

REQUEST FOR QUOTE

PLAYLAND PARK

PROVIDE SERVICING AND REPAIR OF VARIOUS RECIPROCATING AND ROTARY SCREW AIR COMPRESSORS AND DRYERS SPECIFIC TO AMUSEMENT DEVICES AT PLAYLAND PARK, RYE, NEW YORK

The Westchester County Department of Parks, Recreation & Conservation is seeking proposals from qualified individuals and firms interested in servicing various reciprocating and rotary screw air compressors and dryers specific to amusement devices at Playland Park in Rye, New York.

The intent of this Request for Quotation is to seek out and select an individual or firm to provide yearly preventative maintenance, repairs, parts and materials for various reciprocating and rotary screw air compressors and dryers specific to amusement devices at Playland Park in Rye, New York.

All quotes must be received in the Office of the Superintendent, Playland Park, Playland Parkway, Rye, New York by 10:00 a.m., on January 26, 2009. The Department of Parks, Recreation and Conservation will not be responsible for any internal or external delivery delays, which may cause the quote to arrive beyond the deadline.

Should you have any questions regarding the quote, please contact Mr. Pat Vinci, General Superintendent, Playland Park, Playland Parkway, Rye, New York at (914) 813-7022.

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1.0 Purpose and Intent

The Westchester County Department of Parks, Recreation & Conservation is seeking proposals from qualified individuals and firms interested in servicing various reciprocating and rotary screw air compressors and dryers specific to amusement devices at Playland Park in Rye, New York. The intent of this Request for Quotation is to seek out and select an individual or firm to provide yearly preventative maintenance, repairs, parts and materials for various reciprocating and rotary screw air compressors and dryers specific to amusement devices at Playland Park in Rye, New York.

2.0 Agreement

The County of Westchester shall issue an agreement for the servicing of various reciprocating and rotary screw air compressors and dryers specific to amusement devices at Playland Park in Rye, New York to the successful proposer, in accordance with an agreement to be prepared by the County of Westchester.

2.1 Term

The term of the agreement will be for one year.

2.2 Proposal Due Date

Date: **January 26, 2008**
Time: 10:00 a.m. EST
Location: Office of the General Superintendent
Playland Park, Rye NY

2.3 Signature

Quotations must be signed.

2.4 Non-Solicitation

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.

2.5 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 Contract and Term

A formal written agreement, with specifications, will be entered into between the parties. The quotation, 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 individual or firm, a formal written agreement will be drawn by the County of Westchester and will not be binding or in force until signed by both parties and approved by the Office of the County Attorney. The term of the license shall be for one year.

3.1 Indemnification and Insurance

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 this 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 contractor shall be named as insured on all policies obtained by the Contractor and Certificates of Insurance shall be furnished to the County of Westchester by the Contractor. (See Schedule "A" Standard Insurance Provisions found in the Appendix.)

Workers' compensation insurance is required for this Contract, and the County of Westchester must be listed as an additional insured for all policies. If another use is contemplated, the Director of Risk Management may require other insurance depending on the intended activity.

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.

3.2 Non-Discrimination/Equal Opportunity

Contractor 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.

4.0 Quotation Preparation and Submission

One (1) original of the quotation pages 1-6 should be submitted. In addition to the quote for services to be provided to Playland, the proposer may also submit all pertinent information relating to proposer's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services required. This includes, but is not limited to the following information:

- A detailed description of the operation.
- Documentation that clearly shows the proposer's experience in the servicing of reciprocating and rotary screw air compressors and dryers
- Proof of ability to obtain insurance.

5.0 SUMMARY OF EQUIPMENT

The items below summarize some of the equipment to be included as part of this agreement. Westchester County maintains the right to add/remove equipment as required.

Location	Make	Model
Derby	Powerex	CS4003HA
Carp. Shop/Dragon Coaster	Powerex	CS4003HA
Building across from Old Mill	General Electric	HH2K019
Old Mill	Powerex	CS4003HA
Flying Witch / Game Room	General Electric	HS2T004
Burger King Main	General Electric	HH2K019
Sea Dragon	Baldor	
Watergame / Nathan's	Powerex	CS4003HA
Lake Boating	Powerex	CS4103HA
Zombie Castle	Powerex	CS3003HA
Administration Building	Emglo	F12B30V
Glenn Davis	Powerex	3Z890
Garden Shop	Ingersoll Rand	242
Mechanic Shop	General Electric	7LdE-17-11702
Big Wheel	emglo	Model D
Double Shot	Ingersoll Rand	SSR-EP100
Double Shot	Ingersoll Rand	Dryer - DXR600
Sea Dragon	emglo	Model K
Log Flume	emglo	Model MG
Wipeout	emglo	Model K
Auto Scooter	speedaire	2Z157B
Playland Plunge	Ingersoll Rand	SS-3
Super Flight	Power System	P515P
Crazy Mouse	Koeser	S.N. 1005
Catch – A -Wave	Dayton	1K067BA

6.0 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 a questionnaire which is included as part of the proposal pages.

7.0 MacBride Principles

Pursuant to Act No. 56-1999 of the Westchester County Board of Legislators, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a contractor that does not execute a certification regarding the MacBride Principles. Therefore, the County requests that the certification be completed. It is included as part of the proposal pages.

8.0 Required Disclosure of Relationships to County

The Contractor agrees to complete the questionnaire entitled "Required Disclosure of Relationships to County", attached hereto and made a part of the proposal pages. In the event that information provided in the compiled questionnaire changes during the term of the Agreement, the Contractor agrees to notify the County within ten (10) business days of such event.

9.0 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 "B" 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 "B", which the successful proposer will be required to complete at the time of contract execution.

10.0 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 "C". 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.

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 NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

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

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

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

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.

PLAYLAND PARK

PROVIDE SERVICING AND REPAIR OF VARIOUS RECIPROCATING AND ROTARY SCREW AIR COMPRESSORS AND DRYERS SPECIFIC TO AMUSEMENT DEVICES AT PLAYLAND PARK, RYE, NEW YORK

QUOTATION

RATES PER HOUR:

- | | |
|-----------------------------|----------|
| 1. PREVENTATIVE MAINTENANCE | \$ _____ |
| 2. REPAIR IN SHOP | \$ _____ |
| 3. REPAIR IN FIELD | \$ _____ |
| 4. EMERGENCY SERVICE | |
| A. NIGHTS | \$ _____ |
| B. WEEKENDS | \$ _____ |
| C. HOLIDAYS | \$ _____ |

Company Name _____

Company Address _____

Phone _____

Fax _____

Signature of Proposer _____

Typed or Printed
Name of Proposer _____

Typed or Printed
Email of Proposer _____

MINORITY/WOMEN BUSINESS ENTERPRISE PROGRAM REQUIREMENT

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 Chapter 308 of the Laws of Westchester County you are requested to 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 descent; 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 Minority Business Enterprise (MBE)? Yes/No _____
If yes, are you certified with the State of New York? Yes/No _____
If yes, state the minority classification(s) _____
2. Are you a Women Business Enterprise (WBE)? Yes/No _____
If yes, are you certified with the State of New York? Yes/No _____
3. Are you a Disadvantaged Business Enterprise (DBE) certified with the federal government? Yes/No _____
4. Please identify, by name, the minority/women owner(s) of your business and the ownership percentage(s).

5. Name of business enterprise: _____
Address of business enterprise: _____
By (print name/title): _____
Signature: _____

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.:

COMPRESSOR AND DRYER SERVICE (PLAYLAND)

Name of 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:

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 "B"

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 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 "B-1" as well as any other applicable criminal disclosure forms (i.e., "Schedules B-2" through "B-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 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 "B-1," which certifies that the Contractor 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 Contractor or any Person Subject to Disclosure affirmatively advise that they have been convicted of a crime said person shall be identified in Schedule "B-2" and shall complete Schedule "B-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 "B-2" and shall complete the form annexed hereto as Schedule "B-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 or their company 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 "B-5."

It shall be the duty of the Contractor to submit to the County any of the attached applicable Disclosure Forms prior to the commencement of this 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 County 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 COUNTY. The Contractor shall have 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 provided to the County as necessary to comply with the disclosure required by Executive Order 1-2008.

Any breach by the Contractor of this provision of the Contract shall be deemed a material breach of the Contract. Absent proof of exemption satisfactory to the County Procuring Officer, or any failure by the Contractor 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 "B-1"

**CONTRACTOR 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 Contractor and authorized to execute this Certification Form,

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

Principal Disclosure

(CHECK APPROPRIATE RESPONSE BELOW)

A. 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

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

Contractor 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 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

****If Contractor 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 "B-2." In addition, please complete Schedule "B-3" or "B-4." Schedule "B-3" is provided for persons who have previously been convicted of a crime. Schedule "B-4" is provided for persons who are subject to pending criminal charges. If Contractor refuses to answer either questions "1" or "2," the name and title of said person shall be listed in Schedule "B-5."**

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 either question "1" or "2," please list the names and titles of all such persons on Schedule "B-2." In addition, please have the individual complete Schedule "B-3" or "B-4." Schedule "B-3" is provided for those individuals who have previously been convicted of a crime. Schedule "B-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 "B-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 County.

Name:

Title:

Date:

Notary Public

Date

SCHEDULE "B-2"

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

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

SCHEDULE "B-3"

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 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.

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 "B-4"

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 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.

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 "B-5"

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 B-1."

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

SCHEDULE "B-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 "B-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 "B-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 B-1."

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

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.

1. Vendor Name:												
2. Taxpayer ID Number or Social Security Number:		<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>										
3. Vendor Primary Address												
4. Contact Person Name:		Contact Person Telephone Number:										
5. Vendor E-Mail Addresses for Remittance Notification:												
6. Vendor Certification: <i>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.</i>												
_____ Authorized Signature		_____ Print Name/Title										
		_____ Date										

7. Bank Name:											
8. Bank Address:											
9. Routing Transit Number:	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										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>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.</i>											
Authorized Signature	Print Name / Title	Date									

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.