

Westchester Putnam Workforce Investment Board

Request for Proposals (RFP) Grant Writers

I. ANNOUNCEMENT

The County of Westchester and the Westchester/Putnam Workforce Investment Board (hereinafter the "County" or "WIB") are soliciting proposals from grant writers to identify and write grant proposals to Federal, State and Local governments, as well as other potential funding sources.

a. Questions and Inquiries

The County will only accept questions and inquiries regarding this RFP in writing. For additional information concerning this requirement, please refer to Paragraph IX of this RFP.

Oral explanations or instructions given over the telephone prior to the proposal deadline shall not be binding on the County.

b. Proposal Deadline

To be considered, one (1) original and seven (7) copies of the proposal must be delivered to the Department of Social Services, Office of Workforce Investment, Westchester One Stop Employment Center, 143 Grand Street, White Plains, NY 10601, Attention: Sonda Norris-Lowe, Program Coordinator, no later than 3:00 PM. on 4:00 pm on January 30 , 2009, .

Submissions will be received only by the DSS Office of Workforce Investment at the above address. Proposers are advised to thoroughly review their proposals prior to submission to make sure all necessary documents are intact and completed in full. The full/complete proposal must be submitted and the Proposer Certification described in Paragraph XX and attached as Schedule "C", must be signed and notarized. Unsigned or incomplete proposals will be automatically rejected. In addition, Proposers shall be responsible for signing their names, on a form to be provided at the time of submission of proposals, to substantiate that the Office of Employment Operations has received the proposal.

In addition, proposals received after the above date and time will not be accepted or considered for a contract award. The County shall not be responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stamped deadline. To be considered, proposals must arrive at the place specified herein and be time-stamped prior to the deadline.

II. BACKGROUND

Previously, the WIB has relied solely on its Federal formatted allocations for adults, youth and dislocated workers. All of their funding streams are under the Workforce Investment Act of 1998 (hereinafter "WIA" or the "Act"). However, the Federal WIA has not been reauthorized for this year. The delay in this reauthorization and the many and varied national debates on this Act has lead to annual proposed and actual cuts in the Westchester-Putnam's allocations. Given the need to establish some stability in funding and to expand some of the local workforce initiatives, the WIB has established a new strategy to raise additional funding to support its program. Respondents are invited to submit proposals for the provision of this service.

III. SCOPE OF WORK

This solicitation is looking for professional grant writers who will identify and write grant proposals to Federal, State and Local governments, as well as other potential funding sources, as described and more fully set forth in **SCHEDULE "A"** which is attached hereto and made a part hereof.

IV. FEES

The selected Proposer will be paid at the flat rate of \$100/per hour for "approved funding opportunities," as more particularly described in **SCHEDULE "A"**, attached hereto. The County plans to allocate an amount not-to-exceed \$50,000 for services rendered under this contract. However, this amount is subject to change at the complete discretion of the County. The County makes no guarantee, promise or representation of any minimum amount of work to be given nor should any be inferred from this RFP.

V. TERM

The term of the agreement will be for a period of approximately 1 year commencing on or about November 1, 2008 and terminating October 31, 2009.

VI. EVALUATION CRITERIA

Proposal selection will consist of an evaluation based on the proposal's relationship to departmental goals outlined in this RFP.

The selection will be made based upon which proposal best satisfies the interests of the County and is most advantageous to the County, and not necessarily on the basis of any one single factor. The evaluation criteria to be used in the selection process will include:

- a. Past experience doing similar work
- b. Innovative techniques
- c. References
- d. Ability to conform to the scope of work
- e. Other values

The evaluations will be performed by the Department of Social Services, which may include a review by a committee comprised of representatives selected at the discretion of the Department. References will be contacted concerning the qualifications and experience of respondents.

VII. RATING SCORE

I. PROGRAM DESIGN

A) Past Experience (40 points)

1. Has the respondent demonstrated that it has similar past experience in grant writing? **(4 points)**
2. Is this experience likely to help the respondent raise funds for the Westchester Putnam workforce Investment Board? **(4 points)**

B) Innovative Techniques

1. Does the respondent provide any innovative ways to be employed in the grant writing process as described in the RFP? **(4 points)**
2. Are these innovations likely to help the respondent in writing grants for the WIB? **(4 points)**

C) References

1. Has the respondent provided references as required by the RFP? **(4 points)**
2. Do these references meet the requirements of the RFP? **(4 points)**

D) Scope of Work

1. Has the respondent adequately addressed the scope of work as outline in Schedule A of the RFP? **(10 points; 2 points per service)**

E) Other Values

2. What additional value will the respondent offer to help meet the needs of the WPWIB? **(8 points)**

Priorities will be given to the following agencies:

- Those demonstrating the most competence in their past performance record.
- Those proposing the most innovative approach to providing services.

The County may make such investigation of the ability of each agency to perform the work and provide the services required hereunder as the Department deems necessary and appropriate. The agency will furnish such information as the County may request for such purpose. The Department may reject the proposal if the information supplied by the agency or if other independent investigation fails to satisfy the Department that the agency is able or qualified to carry out the obligations required, to perform the work, or provide the services hereunder.

VIII. LEGAL REPRESENTATIONS AND 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 forgoing, by submitting a proposal, the proposing entity understands and agrees that the County reserves the right 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 or amendments to this RFP;
- to waive any irregularities in proposals received after notification to proposers affected;
- to select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- to conduct investigations with respect to the qualification 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 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 enter into an agreement for only portions (or not enter into an agreement for any) of the services contemplated by the proposal with one or more of the proposers.

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.

IX. PROPOSAL REQUIREMENTS

Requests for clarification of this RFP must be written and submitted to the Westchester County Department of Social Services, Office of Workforce Investment, Westchester One Stop Employment Center, 143 Grand Street, White Plains, NY 10601, and Attention: Sonda Norris-Lowe, Program Coordinator, no later than 3:00 PM on January 23, 2008. Formal written responses will be distributed by the County on or before January 26, 2008. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

Proposals MUST be signed. Unsigned proposals will be rejected.

Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

X. NON-COLLUSION

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

XI. CONFLICT OF INTEREST

All agencies 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 agencies must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the agency or any of its subsidiaries or affiliates.

XII. CONTRACT

After selection of the successful proposer a formal written contract will be prepared by the County and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

XIII. REFERENCES

The Agency shall provide the following information on **SCHEDULE "B"**:

- a. Agency Name
- b. Address
- c. Year Agency was founded
- d. Total Number of Employees in Agency
- e. References: Indicate at least five (5) current client references for similar services, include
 - 1) Client Name
 - 2) Client Address
 - 3) Contact Name, Title and Telephone Number
 - 4) Description of Services

XIV. INDEMNIFICATION AND INSURANCE:

Upon execution of any contract between the Agency and the County, THE AGENCY AGREES AND SHALL BE SUBJECT TO THE INSURANCE REQUIREMENTS CONTAINED IN **SCHEDULE "D"**, which schedule is attached to and forms a part of this Agreement.

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

“ IN ADDITION TO, AND NOT IN LIMITATION OF the insurance provisions contained in Schedule "D", the AGENCY agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers,

employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto."

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.

XV. 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 proposal 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 and the Department assume no liability for disclosure of information so identified, provided that the County and the Department have 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.

XVI. MBE/WBE POLICY

Pursuant to Local Law No. 27-1997, it is the goal of the County to encourage, promote and increase participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, proposers are asked to complete the questionnaire attached hereto as **SCHEDULE "E"**

XVII. MCBRIDE 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 proposed that does not execute a certification substantially in the form attached hereto as SCHEDULE "F". Therefore, the County asks proposers to complete the questionnaire attached hereto as **SCHEDULE "F"**.

XVIII. COMPLIANCE WITH LAWS

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

XIX. RELATIONSHIPS TO COUNTY

Proposers are required to complete the questionnaire entitled "Required Disclosure of Relationships to County" attached hereto as **SCHEDULE "G"**.

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.

XX. PROPOSER CERTIFICATION

Proposers are required to complete the questionnaire entitled "**PROPOSER CERTIFICATION**" attached hereto as **SCHEDULE "C"**.

XXI. Criminal Background Disclosure

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

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 "H,"** along with the executed contract. Notwithstanding the above, a Bidder/Proposer may qualify for an exemption from Executive Order 1-2008 if: (i) the County has already conducted a background check and issued a security clearance that is in full force and effect for those persons; or (ii) if another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of the agreement that is sought by this RFP and the same is in full force and effect.

SCHEDULE "A"

Scope of Work & Rate Schedule

Grant Writer Services

Price Per Proposal

The Contractor shall submit in writing a Grant Funding Announcement Submittal Form, attached hereto as Schedule "A-1" (the "Form") for each potential funding opportunity identified. Each such identified potential funding opportunity, as described on the Form, will be reviewed by the Director of the Westchester/Putnam Local Workforce Investment Board (the "Director") and approved or denied on a case-by-case basis. Contractor understands and agrees that funding opportunity approval is not guaranteed and the Director reserves the right, in his/her sole and complete discretion, to reject a potential funding source.

For those funding sources identified by Contractor and duly approved by the Director for which the Contractor prepares a proposal, the Contractor shall be paid based on the hourly rate of \$100/per hour per proposal prepared, inclusive of all out-of-pocket costs, expenses and disbursements. Contractor shall only be paid for those funding opportunities duly approved by the Director. Contractor shall not be entitled to any fee or expenses for those potential funding opportunities that have been denied by the Director.

The Contractor agrees to provide detailed documentation of all hours (monthly basis) dedicated to approved funding opportunities.

The Contractor's responsibilities include, but are not limited to, identification of potential grant opportunities; facilitation of meetings with relevant partners; preparation of written responses to grant solicitations; follow-up with grant solicitation sources to secure pertinent information related to each solicitation; provision of written feedback and/or recommendations to the Westchester/Putnam Local Workforce Investment Board to advise on ways to proceed in future fundraising; delivery of proposal to funding source.

I. Identify Potential Grant Opportunities

The Contractor will be responsible for identifying potential grant opportunities that will help provide funding to targeted populations of the One Stop Employment Center. Target populations, programs and workforce needs are as follows, but not limited to:

1. Customer Populations:

- a. Youth
- b. Dislocated Workers
- c. Adults

- d. Formerly Incarcerated Individuals
- e. Veteran's
- f. Incumbent Worker Training
- g. TANF

2. Programs:

- a. The Westchester Workforce Development Academy for Youth (WWDAY)
- b. The One Stop System/Center
- c. Re-Entry Initiative
- d. Veteran's
- e. TANF
- f. Volunteer Income Tax Assistance

3. Capacity Building:

- a. Business Services
- b. Regional Strategies
- c. Other

II. Facilitate the meeting of the relevant partners to develop grant proposals

Where necessary, the Contractor will coordinate and facilitate all partnership meetings to include agendas, venue and necessary materials.

III. Write the proposed response to request for solicitations

Upon approval of the WIB the Contractor will establish a timeline for submitting the grant proposal to the WIB for review.

IV. Submittal of Proposal to Funding Source

The Contractor is responsible for all copying, packaging and postage as required by each solicitation. The Contractor shall be responsible for giving a copy of the submitted solicitation and proof of submission.

Item	Price Per Proposal Description of Service
Price Per Proposal	\$
Potential Grant Opportunities	
Facilitate Grant Meeting with Partners	
Prepare Proposal Response	
Submittal of Proposal	

SCHEDULE "A-1"

GRANT FUNDING ANNOUNCEMENTS SUBMITTAL FORM

Funding Agency:

Title/Number:

Due Date:

Funding Amount:

Eligibility:

Contact Information:

Summary of or focus of Grant

Link:

Special Instructions:

Proposed Cost/Hours/Etc.:

Submitted by:

Date:

WIB Only	__APPROVED	__DENIED
Signature: _____	Date: _____	
(Authorized WIB Staff)		

SCHEDULE "A2"

Proposal Response Timeline

Week I

Day 1 Contractor identifies a potential funding opportunity RFP and submits to WIB for approval

Day 1-2 Potential grant opportunity will be reviewed by the WIB and written approval/denial given to Contractor to pursue the RFP.

Day 3-5 WIB will meet with Contractor to set timelines and appoint contact person(s)

Week II

Day 8-12 The Contractor will work with the WIB to facilitate the meeting of the relevant partners to develop grant proposals.

Week III

Day 15-20 The Contractor will submit a draft proposal to the WIB for review and will work with the Contractor on correction, deletion and modifications.

Day 21 The Contractor will submit final draft of grant proposal.

Day 23 The Contractor will deliver the proposal to the funding source as required by the solicitation.

SCHEDULE "B"

References

- a.** Agency Name
- b.** Address
- c.** Year Agency was founded
- d.** Total Number of Employees in Agency
- e.** References: Indicate at least five (5) current client references for similar services, include
 - 1)** Client Name
 - 2)** Client Address
 - 3)** Contact Name, Title and Telephone Number
 - 4)** Description of Services

SCHEDULE "C"

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 or the Department, its directors, officers, employees or agents unless and until a formal written agreement has been duly approved by the Westchester County Board of Acquisition & Contract, is signed by a duly authorized officer of the County of Westchester and approved by the Office of the County Attorney.

It is further 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: _____
Signature Date

Title

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 (30) 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.

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 C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Workers' Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **EMPLOYER'S LIABILITY** with a minimum limit of \$100,000

(c) **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 limit of \$1,000,000 (c.s.l), naming the County of Westchester as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:

- (i) Premises - Operations
- (ii) Broad Form Contractual

(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 and certificates of insurance of the Contractor shall 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 "E"
For Information 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 classification which applies:

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

_____ No
(as a WBE)

_____ Yes (as a MBE)

_____ Yes

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

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

_____ No

_____ Yes

Name of Agency/Business Enterprise:

Address:

Name/Title of Person completing MBE/WBE Questionnaire:

Signature:

SCHEDULE "F"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND.

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

B. For purposes of the 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 affirmation action efforts and develop a timetable to ensure their full implementation.

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

D. The Consultant agrees that the warranties and representation in paragraph "A" are material conditions of this agreement. If the County receives information that the Consultant is in violation of paragraph "A", the County shall review such information and give the Consultant opportunity to respond. If the County finds that such a violation has occurred, the County may

declare the Consultant in default, and/or terminate this agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Consultant shall pay to the County the difference between the contract price for the uncompleted portion of this agreement and the cost to the County of completing performance of this agreement either by itself or by engaging another 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 right 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 the agreement or by operation of law or in equity.

AGREED:

NAME OF CONTRACTOR _____

BY: (Authorized Representative) _____

TITLE: _____ DATE: _____

By (Authorized Representative): _____

Title: _____ Date: _____

SCHEDULE "G"

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:

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:

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
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 "H"

Contract # _____

Name of Contractor/Subcontractor _____

CONTRACTOR **CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS**

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

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

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

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

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

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

(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and

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

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

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

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either "i" or "ii" above, then the Contractor 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 Contractor is exempt under sections "i" or "ii" above, the Procuring Officer shall confirm same with the Contractor 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 Contractor is not exempt under sections "i" or "ii" above, the Procuring Officer shall notify the Contractor 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 Contractor'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 Contractor to submit a completed Certification Form annexed hereto as Schedule "H-1," which certifies that the Contractor and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

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

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

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

It shall be the duty of the Contractor to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Contractor to assure that all of their proposed Subcontractors complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

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

The Contractor shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract.

NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.

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

Any failure by the Contractor to comply with the disclosure requirements of Executive Order 1–2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County a material breach by the Contractor and shall be grounds for immediate termination of this Agreement by the County without penalty.

Contract # _____

Name of Contractor/Subcontractor _____

SCHEDULE "H-1"

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

IF THIS FORM IS COMPLETED BY A SUBCONTRACTOR CHECK HERE³

I, _____,

(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW AND THEN COMPLETE APPLICABLE
DISCLOSURE)

_____ a principal of the Contractor & authorized to execute this Certification Form;

_____ a representative of the Contractor & authorized to execute this Certification Form;

A. PRINCIPAL/REPRESENTATIVE DISCLOSURE

(CHECK APPROPRIATE RESPONSE BELOW)

I am a principal or a representative of the Contractor 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

B. CONTRACTOR DISCLOSURE

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

³ If this Certification Form is being completed by a Subcontractor, please consider all references to "Contractor" to mean "Subcontractor."

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

_____ Yes

_____ No

C. PERSONS SUBJECT TO DISCLOSURE

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

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

_____ Yes

_____ No

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

_____ Yes

_____ No

If the answer is "yes," to any of the questions in Sections "A," "B," or "C" above, please list the names and titles of all such Persons in Schedule "H-2." In addition, the Persons identified in Schedule "H-2" must complete Schedule "H-3" or "G-4."

Schedule "H-3" must be completed by those Persons who have previously been convicted of a crime.

Schedule "H-4" is provided for those Persons who are subject to pending criminal charges.

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

CONTRACTOR 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 Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

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

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

Name:

Title:

Date:

Notary Public

Date

Contract # _____

Name of Contractor/Subcontractor _____

SCHEDULE “H-2”⁴

NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE THAT ANSWERED “YES” TO ANY QUESTION IN SCHEDULE “H-1”

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

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

CONTRACTOR CERTIFICATION

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

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

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

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

Name:

Title and Date:

Notary Public

⁴ If this Certification Form is being completed by a Subcontractor, please consider all references to “Contractor” to mean “Subcontractor.”

Contract # _____
Name of Contractor/Subcontractor _____

SCHEDULE "H-3"

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

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

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

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

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

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

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

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

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

Name:
Title:
Date:

Notary Public

Date

Contract # _____

Name of Contactor/Subcontractor _____

SCHEDULE "H-4"

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

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

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

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

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

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

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

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

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

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

Name:
Title:
Date:

Notary Public

Date

SCHEDULE "H-5"⁵

PERSONS THAT REFUSED TO ANSWER

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

CONTRACTOR CERTIFICATION

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

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

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

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

Name:
Title:
Date:

Notary Public

⁵ If this Certification Form is being completed by a Subcontractor, please consider all references to "Contractor" to mean "Subcontractor."

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

RPL § 309-a; NY CPLR § 4538

CERTIFICATE OF AUTHORITY

(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

the _____ a
corporation duly organized and in (*the "Corporation"*) good standing under the

_____ named in the *(Law under which organized, e.g., the New York Business Corporate Law)* foregoing agreement; that _____ who signed said agreement _____ *(Person executing agreement)* on behalf of the Corporation

was, at the time of execution _____ (Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation 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)
) ss:
COUNTY OF)

On this _____ day of _____ 2008, before me personally came
 _____ whose signature appears above, to me known and
 known to me to be the _____ of
 _____, 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 signed his/
 her name hereto by order of the Board of Directors of said corporation.

NOTARY PUBLIC COUNTY