPS signals and must transmit information to contractor's computer system.

Receiver device (RF) carried by offender receives signals and transmits information to contractor's computer system 24 hours per day and/or all times the offender is away from their approved residence.

Transmitter (both GPS and RF) must conform to the following:

- Easily installed.
- Programmable range between bracelet and receiver device.
- Battery life of at least one (1) year.
- Tamper detection capability for determining the severing of strap.
- Capable of operating and being stored without damage within temperatures which will normally be encountered:
- Capable of enduring shock and vibration within range of intensity that would be expected.

- Capable of resisting water damage beyond what would normally be encountered in day-to-day use.
- Capable of operating and being stored at a humidity range of up to 100%:

The receiving device (RF) must meet the following specifications:

- Capable of accessing a standard phone line.
- Receiver must be capable of communicating violation information.
- Tamper resistant and offer loss of bracelet signal and loss of signal.
- Must have a battery life between charges of at least 12 hours.
- Capable of generating specific alarm to offender and designated agency staff when the distance between transmitter and receiver exceed maximum predetermined distance.
- Able to notify the offender and the contractor monitoring center of all tamper detections and when the receiver battery requires recharge.

Receiver (RF) must meet the following ruggedness requirement:

- Operating and storage temperatures ranges without damage within that which would normally be encountered.
- Capable of enduring shock and vibration within range of intensity that would be expected.
- Capable of resisting water damage beyond what would normally be encountered in day to day use.
- Capable of operating and being stored at a humidity range of up to 100%.

The receiving device (GPS) must meet the following specifications:

- Compact and easily worn or carried.
- Capable of accessing a standard phone line when placed in a charging stand. Receiver must be capable of communicating violation information.

- Tamper resistant and offer bracelet tamper signal and loss of GPS signal.
- Must have a battery life between charges of at least 12 hours.
- Capable of generating specific alarm to offender and designated agency staff when the distance between transmitter and receiver exceed maximum predetermined distance.

Receiver (GPS) must meet the following ruggedness requirement:

- Operating and storage temperatures ranges without damage within that which would normally be encountered.
- Capable of enduring shock and vibration within range of intensity that would be expected.
- Capable of resisting water damage beyond what would normally be encountered in day-to-day use.
- Capable of operating and being stored at a humidity range of up to 100%.

System Requirements

- System should be browser-based and comply with Internet Explorer version 7.0 or higher.
- If a web implementation is not available, client code in the proposed system must run on an industry standard platform – i.e., Microsoft Windows XP.
- Transactions response times must be acceptable – typical transactions should take no longer than 3 seconds; complex queries or report generation may be slightly higher.
- System must be available on 24 hours by 7 days basis, except for agreed-upon scheduled maintenance.
- Audit logs should be maintained of all system changes, including date and time, and person making the change, and include configurable user access.
- Provide flexible and intuitive ad-hoc query and reporting facilities for users, either through the app itself, or via 3rd party tools.
- The system must be able to import and export data in ASCII, dBase, XML, or Access format.

- Database must have an open architecture. Data should be stored in the latest version of a relational or object-oriented database, meeting the latest industry standards. The County should have full read access to the data. The vendor shall provide database documentation including record layouts for all files and database tables used in the system.
- On-line help and/or tutorials feature
- Provide multi-level security access rights, configurable down to the individual user by the System Administrator. Access rights should be configurable to the function and module level, i.e., allow read-only access to some functions and update to others.
- Provide defensive coding within the application to provide safeguards against malicious or accidental entry of invalid data. Such defensive coding should include such techniques as sanitizing all input data, applying edits to prevent buffer overflows and entry of special characters sometimes used by hackers, applying data edits at both the form level and server level, to prevent malicious or accidental altering of data, etc. Please explain your defensive coding techniques.
- Have ability to import offender data from Criminal Court Management Application.
- Ability to import County GIS point data in to map architecture on a regular basis (i.e. schools, day care facilities, etc.)
- Ability to point to County's geographical database.

Other Equipment and items

Three (3) Laptop (portable) Computers which are compatible with the provider's and Westchester County Government's Information Technology Systems.

Two (2) Computer Printers which are compatible with the provider's and Westchester County Government's Information Technology Systems.

One (1) Printer/Scanner/Fax/Copier which is compatible with the provider's and Westchester County Government's Information Technology Systems.

Eight (8) Verizon Blackberry Radio-Telephones which are compatible with the provider's and Westchester County Government's Information Technology Systems.

Two (2) Portable Field Verifier (sometimes called "Drive by Units").

Six (6) Instruction Manuals.

Provision of Offender Monitoring Information (both GPS and RF)

- Contractor must be able to provide current (real time) and/or historical information of offender movement data to designated agency staff via Internet technology.
- System must have ability to establish inclusion and exclusion zones upon implementation and allow designated agency staff modify those zones.
- System must have the ability to establish multiple curfews varying by days of week.
- Staff or contractor monitoring center staff must be able to access the system over a wireless network at any time through contractor provided software and offer real time text message capability to the offender.
- System must operate on a standard personal computer or portable computer with Microsoft Windows based operating system.

Violation Reporting

- The system must be capable of reporting the following violations:

Geographic Violations (GPS)

- Exclusion Zone: The offender has violated an out of bounds rule and has traveled into a geographic area that is considered off limits.
- Inclusion Zone: The offender has violated a schedule set forth requiring them to be within a certain geographic area. Examples of an inclusion rule would be; home, work, school or treatment.

Hardware Violations (both (GPS and RF)

- Receiver Tamper: Receiver has been compromised in some way.
- Receiver Battery: The receiver battery is low and needs to be placed in a charging stand.
- Bracelet Battery: The bracelet is dying; the bracelet needs to be changed out within 24 hours of violation notification.
- Bracelet Strap: The bracelet strap has been severed or the strap has been removed from the bracelet case.
- Bracelet Gone: Offender has exceeded the radio frequency tether range of the receiver.
- Not in Charger: The PTD has been removed from the charger while the rule was in force or the PTD was not placed into the charger within 7 minutes of entering an in-bound zone with an associated rule in force.
- Unable to Contact: The receiver has not called in to the Data Center at its scheduled interval

System must generate alerts to pre-determined staff (and the offender if desired) if tampers or zone violations occur. Alerts to contacts can be generated to an alphanumeric pager, fax machine, telephone or e-mail address as determined by the staff. Capability must exist to provide an alert to the offender if enabled by the staff.

Written Reports of tampers, alerts or violations to agency staff must be in an easily readable, user-friendly format.

System must accommodate an offender who does not have a home phone as well as those who do have a home phone.

COSTS

Technology Upgrades

- Upgrades and improvements in system technology (both hardware and software) must immediately be offered to the agency at no additional costs.
- Contractor will demonstrate the ability to provide evidence of pending release of upgraded/improved software and hardware products to be released during calendar years 2010/2011.

Training and Technical Support

- Contractor must provide initial basic training to designated staff. Additional staff training necessary as a result of contractor initiated hardware or software upgrades shall also be provided by the contractor.
- Contractor shall specify cost of additional training as requested by agency.
- Contractor shall be available on 24-hour/day basis to provide technical support to agency staff at no cost to the agency. Contractor to send technical assistance provider, at no cost to the agency, should remote technical support not satisfactorily resolve technical problems.
- Contractor, at no cost to the agency, shall provide extra units and/or replacement units within twenty-four hours of request by the agency. Contractor will be responsible for all equipment shipping costs in either direction.

Archived Data

- Contractor must archive offender movement data and be able to provide such data upon request to the agency for a period of five (5) years from the date offender was terminated from Global Positioning Tracking Services whether or not the contract is in effect at the time the request is made.

Performance Measures.

Units must be functioning 100% of the time. Vendors will be required to notify the County of any problems with the functioning of the units immediately upon vendor discovering the problem.

Broken equipment shall be replaced by the vendor within 2 days of the County notifying the Vendor of the need for replacement equipment. The vendor shall be responsible for all costs associated with the replacement of broken equipment.

Should additional units be required by the County, vendor shall provide additional units within two days of the receipt of County's request.

The County shall not be responsible to pay for any non-functioning/defective units while units are non-functioning/defective.

False notifications provided by vendor to the County shall result in each instance in a reduction of lease payments equal to ***one month's lease fee*** for the unit.

RELATIONSHIPS TO COUNTY

Proposers are required to complete the questionnaire entitled "Required Disclosure of Relationships to County" attached hereto as Schedule "E". 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 "F". Notwithstanding the above, a Proposer may submit to the Commissioner a Waiver Application in the form attached hereto as page 2 of Schedule "F".

VENDOR DIRECT PAYMENT PROGRAM

In the event a contract is awarded to a successful proposer, the County's Vendor Direct Payment Program terms shall apply as outlined in Schedule "G".

PRICING

The maximum amount of this contract will be no more than \$325,000.00 for each 12-month period. As such, please price accordingly.

GPS Units - Passive

Item #1

Cost per set (transmitter & receiver) up to 10 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 20 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 30 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 40 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 50 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 60 sets: \$_____ per day

Item #2 –Miscellaneous Equipment (if any) \$_____ per day

Total (Item #1 total plus Item #2 total) \$_____ per day
Total

RF Units

Item #2

Cost per set (transmitter & receiver) up to 10 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 20 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 30 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 40 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 50 sets: \$_____ per day

Cost per set (transmitter & receiver) up to 60 sets: \$_____ per day

Item #4 –Miscellaneous Equipment (if any) \$_____ per day

Total (Item #3 total plus Item #4 total) \$_____ per day
Total

Alcohol Units

Item # 3

Cost per unit up to 10: \$_____ per day

Cost per unit up to 20: \$_____ per day

Cost per unit up to 30: \$_____per day

Cost per unit up to 40: \$_____per day

Cost per set (transmitter & receiver) up to 50 sets: \$_____per day

Cost per set (transmitter & receiver) up to 60 sets: \$_____per day

Add here any other relevant or helpful information.

Attached:

Schedules;

- A. Proposer Certification
- B. Insurance Requirements
- C. Minority Business Questionnaire
- D. MacBride Principles
- E. Disclosure of Relationships Form
- F. Qualified Fringe Transportation Program Forms

Delivery and Installation Point:

Probation Department Probation Home
Confinement - Annex
Westchester County Department of
Correction, Valhalla, N.Y.

Or to:

The Westchester County Department of Probation
The Richard A. Doranco Westchester County Court House,
111 Martin Luther King Jr. Boulevard - Sixth Floor
White Plains, New York 10601
Attention: Supervising Probation Officer Wanda Baskerville

Schedule "A"

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 understand that any and all proposals and negotiations shall not be binding or valid against the County of Westchester 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 "B"

STANDARD INSURANCE PROVISIONS **(Provider)**

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

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

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

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

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

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

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

3. All policies of the Provider 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 Provider.

SCHEDULE "C"

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 woman 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 Enterprises:

Address:

Name/Title of Person completing MBE/WBE Questionnaire:

Signature:

SCHEDULE "D"

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 "E "
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY
(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

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

Yes _____ No _____

If yes, please provide
details: _____

B.) Related Owners:

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

Yes _____ No _____

If yes, please provide
details: _____

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

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

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

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

Yes _____ No _____

If yes, please provide details: _____

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

Name:

Title:

Date:

SCHEDULE "F"

STATEMENT OF ENROLLMENT IN A QUALIFIED TRANSPORTATION FRINGE PROGRAM

1. I am the _____ of _____.
(title) (Bidder's/Proposer's full legal name)

2. This statement is not applicable because (*check all that apply, skip number 3 and sign below*):

- ☐ The total value of the contract is less than \$100,000 in any twelve month period during the contract term.
- ☐ Bidder/Proposer employs less than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week.

(If question 2 does not apply proceed with question 3 and sign below).

3. This Statement is applicable and is submitted in order to comply with the requirements of Executive Order No. 7-2005 of the County of Westchester which requires prospective contractors, concessionaires and vendors to submit a signed statement at the time of procurement of the contract that they are enrolled in or have initiated the process to enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code.

As of the date hereof the above indicated Bidder/Proposer:

- ☐ is enrolled in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code, or
- ☐ has initiated the process of enrolling in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code and will notify the appropriate County personnel in writing upon the commencement of their participation in such a program.

signature

date

SCHEDULE "F"
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

Approved: _____
Disapproved: _____
Date: _____

Commissioner or Department Head

SCHEDULE "G"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

INSERT VENDOR DIRECT FORM