

REQUEST FOR PROPOSAL

PLAYLAND PARK
PLAYLAND PARKWAY
RYE, NEW YORK 10580

WESTCHESTER COUNTY PARKS (Various Facilities)
25 MOORE AVENUE
MOUNT KISCO, NY 10549

CONSULTATION AND PLACEMENT OF ADVERTISING AND PROMOTIONAL MATERIALS

Westchester County is seeking proposals from qualified individuals or organizations to provide consultation and placement of television, radio, print, internet, text messaging, and other forms of advertising and promotional materials for Playland Amusement Park, the Ice Casino, and various facilities of Westchester County Parks including the Westchester County Center in White Plains. This request does not include for the creation of any types of artwork.

Playland is located on Long Island Sound in Rye, New York and is a National Historic Landmark. Playland opened to the public in 1928. Playland attendance reaches nearly one million visitors per season. Westchester County Parks is a nationally accredited agency which has nearly 50 parks and recreational areas in its system. The County Center is located in White Plains, New York and has a main stage and a smaller stage in the Little Theater and is the County's civic center.

The intent of this Request for Proposals (RFP) is to seek out and select an individual or organization to provide consultation and purchase of advertising and promotional materials at the most economical cost from 2009 through 2013 with the ability to renew for an additional five years.

All proposals must be received in the Office of the Director of Marketing, Westchester County Parks, 25 Moore Avenue, Mount Kisco, New York, 10549 by 5:00 p.m., Friday, January 23, 2009. Westchester County will not be responsible for any internal or external delivery delays, which may cause the RFP to arrive beyond the deadline. The Proposer must submit an original plus five (5) copies of the proposal.

An evaluation committee comprised of appropriate personnel from the Department of Parks, Recreation and Conservation will review the proposals and may, if necessary, conduct interviews with one or more of the qualified firms or individuals as part of the final selection process.

The County reserves the right to accept, reject or negotiate modifications to any proposal, as it shall, in its sole discretion, deem to be in its best interest.

Please note that the following attachments must be completed in full and submitted with the proposal. Failure to do so may constitute grounds for disqualification: Attachments 1, 2, (3, 4, 5 as applicable), 6, 7 and Schedules B, C, D and E and all proposal exhibits. Schedule F is attached for informational purposes only and will be completed only by the successful proposer at time of agreement. For your convenience, an attachment/schedule checklist is attached hereto at as Schedule "G".

Any inquiries regarding this proposal should be directed to Peter Tartaglia, Director of Marketing at 914-864-7132.

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1.0 Purpose and Intent

The intent of this Request for Proposals (RFP) is to seek out and select an individual or organization to provide consultation and placement of television, radio, print, internet, text messaging, and other forms of advertising, and promotional materials at the most economical price for Playland Amusement Park, Ice Casino and various facilities of Westchester County Parks including the Westchester County Center in White Plains. This request does not include for the creation of any types of artwork.

1. Advertising will be placed at the direction and in consultation with the Director of Marketing and his designated representatives.
2. Consultation would be on a weekly basis from May through August at the Playland Administration Offices. Additional consultations will be required preseason regarding media selection, trade and promotions. Consultations will include an overall review of proposed advertising and promotional expenditures and a review of individual media proposals. The reviews will include rates, on-air, internet and in-park promotions and other campaigns. The consultant will review quarterly radio and television ratings of stations versus target audience and equivalent for internet. There will also be a post season consultation to review the effectiveness of the media placement and promotions.
3. The Director of Marketing will designate Playland and Westchester County Parks Marketing personnel to assist the consultant with media contacts and the solicitation of proposals in-conjunction with the consultant.
4. If compensation is on a percentage of dollar amounts of advertising placed, the fee due to the contractor would be derived from the standard 15% discount allowed to agencies by media outlets with the balance, if any, retained by Playland and Westchester County Parks. In situations in which a net price without a discount is offered to the County and no discount is obtained by the agency, the agreed upon proposed fee as submitted will be paid by the County as a percentage added on to the net amount due to the contractor for the advertising time or space purchased. Consideration will be given to proposers who propose less than the standard 15% compensation.
5. The Consultant will first review all invoices and affidavits before submitting them to the County on a monthly basis. The County (Playland and Westchester County Parks) will also review invoices and affidavits. The County will in-turn pay the Consultant who will then pay the media/promotional outlets.
6. At this time, Westchester County has a contract with The Journal News, as such, Playland and Westchester County Parks advertising for The Journal News will be placed directly by the County with no compensation to the Consultant.
7. The Consultant will initiate promotions at the direction of the Director of Marketing and his designated representatives. Any promotional or production fees, exclusive of the Consultant's, in conjunction with advertising and promotion would be considered for approval, and for reimbursement purposes, be the same as advertising.
8. Playland and Westchester County Parks will be responsible for providing copy, video, film and digital artwork when appropriate.
9. No additional fee or compensation will be paid to the Consultant for trade and promotional space or time. Trade and promotion agreements will be placed by the Consultant under the direction of the Director of Marketing or his designees.
10. Advertising placed through the contract will be by written authorization from the Director of Marketing or his designees.

11. It is anticipated that a minimum of 70% of the advertising budget will be spent but no assurances can be made. Any agreement is subject to future appropriations. Proposer should be aware that the County reserves the right to modify and even eliminate its Playland advertising budget at any time and this Agreement is not contingent on expenditure of the budget amount recited in this Request for Proposal.
12. Consultant may, whenever appropriate and needed, and at the discretion of the Director of Marketing engage the services of subcontractors to perform advertising, marketing, creation of promotional materials or related survey work intended to improve the focus, level, and overall quality and buying power of advertising and marketing programs. In these situations Playland and Westchester County Parks will reimburse the consultant, upon the submission and review of invoices or bills.

BASIC STATISTICS

2009 Proposed Playland Marketing Budget:	\$ 6000,000-900,000*
2008 Playland Attendance:	850,000 estimated

2009 Proposed Parks Advertising Budget:	\$ 50,000-80,000*
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*The License agreement is subject to future budget appropriations.

GENERAL CHARACTERISTICS - Playland

Playland Park has provided a valuable recreational resource to millions of people from Westchester County and the tri-state, metropolitan New York area since 1928. It is located on Long Island Sound in the City of Rye and can be reached from anywhere in the metro area in under one hour by car. Playland is a dedicated National Historic Landmark and houses many Art Deco style structures and original amusement rides. Components of the park include an Amusement Park, Beach, Pool, Pier, Boardwalk, and an Ice Casino which houses three indoor rinks. More detailed information regarding Playland can be found on the Park's website www.ryeplayland.org.

GENERAL CHARACTERISTICS - Westchester County Parks

The Westchester County Parks system has the distinction of being the first County Parks system in New York State to become accredited by the National Recreation and Parks Association (NRPA). Included in the nearly 50 park and recreational sites are six golf courses, beaches, pools, hiking trails, historic sites, and various passive areas for Westchester residents to enjoy. For more information, visit www.westchestergov.com/parks.

GENERAL CHARACTERISTICS - The Westchester County Center

For more than 75 years, the Westchester County Center has been a prime setting for concerts, shows and many other events. It is located in the heart of White Plains and is easily accessible by major roadways and public transportation. The Westchester County Center has a main stage and a Little Theater along with meeting rooms and exhibit space. For more information, visit www.countycenter.biz.

2.0 License Agreement

The County of Westchester shall award a license to provide consultation and placement of advertising and promotion materials for Playland and Westchester County Parks to the successful proposer in accordance with a license agreement to be prepared by the County of Westchester.

2.1 License Term

The License will be for five (5) years, with the sole option of the County to extend the license for an additional period of five (5) years.

2.2 Contents of Proposal

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

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

"NOTICE

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

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

and

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

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

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

2.3 Proposal Due Date

Date: Friday, January 23, 2009
Time: 5:00 PM EST
Location: Office of the Director of Marketing
Westchester County Parks
25 Moore Avenue
White Plains, NY 10549

2.4 Proposal Delivery

The exterior of all proposal packages should be labeled with the proposal title and the final proposal opening date.

2.5 Signature

Proposals must be signed.

2.6 Alterations

Any fees proposed to be paid as a response to this RFP must be typed or written in ink on the Consultation and Purchase of Advertising and Promotional Materials. Any changes (including "white outs") must be initialed, or the item may be disqualified and the proposal rejected.

2.7 Questions and Inquiries

It is the policy of the County to accept questions and inquiries in writing from proposers. Answers will be given in the form of a written addendum to the RFP. Only written responses found in the addendum to the RFP will be binding.

Oral explanations or instruction given over the phone prior to the proposal submission date shall not be binding on the County.

All written questions must be directed to the individual designated below and received by January 9, 2009:

Peter Tartaglia
Email: pjt2@westchestergov.com
Director of Marketing
Westchester County Parks
25 Moore Avenue
Mount Kisco, NY 10549

2.8 Cost Liability & Understandings

The proposer shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation, or any travel connected with submission of the proposal. The County shall have no liability whatsoever for such costs.

The County assumes no responsibility or liability for costs incurred in the preparation or submission of any proposal.

The County is not responsible for any internal or external delivery delays, which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals must arrive at the place specified herein and be time stamped prior to the deadline.

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

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.

2.9 Statement of Rights

The County of Westchester reserves, and may in its sole discretion, exercise the following rights and options with respect to this Request for Proposals; (RFP):

- To reject any or all proposals.
- To issue additional solicitations for proposals and/or addenda to this RFP.
- To waive any irregularities in proposals received after notification to Proposers affected.
- To select any proposal as the basis for negotiations of a contract, and to negotiate with Proposers for amendments or other modifications to their proposals.
- To conduct investigations with respect to the qualifications of each Proposer.
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract.
- To enter into an agreement for only portions (or not to enter into agreement for any) of the services contemplated by the proposals.
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor.
- To apply the case law under General Municipal Law 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP.

2.10 Oral Presentation

Proposers who submit a proposal in response to the RFP may be required to give an oral presentation of the proposal to the Evaluation Committee. This will provide an opportunity for the proposer to clarify or elaborate on the written proposal.

2.11 Obtaining Essential Information

The Director of Marketing reserves the right to obtain additional information deemed necessary to determine the ability of the proposer to carry out the obligations of the agreement. This includes information needed to evaluate the experience and financial capability of the proposer to complete the requirements of the RFP.

2.12 Non-Collusion

The proposer, by signing the proposal, does hereby warrant and represent that this agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any County employee, officer or official.

2.13 Conflict of Interest

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

3.0 Minimum qualifications of Proposers

Five (5) years continuous experience providing consultation services relating to the purchase and placement of advertising and promotion materials.

4.0 Contract and Term

A formal written agreement, with specifications, will be entered into between the parties. 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 proposal, a formal written agreement will be drawn by the County of Westchester and will not be binding or in force until approved by the Westchester County Board of Acquisition and Contract, signed by both parties and approved by the Office of the County Attorney. The term of the license shall be for five years with a five-year option, at the County's sole option.

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.

4.1 Indemnification and Insurance

If the Proposer is selected, the Proposer agrees to indemnify and hold free and harmless the County of Westchester, its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from the ensuing contract or which are incidental to or are in any way connected with its proposal.

The indemnification provided herein shall obligate the proposer to defend at the proposer's own expense or to provide for any defense (as determined by the County of Westchester), for any and all claims of liability and all suits, actions, or claims that may be incurred by the County of Westchester, in consequence of actions or inaction's relating to its proposal or any ensuing contract. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If the proposer is awarded the contract, the County of Westchester and the Proposer shall be named as additional insured on all policies obtained by the Proposer and Certificates of Insurance shall be furnished to the County of Westchester by the Proposer and an Indemnity provision similar to the one recited above will be included in all such insurance policies.

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.

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.

4.2 Termination

In the event the Proposer is awarded the contract, the following provision will be contained in the agreement. In the event that the Licensee defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any right it might have to seek damages, judicial enforcement or any other lawful remedy, may terminate this License upon forty eight (48) hours written notice to the Licensee, provided, however, that the Licensee may defeat such notice by curing the default complained of, within the notice period. In the event of such termination, the County may, at its option, take custody of and use any property of the Licensee located at the Licensed area on the date of termination in order to operate this License until such time as all obligations and indebtedness of the Licensee to the County hereunder shall be fully satisfied, or dispose of or store such equipment and charge to the Licensee all costs incurred in the dismantling, removal, disposal, or storage. In any event, the County shall incur no liability for such use, disposal, or storage. The County, upon ten (10) days written notice, may terminate this License in whole or in part, with or without cause, when it deems such termination to be in the County's best interest.

4.3 Non-Discrimination/Equal Opportunity

Proposer shall comply with all local, state and federal laws and regulations pertaining to nondiscrimination and equal opportunity in the areas of employment, subcontracting, and use of the County's facilities.

4.4 Assignment

Proposer shall not assign or subcontract any portion of the operation without prior written approval from the County. If the proposer intends as part of its proposal to subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors. If the County awards the contract to the proposer and approves any subcontract, this approval shall not create any relationship between the subcontractor and the County, such that the Licensee shall be responsible for the entire contract,

4.5 Independent Contractor

Proposer and its employees will operate as an independent contractor and are not considered to be County employees.

4.6 Signs

Proposer shall not place any sign or advertisement upon any property of the County under any contract or agreement, which may result from this proposal without written approval by the Commissioner.

4.7 Method of Payment

Based upon the terms submitted by the successful proposer (Consultation on and Purchase of Advertising and Promotion Materials Proposal Form), payments shall be made after the County receives an invoice for services rendered.

5.0 Proposal Evaluation

An Evaluation Committee will review all proposals. Proposers who submit a proposal in response to this RFP may be required to give an oral presentation to explain the proposal to the Evaluation Committee.

This will provide an opportunity for the proposer to clarify or elaborate on the proposal. The Director of Marketing will schedule the time and location of these presentations. The Evaluation Committee will present its findings and recommendations to the Commissioner of Parks, Recreation and Conservation. The County reserves the right to award the contract to the proposer the County has determined to be responsible, who has submitted a complete proposal, which meets the specifications and requirements, which are deemed by the County most advantageous to and in the best interest of the County. The County reserves the right to negotiate with any one or more of the proposers. The County also reserves the right to reject all proposals, to waive any irregularities in any proposal, and to select a contractor by any alternate means, if the County determines that doing so is in its best interest.

Any and all statistical data provided in this Request for Proposal is for bid and information purposes only. The County will not be held responsible for inaccuracies and does not warrant the validity of the data contained herein.

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

- Proposers have a full understanding of the Purpose and Intent of this Request for Proposal.
- Proposer's demonstrated experience on the Qualification Form.
- Evaluation of the proposer's fee submission on the Fee Proposal Form.
- Evaluation of any additional material provided by the proposer.
- Determination that the Proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.

6.0 Proposal Preparation and Submission

One (1) original and five (5) copies of the proposal should be submitted.

7.0 Understandings

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;
- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

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

- To reject any or all proposals;
- To issue additional solicitations for proposals;
- To issue amendments to this RFP;
- To waive any irregularities in proposals received after notification to proposers affected;

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

8.0 MBE/WBE Policy

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

9.0 MacBride Principles

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

10.0 Relationships to County

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

11.0 Qualified Transportation Fringe Benefit

Executive Order No. 7-2005 requires that Licensees, 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 Licensee, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

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

12.0 Criminal Background Information

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

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

Attached hereto for informational purposes is Schedule "F", which the successful proposer will be required to complete at the time of contract execution.

13.0 VENDOR DIRECT PAYMENT

All payments made by the County to the Proposer will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Successful Proposers doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "G". Payments will be automatically credited to the Proposer's designated bank account at the Proposer's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. 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 County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the successful Proposer to the Department of Parks, Recreation & Conservation prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Proposer that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

Attached hereto for informational purposes is Schedule "G", which the successful proposer will be required to complete at the time of contract execution.

Attachment 1
Consultation and Purchase of Advertising and Promotional Materials –
Playland & Westchester County Parks
Proposer Certification

Proposer Certification

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

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

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

Proposer Name

By: _____
Name and Title

Attachment 2
Consultation and Purchase of Advertising and Promotional Materials –
Playland & Westchester County Parks
Identification of Proposer

Name of Proposer: _____
(Formal name of proposer exactly as it would appear on the License)

Principal Office Address: _____

Local Address (if different from above): _____

Contact Person/Title: _____

Telephone number of Proposer: _____ () _____

Telephone number of Contact person: _____ () _____

Telephone number of Fax: _____ () _____

Form of business entity (*check one and complete the appropriate business entity statement found in pages 12, 13 or 14*).

- () Corporation
- () Partnership/Joint Venture
- () Individual

Attachment 3
Consultation and Purchase of Advertising and Promotional Materials –
Playland & Westchester County Parks
Corporate Statement

If the proposer is a corporation, the following section must be completed:

Corporate Name: _____

Date of Incorporation: _____

Location (city, state) of Incorporation: _____

Is the Corporation licensed to do business in New York State?

Yes ()

No ()

If the answer to the above is yes, provide date when the Corporation was licensed to do business in New York State.

The Corporation is held: Publicly () Privately ()

Furnish the name, title and address of each officer, director, and those principal shareholders who own 10% or more of the Corporation's issued stock.

Director's Name	Address	Principal Business Affiliation other than Directorship
_____	_____	_____
_____	_____	_____
_____	_____	_____

Officer's Name	Address	Position
_____	_____	_____
_____	_____	_____
_____	_____	_____

Principal Shareholders	Address	Percentage share owned
_____	_____	_____
_____	_____	_____
_____	_____	_____

A certified copy of the Corporate Charter filed with the Secretary of State must be attached.

A certified copy of the Corporate Resolution, which authorized the officer signing this proposal to bind the corporation, must be attached.

Attachment 4
Consultation and Purchase of Advertising and Promotional Materials –
Playland & Westchester County Parks
Partnership Statement

If the proposer is a partnership, then complete the following information:

1. Date of Organization _____
2. Indicate whether () General Partnership or () Limited Partnership
3. Is the Partnership agreement recorded?

Yes () No ()

If yes, indicate the following:

Date	Book	Page	Location
------	------	------	----------

4. Has the Partnership undertaken or participated in other catering or restaurant operations in the State of New York?

Yes () No ()

If yes, indicate: Date: _____ Location: _____

Provide the name, address and ownership share of each general partner:

Shareholder	Address	Percentage share owned
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

One copy of the Partnership Agreement must be attached.

Attachment 5
Consultation and Purchase of Advertising and Promotional Materials –
Playland & Westchester County Parks
Individual Statement

If the proposer is an INDIVIDUAL, the following must be completed.

1. Has the individual owned, managed or participated in other businesses of a similar nature to providing services similar to consultation and the purchase of advertising and promotional materials for facilities similar to Playland and Westchester County Parks in the State of New York?

Yes ()

No ()

If yes, indicate the:

Dates: _____

Location(s): _____

Attachment 6
Consultation and Purchase of Advertising and Promotional Materials –
Playland & Westchester County Parks
Experience/References/Insurance

Name of Proposer: _____

Address: _____

Telephone: _____

Minimum qualifications are five (5) years of continuous experience providing this type of service.

1. Experience of Proposer:

List and describe below where experience was obtained.

Company	Years	Type of Advertising

Total number of years providing services: _____.

Attachment 6 Continued

2. Industry References:

The Proposer must list at least three (3) business references. In submitting this form, Proposer authorizes the County to contact listed references for recommendation.

Name	Address/Telephone

3. Proof of Insurance

Initially, a good faith Letter of Intent must be provided as evidence that insurance negotiations have been initiated and are in progress. Such a letter can be from an identified, acceptable insurance company, its agent, or broker. The award of a contract is conditional upon the County's receipt of binders issued to the County before operations/occupancy commence. Certificates of Insurance are due at the same time and are to be followed by certified copies of the insurance policies in a reasonable length of time after issuance.

Attachment 7
Consultation on and Purchase of Advertising and Promotional Materials –
Playland & Westchester County Parks
Fee Proposal – 2009 - 2013 (Years 1 through 5)

A. YEARLY CONSULTATION & PURCHASE OF ADVERTISING AND PROMOTIONAL MATERIALS PLAYLAND:

Proposed Monetary Compensation: _____

(Detail if dollar amount or percentage or combination of both)

B. YEARLY CONSULTATION & PURCHASE OF ADVERTISING AND PROMOTIONAL MATERIALS WESTCHESTER COUNTY PARKS (VARIOUS FACILITIES):

Proposed Monetary Compensation: _____

(Detail if dollar amount or percentage or combination of both)

Signature of Proposer: _____

Typed or Printed Name
Proposer and Title: _____

Attachment 7 continued
Consultation and Purchase of Advertising and Promotional Materials –
Playland & Westchester County Parks
Fee Proposal – 2014 - 2018 (Years 6 through 10)

C. YEARLY CONSULTATION & PURCHASE OF ADVERTISING AND PROMOTIONAL MATERIALS FOR PLAYLAND:

Proposed Monetary Compensation: _____

(Detail if dollar amount or percentage or combination of both)

D. YEARLY CONSULTATION & PURCHASE OF ADVERTISING AND PROMOTIONAL MATERIALS WESTCHESTER COUNTY PARKS (VARIOUS FACILITIES):

Proposed Monetary Compensation: _____

(Detail if dollar amount or percentage or combination of both)

Signature of Proposer: _____

Typed or Printed Name

Proposer and Title: _____

SCHEDULE "A"

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

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

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

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

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

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

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.

SCHEDULE "B"

For Informational Purposes Only

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

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- ☐ No
☐ Yes (as a business owned and controlled by persons of color)
☐ Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

_____ No
_____ Yes (as a MBE)
_____ Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

_____ No
_____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE "C"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the

supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another Contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or Proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

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

Yes _____ No _____

If yes, please provide details: _____

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 "E"

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 "E" Continued
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 "F"

TO BE COMPLETED BY SUCCESSFUL PROPOSER ONLY

CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

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

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

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

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

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

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

(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure present on County property pursuant to this License are not subject to constant monitoring by County staff; and

(b) If any of the Persons Subject to Disclosure present on County property pursuant to this License may, in the course of being on County property, have access to

sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Accordingly, the Licensee is required to review these Instructions and complete Schedule "F-1" as well as any other applicable criminal disclosure forms (i.e., Schedules "F-2" through "F- 5" hereinafter referred to as "Disclosure Forms").

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

If a Person Subject to Disclosure is exempt from the disclosure described in this Executive Order because of either "i" or "ii" above, then the Licensee shall notify the Procuring Officer¹ in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Licensee is exempt under sections "i" or "ii" above, the Procuring Officer shall confirm same with the Licensee and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

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

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

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

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

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

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

It shall be the duty of the Licensee to submit to the County any of the attached applicable Disclosure Forms prior to the commencement of this License. Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Licensee needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Licensee.

The Licensee shall be required to make the same inquiry and forward updated Disclosure Forms to the County regarding additional Persons Subject to Disclosure in connection with this License during the term of this License. NO NEW PERSON

SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE COUNTY. The Licensee shall have a continuing obligation to maintain the accuracy of the disclosure forms for the duration of this License, including any amendments or extensions thereto, and shall provide any updates to the information provided to the County as necessary to comply with the disclosure required by Executive Order 1-2008.

Any breach by the Licensee of this provision of the License shall be deemed a material breach of the License. Absent proof of exemption satisfactory to the County Procuring Officer, or any failure by the Licensee to comply with the disclosure required by Executive Order 1-2008 shall be grounds for immediate termination of this Agreement by the County without penalty.

SCHEDULE "F-1"

TO BE COMPLETED BY SUCCESSFUL PROPOSER ONLY (AS REQUIRED)

**LICENSEE AND ALL PERSONS SUBJECT TO DISCLOSURE²
CERTIFICATION FORM**

I, _____,
(Name of Person Signing Below)

am (CIRCLE APPLICABLE ANSWER BELOW AND THEN COMPLETE
APPLICABLE DISCLOSURE)

a principal of the Licensee and authorized to execute this Certification Form,

a representative of the Licensee and am authorized to execute this Certification Form;

Principal Disclosure
(CHECK APPROPRIATE RESPONSE BELOW)

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

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

_____ Yes

_____ No

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

_____ Yes

_____ No

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

Licensee Disclosure

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

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

_____ Yes

_____ No

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

_____ Yes

_____ No

****If Licensee or its principal or authorized representative answers "yes," to either question "1" or "2," please list the names and titles of said persons on Schedule "F-2." In addition, please complete Schedule "F-3" or "E-4." Schedule "F-3" is provided for persons who have previously been convicted of a crime. Schedule "F-4" is provided for persons who are subject to pending criminal charges. If Licensee refuses to answer either questions "1" or "2," the name and title of said person shall be listed in Schedule "F-5."**

C. Persons Subject To Disclosure

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

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

_____ Yes

_____ No

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

_____ Yes

_____ No

****If the answer is "yes," to either question "1" or "2," please list the names and titles of all such persons on Schedule "F-2." In addition, please have the individual complete Schedule "F-3" or "F-4." Schedule "F-3" is provided for those individuals who have previously been convicted of a crime. Schedule "F-4" is provided for those individuals who are subject to pending criminal charges. If an individual refuses to answer either questions "1" or "2," the name and title of said individual shall be listed in Schedule "F-5."**

LICENSEE CERTIFICATION

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

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

Name:

Title:

Date:

Notary Public

Date

**** ATTENTION ****

**IF YOU HAVE ANSWERED “NO”
TO ALL OF THE QUESTIONS
CONTAINED IN SCHEDULE
“F-1,” PLEASE DISREGARD
FORMS “F-2 THROUGH F-5”.**

SCHEDULE "F-2"

TO BE COMPLETED BY SUCCESSFUL PROPOSER ONLY (AS REQUIRED)

**NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE THAT
ANSWERED "YES" TO EITHER QUESTION 1 OR 2 IN SCHEDULE "F-1"**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

SCHEDULE "F-3"

TO BE COMPLETED BY SUCCESSFUL PROPOSER ONLY (AS REQUIRED)

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

Pursuant to New York Correction Law §§ 752 and 753, the conviction of a crime will not automatically result in a denial of employment or presence on County property under a County contract or license. If you fail to list any part of your conviction history, including but not limited to omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property. If it is later determined that you failed to disclose a criminal conviction for any reason, your employment or license under this Contract may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to License)

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

- 6) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

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

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

Name:

Title:

Date:

Notary Public

Date

SCHEDULE "F-4"

TO BE COMPLETED BY SUCCESSFUL PROPOSER ONLY (AS REQUIRED)

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

Pursuant to New York Correction Law §§ 752 and 753, being charged with a crime will not automatically result in a denial of employment or presence on County property under a County contract or license. If you fail to list any part of your conviction history, including but not limited to omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property. If it is later determined that you failed to disclose a criminal conviction for any reason, your employment or license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to License)

- 1) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.

- 2) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

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

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

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

Name:
Title:
Date:

Notary Public

Date

SCHEDULE "F-5"

TO BE COMPLETED BY SUCCESSFUL PROPOSER ONLY (AS REQUIRED)

PERSONS THAT REFUSED TO ANSWER

Please list the names and titles of each person that refused to answer question "1" or "2" found in "Schedule F-1."

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

SCHEDULE "G"

Proposal Check List

- _____ Attachment 1
- _____ Attachment 2
- _____ Attachment 3 If applicable
- _____ Attachment 4 If applicable
- _____ Attachment 5 If applicable
- _____ Attachment 6
- _____ Attachment 7

- _____ Schedule "B"
- _____ Schedule "C"
- _____ Schedule "D"
- _____ Schedule "E"

Schedule "H"



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization Is:
(check one)

- ☐ New
☐ Change
☐ No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

Authorized Signature

Print Name/Title

Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

10. Account Type:
(check one)☐ Checking☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.

Authorized Signature

Print Name / Title

Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

Westchester County Department of Parks, Recreation, & Conservation

25 Moore Avenue, Mount Kisco, NY 10549

Attention: Accounting Department

or fax to Accounting Dept. at 914 864-7053

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

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. You may supply us with multiple e-mail addresses, if you wish.

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 914-995-3748.

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 914-995-3748 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.