

BID DOCUMENT

WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES

CONTRACT FOR

PRIVATE MESSENGER SERVICES TO SUPPORT

WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES

ADMINISTRATIVE OPERATIONS

BID OPENING DATE: November 26, 2008

SUBMITTED BY:

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NOTICE TO BIDDERS
County of Westchester, New York

Private Messenger Services to Support
Westchester County Department of Social Services Administrative Operations

Sealed bids for furnishing Private Messenger Services to Support the Westchester County Department of Social Services Administrative Operations will be received in Room 104 of the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, until 11:00a.m., **Wednesday, November 26, 2008** and immediately thereafter the bids will be publicly opened and read aloud in Room 527 of said building.

Specifications and proposed Form of Agreement for the services may be obtained at 112 East Post Road, Department of Social Services, 5th floor reception desk, White Plains, New York without charge. Bidders should, before submitting a bid, thoroughly examine the proposed non-exclusive Agreement, which sets forth the character, quality and quantity of work to be done and services to be provided by the Contractor.

Each bid must be accompanied by bid security in the form of a certified check payable to the County of Westchester in the amount of \$3,000. Bid security must be attached to the outside of the sealed bid. The successful bidder will also be required to provide performance security.

The County will hold a pre-bid conference on **Wednesday, November 19, 2008, at 10:00 a.m. at the Westchester County Department of Social Services, Room 502, 112 East Post Road, White Plains, New York.**

The County of Westchester reserves the right to waive any informality of the bids, or to reject any or all bids. No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

Local Law No. 27-1997 of the County is to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the County.

If additional information concerning the bidding is required, call Lorraine Velez, Director of Fiscal Operations at (914) 995-5612.

COUNTY OF WESTCHESTER
DEPARTMENT OF SOCIAL SERVICES

Kevin P. Mahon
Commissioner of Social Services

INFORMATION FOR BIDDERS

Bidders (hereinafter referred to as "Contractor" or "Bidder") should, before submitting a bid, thoroughly examine the annexed form of Agreement attached hereto as Exhibit "1" and specifications and understand their contents. The proposed non-exclusive Agreement sets forth the character, quality and quantity of work to be done, services to be rendered, and materials to be provided by the Contractor.

The County will hold a pre-bid conference on Wednesday, November 19, 2008, at 10:00 a.m. at the Westchester County Department of Social Services, **Room 601, 112 East Post Road, White Plains, New York. All prospective bidders are encouraged to attend this meeting. For further information, please call Lorraine Velez, Director of Fiscal Operations at (914) 995-5612.**

The County intends to award a contract to the lowest responsible bidder for the delivery and picking up of inter-office mail pouches and boxes to the locations and within the specified time frames as indicated in Schedule B.

The lowest responsible bidder, as Contractor shall, within ten (10) business days after notice from the County of Westchester that it is the successful bidder, execute, acknowledge and deliver, in triplicate, to the County of Westchester, the Agreement in substantially the form annexed hereto as Exhibit "1".

The County also reserves the right to reject all bids submitted or to enter into agreements for only a portion of the services contemplated by the bids submitted.

When submitting the bid each bidder will be required to submit the following:

1. Bid Sheet, Schedule "B"
2. Bidder's Acknowledgment
3. Certificate of Authority
4. Non-Collusive Bidding Certification
5. Affirmative Action Program Certification
6. Information required under Schedule "C".
7. Bid Security in the form of a certified check payable to the County of Westchester in the amount of \$3,000. Bid Security must be attached to the outside of the sealed bid. **Bids received that do not include the bid security will be rejected.** All bid security checks will be returned within forty-five (45) days after bids are opened, except those which the County elects to hold until the award is made and a Bidder executes the Agreement.

The County of Westchester reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids may not be withdrawn. The successful Bidder, as contractor, will be required to execute, acknowledge and deliver to the County, the Agreement, in triplicate, within ten (10) business days notice from the County that an award has been made and receipt of the Agreement forms from the County. In the event that a Bidder who is awarded a contract fails or refuses to deliver a duly executed Agreement to the County within the ten (10) business day period, the amount of the bid security may be considered forfeited and paid to the County. Upon execution of the Agreement or forty-five (45) days after bids are opened, whichever is sooner, all deposits still held by the County shall be returned to the Bidders.

All necessary licenses and permits required to complete the work shall be presented to the County within ten (10) business days of award of the Agreement.

SCHEDULE "A"

Bid Specifications to provide Private Messenger Services to Support the Westchester County Department of Social Services Administrative Operations.

I. **BIDDER MINIMUM REQUIREMENTS:**

1. Bidder shall have a minimum of three (3) years experience as a private messenger service.
2. Bidder must provide a list of references, on Schedule "C", of at least three (3) firms. Also, two (2) references should be from firms with whom the bidder no longer does business, which can be the names of entities or individuals for which the Bidder provided messenger services for at one time. Bidder can include as a reference the Westchester County Department of Social Services if Bidder is currently providing (or in the past has provided) messenger services to DSS.
3. Bidder, if a corporation and not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law. The successful Bidder shall be required to possess all applicable licenses and permits, including DOT, ICC and local municipalities' licenses and permits to provide messenger services.

II. **CONTRACT SPECIFICATIONS:**

1. Locations:

The Contractor shall provide private messenger services within Westchester County for the Westchester County Department of Social Services ("Department").

2. Technical:

- a) Contractor shall, at the request of Department, furnish messenger services for the Department for the **term January 1, 2009 through December 31, 2009. [The County may terminate this agreement at any time without cause by giving thirty (30) days notice in writing to the Contractor.]** At the option of the County, this Contract may be extended for two (2) additional one (1) year terms on the same terms, and conditions; provided, however, for the second and third year of the contract, the amounts quoted on the Bid Response Sheet payable to the Contractor shall be increased by 50% of the percentage, if any, that the Consumer Price Index ("C.P.I.") in the month September of the current contract year has increased over the C.P.I. in the month of September of the preceding year. Thus, the amount payable for the second year of the term (January 1, 2010 through December 31, 2010) would be increased by 50% of the increase in the C.P.I. in the month of September, 2010 over the month of September, 2009; for the third year the increase would be calculated based on 50% of the increase in the C.P.I. in the month of September, 2011 over the month of September, 2010. In no event however, shall the yearly increase in the amount payable by the County for the services rendered hereunder exceed five (5%) percent. In the event the Consumer

Price Index decreases during the term of this Agreement, the amount payable by the County shall decrease accordingly, but in no event shall the amount payable decrease below the amount payable during the first year of this contract (i.e., January 1, 2006 to December 31, 2006). For the purpose of this paragraph, the C.P.I. shall mean the Consumer Price Index for all Urban Consumers, all items, Selected Large Cities, for New York, Northeastern New Jersey Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. as the "Consumer Price Index of all Urban Consumers" (CPI-U) 1982-84 or more current index as may be applicable. If the Federal government shall cease to publish such index, then the substitute index published shall be used for the purpose of adjusting the amount payable to the contractor. The Contractor shall provide all identified services if the County exercises its options to renew the Agreement as stated above.

- b) The Contractor shall replace any personnel for which dissatisfaction of performance has been shown as quickly as possible and shall not be compensated for charges incurred for such replacement.
- c) The Contractor will abide by all Federal, State and Local Labor Laws in effect during the term of this Contract, including but not limited to those applicable to messenger services.
- d) All of the records required to be maintained shall be preserved for a period of three (3) years after the completion of the applicable contract period.
- e) Any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail with Return Receipt Requested to all prospective bidders, at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation or any other form, instrument or document shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract documents.
- f) Contractor shall be required to meet the insurance requirements contained in Schedule "D" of the Agreement, a copy of which has been annexed hereto.
- g) **The successful bidder shall be required to furnish performance security in the form of a bond (attached hereto as Exhibit 2), cash, certified check, or irrevocable letter of credit as approved by the County in the amount of 15% of the total annual cost listed on the Bid Response sheet.** Bid security will be returned upon execution of the contract and receipt of the required performance security. In the event that the County terminates the Agreement based on its best interest and not as a result of any breach or default on the part of the Contractor, the performance bond will be retained by the County but the County will not draw down on the bond.

3. Scope of Work:

a) Intent

1) The Department requires private messenger services to deliver and pick up inter-office mail, pouches and boxes to locations throughout Westchester County. (See Schedule B)

b) General

1) The Contractor shall furnish all labor, materials, transportation, tools and equipment necessary and required to provide complete private messenger services to the Department.

2) There will be both morning and afternoon deliveries to all locations (See Schedule B).

3) The Contractor shall provide all manpower, delivery vehicles and equipment necessary to meet the needs of the job. (Although a majority of the deliveries are made up of mail pouches and can be accomplished using a standard size automobile, at times the delivery of boxes may require the Contractor to have access to vans).

c) Description of Work

The work under this contract is to be performed Monday through Friday between the hours of 8 a.m. and 3 p.m. (the morning service must be completed by 10:30 A.M. and the afternoon service must begin at 12:30 and be completed by 3 P.M.).

d) Drivers and Helpers

1) The Contractor shall only employ persons of good moral character, with at least one year's experience, to serve as drivers and messengers, as needed. The Contractor shall certify to the County that he has checked the references of all applicants and that, to the best of his/her information, belief and knowledge, the applicants and employees are persons of good moral character.

2) Vehicle Operators shall be at least twenty-one (21) years of age, have a valid and appropriate operator's license for the vehicles being operated, and a demonstrated history of reliability relative to the operation of vehicles required under this Contract. Operators and helpers shall be physically fit and able to perform assigned duties. Operators shall have a minimum of two years experience, and a satisfactory driving record. The Contractor shall certify to the Department that she/he has acquired and duly reviewed a New York State Department of Motor Vehicles Driver Abstract Record of each driver to determine his/her fitness, and that all drivers are qualified and have satisfactory records. The Contractor shall provide to the Department of Social Services updated abstracts of each driver annually for the term of the contract.

3) All applications, references and background information shall be subject, upon demand, to review by the Department including any and all medical records. All vehicle operators and helpers shall be examined by a licensed physician and the results recorded by the physician in writing. Examination shall be at no cost to Westchester County. The Contractor shall not utilize any operator or helper medically incapable of performing duties described hereunder. The Contractor shall not utilize any employee for the purpose of this agreement who is rejected by the Department for any reason.

f) Vehicles, Vehicle Operating Expenses and Invoices

1) The Contractor will provide all of the vehicles necessary to perform work (Although a majority of the deliveries are made up of mail pouches and can be accomplished using a standard size automobile, at times the delivery of boxes may require the Contractor to have access to vans) pursuant to this Contract. All vehicles must comply with all applicable regulations of the New York State Department of Transportation, the New York State Department of Motor Vehicles, as well as with all applicable laws and regulations and policies of any agency of the Federal Government or the State of New York.

2) The Contractor shall prepare, and submit, invoices monthly, on company letterhead, with serialized, sequential numbers for services rendered for the period being billed. A prescribed cover sheet must accompany each monthly billing listing the individual bills in the submission and other pertinent data to be identified.

a. The Contractor shall also prepare an invoice monthly including at a minimum the following:

1. Company imprinted letterhead and/or logo;
2. Brief description of service rendered;
3. Equipment and labor used (i.e., number of vehicles used, ID number (if applicable), license plate number, number of employees used (include their names);
4. Narrative of delays, if any;
5. Name of the Department person who scheduled delivery;
6. Such other information as the County may require.

This information is essential for payments to be processed. Failure to provide all information will result in the delay of payment and payment will not be made until all such information is provided.

b. As stated above, missing or illegible supporting documents will delay payment of invoices. All original invoices (no Xerox or carbon copy will be acceptable) and related supporting materials must be sent to:

Westchester County Department of Social Services- General Accounting
6th Floor – Room 608
112 East Post Road, White Plains, New York 10601

c. DSS reserves the right to disapprove payment, in part or in whole, for reason of delay, breakdown, operator failure, nonperformance or partial performance, nonconformance of

vehicle to DSS specifications or any circumstance beyond the control of DSS resulting in the incomplete provision of services required and agreed to under this Contract.

d. Cargo Insurance

In addition to the required insurance coverage specified in the general conditions of this contract, the Contractor shall obtain cargo insurance in the amount of \$10,000 to cover all items transported pursuant to this contract; Contractor shall provide proof of such insurance coverage.

e) Liquidated Damages

The Department may assess damages for each instance Contractor fails to perform pursuant to the terms of this Agreement. In such event, Contractor shall pay, or the department may deduct from any monies due or to become due under the Contract, an amount equal to the damages assessment as set forth below, which amount shall be in addition to any other remedies the County may have at law or in equity.

In the event of default and/or Contractor's non-performance of obligations pursuant to the terms of this Agreement if, in the discretion of DSS, the Department deems it necessary to utilize the services of an alternative vendor, then Contractor shall be liable, at a minimum, for damages in an amount equal to any additional and/or consequential cost (expenses) incurred by DSS. The aforesaid remedies are in addition to any other remedies available to DSS.

Poor quality of work shall include but not be limited to:

1. Delivering to wrong location;
2. Misplacing or losing documents;
3. Failing to commence messenger services within (30) minutes of morning or afternoon start time (8A.M. or 12:30 P.M.).

For "Poor Quality" work, liquidated damages will be assessed in the amount of \$75.00 per occurrence.

f) Contractor's Experience

The Contractor must have been operating as a messenger service for a minimum of three (3) years at the time of the award of the agreement and submit proof of same to the Department at the time the bid is submitted. The Contractor shall maintain mover permits and/or licenses, if any, required by Law.

III. **BASIS OF CONTRACT AWARD**

The County shall award the contract, if at all, to the lowest responsible bidder for all of the locations as set forth in Schedule "B".

IV. **OBLIGATIONS OF THE COUNTY:**

1. Payment shall be made for all services provided to and accepted by the County.
2. Nothing contained herein shall be construed to limit the right of the County to utilize other entities to provide these services in the event the successful bidder is unable or unwilling to provide the services hereunder, it being the intent of the County to award a non-exclusive contract.

SCHEDULE “B” - BID RESPONSE SHEETS

Please provide an annual lump-sum price for providing the following delivery services:

All mail/parcels/boxes are to be picked up and returned to the Department of Social Services Mailroom located at 112 East Post Road, 6th floor, White Plains, New York 10601. The service is to be provided twice daily, once in the morning and once in the afternoon.

The morning service – Departure time from 112 East Post Road is 8:00 (A.M), with a return time of 10:30 (A.M.) to 112 East Post Road.

19 BRADHURST AVENUE
Medicaid Unit – 3rd fl/Left side of building
Hawthorne, New York 10532

One Stop Employment
120 Bloomingdale Road – 1st Fl.
White Plains, N Y 10601

PEEKSKILL DISTRICT OFFICE
750 Washington Street
Peekskill, New York 10566

MT. VERNON DISTRICT OFFICE
100 East First Street – 7th floor
Mt. Vernon, New York 10550

YONKERS DISTRICT OFFICE
131 Warburton Avenue
South Side Mailroom – 3rd floor
Yonkers, New York 10701-2539

The afternoon service – Departure time from 112 East Post Road is 12:30 (P.M), with a return time of 3:00 (P.M.) to 112 East Post Road.

VOA (Shelter)
25 Operations Drive –Valhalla Campus
Valhalla, New York 10595

MT. VERNON DISTRICT OFFICE
100 East First Street – 7th floor
Mt. Vernon, New York 10550

PEEKSKILL DISTRICT OFFICE
750 Washington Street
Peekskill, New York 10566

YONKERS DISTRICT OFFICE
131 Warburton Avenue
South Side Mailroom – 3rd floor
Yonkers, New York 10701-2539

Annual Lump Sum Price: _____ (\$_____.00) Dollars.
(write numerical amount here) (write out in words here)

SCHEDULE "C"

1. Describe Bidder's Experience as agency providing messenger services, including, if any, experience working with major corporations and government agencies.

Attach proof of experience, including, without limitation, proof of length of time in business.

2. Provide list of references of at least three (3) firms or government agencies for whom the bidder has provided messenger services. Please also include two (2) references from firms with which you no longer do business.

**FIRM
ADDRESS**

CONTACT PERSON

PHONE NUMBER

Current Customers:

1.

2.

3.

Former Customers:

1.

2.

3. Bidder, if a corporation and not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.

4. Financial Capability

Are there any liens against property owned by the offering organization or existing legal suits (pending) which potentially impact the financial stability of the responding organization?

☐ Yes
☐ No

If yes, please explain:

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS **(Contractor)**

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

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

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

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

(a) Workers' Compensation. Certificate form C-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.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(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.

3. All policies of the Contractor 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 Contractor.

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY

I, _____ certify that I am
the _____ of the _____
(Officer other than officer signing contract)
(Title)
(the " _____ ") a corporation duly organized and in good standing under the
_____ named in the foregoing agreement;
(Law under which organized, e.g., the New York Business
Corporation Law)
that _____ who signed said agreement on behalf of the
(Person Executing Agreement)
_____ was, at the time of execution _____
(Title of such person)
of the _____ and I further certify that said agreement was duly signed for
and in behalf of said _____ by authority of its Board of Directors, thereunto
duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me personally came
_____, whose signature appears above, to me
known, and known to me to be the _____ of
(Title)
_____, the corporation described in and which executed the above
certificate, who being by me duly sworn did depose and say that he, the said _____,
resides at _____
of said corporation.

Notary Public County

NON-COLLUSIVE BIDDING CERTIFICATION

(If proposal substitute proposer for bidder and proposal for bid)

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

- "(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) A bid shall not be considered for award nor shall any award be made where (a) (1) and (2) above, have not been complied with; provided, however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) and (2), above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or her designee, determines that such disclosure was not made for the purpose of restricting competition."

Dated _____, 2005

Legal Name of Person, Firm
or Corporation

(Seal of Corporation)

Business Address of Person,
Firm or Corporation

By _____
Signature

Title

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

Affirmative Action Program

An approved Affirmative Action Plan shall be required in all contracts competitively bid in accordance with §103 of the General Municipal Law of the State of New York where the actual contract or subcontract amount-as awarded-exceeds \$50,000.00.

Regardless of the foregoing, an approved Affirmative Action Program is suggested, not required, of a contractor or subcontractor where the total number of persons employed by such contractor or subcontractor is fourteen (14) or fewer.

Does your firm participate in an approved Affirmative Action Program?

If Yes, give name of Program:_____

If No, how many employees will your firm use for this contract:

An approved Affirmative Action Program means a plan approved or adopted by Westchester County including but not limited to, the Home-Town Plan, the Recruitment Training Program or any other program approved or meeting the requirements of the state or federal government.

Each bidder must complete and return with its bid their Affirmative Action Certification. If the proposal exceeds \$50,000.00 and the Contractor employs more than fourteen employees to accomplish the work required under this Agreement, it is required to have or participate in an approved Affirmative Action Program. Employers doing business with the County are required to meet equal employment opportunity standards.

An Affirmative Action Program consists of a plan, either written or unwritten, established by an employer involving specific actions in recruiting, hiring, promoting, and other personnel activities. It usually can be divided into four components; recruiting and selecting, training and promoting, communicating the policy and compiling data.

Sample Affirmative Action Plans are available in various legal treatises.

EXHIBIT "1"

AGREEMENT made the day of , 20__

by and between:

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

(hereinafter referred to as the "County")

and

having an office at _____

(hereinafter referred to as the "Contractor")

WHEREAS, the County desires to obtain private messenger services to support the Westchester County Department of Social Services' administrative operations; and

WHEREAS, the Contractor desires to provide such messenger services 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 Contractor shall furnish private messenger services to support the Westchester County Department of Social Services' administrative operations and subject to appropriations, and as provided and more fully described in Schedules "A", "B", "C", and "D", which are attached hereto and made a part hereof. Nothing contained herein shall be construed to limit the right of the County to utilize other contractors to provide these services, it being the intent

of the County to award a non-exclusive contract. **Performance Security shall be provided in accordance with Section II (2)(g) of the Contract Specifications in the Bid Specifications attached hereto.**

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Contractor shall be paid a lump-sum fee not-to-exceed _____ (\$_____). No exclusive rights are granted or are intended to be granted under this contract, nor has any guarantee, promise or representation of any minimum amount of work been given or to be inferred from this contract.

Any and all requests for payment to be made, including any request for partial payment made in proportion to the work completed, shall be submitted by the Contractor on properly executed vouchers of the County together with such receipts or other verification of expenditure as the Commissioner of Social Services or his authorized designee ("Commissioner") shall reasonably require 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 Contractor prior to the completion of all services, the submission of all required paperwork and the approval of same by the Commissioner.

No payment shall be made by the County to the Contractor for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor 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 paragraph "SECOND", but the County shall not be restricted from withholding payment for cause.

THIRD: The services to be provided pursuant to the terms of this Agreement shall commence promptly on January 1, 2009 and shall terminate on December 31, 2011, with the County's option to extend this Agreement for two up to (2) additional one (1) year periods on the same terms and conditions; provided, however, pricing for option years 2 and 3 shall be increased by 50% of the percentage change, if any, that the C.P.I. in the month of September of the current contract year has increased over the month of September of the preceding year. (See Schedule "A", Contract Specifications.)

FOURTH: (a) The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor 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 in accordance with the lump-sum fee set forth in Paragraph "SECOND" herein, which lump-sum fee shall be pro-rated to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Contractor. The Contractor 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 Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor 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 Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor 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.

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

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement.

The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Contractor shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Contractor.

SEVENTH: The Contractor 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 the services and duties hereunder. The Contractor further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

EIGHTH: The Contractor shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Contractor as an employer of labor or otherwise. The Contractor shall further comply with all rules, regulations and licensing requirements pertaining to its status as a moving contractor and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

NINTH: The Contractor expressly agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and

(b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and

(c) that there may be deducted from the amount payable to the contractor by the County under this Agreement a penalty of fifty (\$50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and

(d) that this Agreement may be canceled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

The Contractor expressly agrees that neither it nor any contractor, subcontractor, 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 Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "D" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Contractor 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 Contractor or third parties under the direction or control of the Contractor; 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.

ELEVENTH: 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 sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses 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.

To the County:

County of Westchester
Commissioner of Social Services
112 East Post Road
White Plains, New York 10601

with a copy to:

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

To the Contractor:

TWELFTH: 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.

THIRTEENTH: 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 Contractor hereby agrees to complete the questionnaire attached hereto as Schedule "E".

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

FIFTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

SIXTEENTH: This Agreement shall be deemed executory only to the extent of money appropriated and allocated by the County for the performance of the terms hereof, and no liability under this Agreement shall be incurred by the County beyond the moneys available for the purposes hereof.

IN WITNESS WHEREOF, the County of Westchester and the Contractor have executed this Agreement in triplicate.

THE COUNTY OF WESTCHESTER

By _____
Commissioner of Social Services

THE CONTRACTOR

By _____
(Name and Title)

Authorized by the Board of Acquisition and Contract of the County of Westchester on _____ day of _____, 20__.

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(the "Corporation")

a corporation duly organized and in good standing under the (Law under which organized, e.g., the New York Business Contractor Law) named in the foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution

(Title of such person)

of the Contractor and that said agreement was duly signed for and on behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me personally came
_____, whose signature appears above, to me known, and
known to me to be the _____ of _____
(Title)

_____, the Corporation described in and which
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said
_____ of said Corporation resides at _____
_____, and that he/she is _____
_____ of said corporation and he/she signed his/her name thereto by like order.

Notary Public County

EXHIBIT "2"

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(hereinafter called the "Principal"), and the _____, a
corporation created and existing under the laws of the State of _____
and having its principal office at _____

in the city of _____ (hereinafter called the "Surety"), are held and
firmly bound unto The County of Westchester (hereinafter called the "Obligee") in the penal sum
of _____ Dollars
(\$ _____) lawful money of the United States of America, for the payment of which,
well and truly to be made, the said Principal binds itself, (himself, themselves) and its (his, their)
successors and assigns, and the said Surety binds itself and its successors and assigns, all jointly
and severally, firmly by these presents. Said penal sum shall apply separately and independently,
in its total amount, to the payment provision and the performance provision of this Bond shall not
reduce or limit the right of the Obligee to recover under the other said provision.

Signed, sealed and dated this _____ day of _____, 20__

WHEREAS, said Principal has entered into a certain written contract with said
Obligee, dated the _____ day of _____, 20__ (hereinafter called the "Contract")

For _____

a copy of which Contract is hereto annexed and hereby made a part of this bond as if herein set
forth in full.

NOW THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS
ARE SUCH THAT, if the said Principal, and its (his, their) successors or assigns, or any or either
of them shall,

(1) well and truly and in good, sufficient and workmanlike manner, perform or cause
to be performed such Contract, and any amendment or extension of or addition thereto, and each
and every of the covenants, promises, agreements and provisions therein stipulated and

BOND

contained to be performed by said Principal, and complete the same within the period therein mentioned, and in each and every respect, comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure so to do and fully reimburse and repay the Obligee all outlay and expense which it may incur in making good any such default, and

(2) also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons by agents, servants or employees of the Principal, and of its (his, their) successors or assigns, or any subcontractor or of any assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Principal, or its (his, their) successors or assigns, or any subcontractor or any designee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of subcontractors and of materialmen and other third persons out of or in connection with said Contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then these obligations shall be null and void, otherwise they shall remain in full force and effect.

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

- (a) All persons who have performed labor or rendered services, as aforesaid, all subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with said Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal or its (his, their) successors and assigns, and/or the Surety and its successors and assigns) against the Principal and its (his, their) successors and assigns on this bond, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, than in any such State. Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of Obligee to the use and benefit of the person, firm or corporation instituting such action and of all other persons, firms and corporations having claims hereunder, and any other

BOND

person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceedings (but not later than twelve months after the performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon. Prior to the institution of such a proceeding by a person, firm or corporation in the name of the Obligee, as aforesaid, such person, firm or corporation shall furnish the Obligee with a bond of indemnity for costs, which bond shall be in an amount satisfactory to the Obligee.

- (b) The Surety or its successors or assigns shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.
- (c) In no event shall the Surety or its successors or assigns be liable under either the foregoing clause (1) or the foregoing clause (2) for a greater sum than the penalty of this bond, provided, however that said penalty is separately applicable, in its total amount to each of the foregoing clauses (1) and (2), or subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the above section (a) later than twelve months after the complete performance of said Contract and final settlement thereof.

The Principal, for itself (himself, themselves) and its (his, their) successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objections that might be interposed as to the right of the Obligee to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen, and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing Provision to be placed in this bond.

And Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns and this bond shall in no way be impaired or affected by an extension of time, modification, omission, addition or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by an assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and

BOND

transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to (executors, administrators), successors, assigns, subcontractors, and other transferees, shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Principal.

WITNESS our hands and seals this _____ day of _____, 20____.

PRINCIPAL (Seal)

PRINCIPAL (Seal)

ATTEST:

_____ By _____

Surety
(Seal)

ATTEST:

_____ By _____
Title

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

BOND

Each executed bond should be accompanied by:

- (a) appropriate acknowledgements of the respective parties;
- (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety;
- (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and
- (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

BOND

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

BOND

CONTRACTOR'S ACKNOWLEDGMENT
(If Corporation)

STATE OF NEW YORK)
 : SS.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20__, before me personally came
_____ personally known and known to me
to be the _____ of _____,
the corporation described in and which executed the within instrument, who being by me duly
sworn did depose and say that he resides at _____
and that he is the _____ of said corporation and knows
the corporate seal of the said corporation; that the seal affixed to the within instrument is such
corporate seal and that it was so affixed by order of the Board of Directors of said corporation and
that he signed his name thereto by like order.

Notary Public

BOND

ACKNOWLEDGMENT BY SURETY COMPANY
(Signed by One Authorized Person)

STATE OF NEW YORK)
 : SS.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20__ before me personally
came _____ personally known and known to me
to be the _____ of _____, the
corporation described in and which executed the within instrument, who being by me duly sworn
did depose and say that he resides at _____
and that he is the _____ of said corporation and knows the
corporate seal of the said corporation; that the seal affixed to the within instrument is such
corporate seal and that it was so affixed by order of the Board of Directors of said corporation and
that he signed his name thereto by like order; and that the said corporation has received from the
Superintendent of Insurance of the State of New York a certificate of solvency, and of its
sufficiency as surety or guarantor, pursuant to Section 327 of the Insurance Law of the State of
New York as amended, and that such certificate has not been revoked.

Notary Public