

**Westchester Putnam Workforce Investment Board
Request for Quotes (RFQ) for Event Planning Services**

I. Introduction

The County of Westchester, (the “County”) acting by and through the Westchester County Department of Social Services, Office of Workforce Investment (the “Department”), invites price quotes from qualified agencies to provide event planning services for the Hudson Valley Green Summit.

Individuals wishing to respond to this solicitation are invited to submit their price quotes and a brief summary of their qualifications and experience to **Sonda Norris-Lowe, Program Coordinator, Westchester/Putnam Local Workforce Investment Board, 120 Bloomingdale Rd, White Plains, New York 10601 no later than 4:00pm, on Monday, January 23, 2009.**

Requests for clarification of this RFQ must be written and submitted to Sonda Norris-Lowe no **later than 4:00pm on January 20, 2009.** Formal written responses will be distributed by the County on or before January 21, 2009. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

II. Background

The Hudson Valley Green Talent Pipeline Partnership (the “Partnership”) was awarded a grant by the New York State Department of Labor (“NYSDOL”) to develop a regional strategy around “Green” jobs. Thus far the Partnership has completed an asset and gap analysis of the region’s “green” resources, developed a green data center as well as developed a strategic plan to guide its efforts for the next year. The Partnership will be holding a regional Summit on Wednesday, April 29, 2009. Among the goals of this Summit are:

- To convene no less than 200 green stakeholders from around the Hudson Valley region.
- To present the asset map and gap analysis and other Green resources currently available to businesses and job seekers in the region.
- To examine statewide, national and international Green jobs initiatives to identify promising practices that may be replicated in this region.

Green economic development – environmentally advanced and people-centered – is emerging as the essential path for economic stabilization in the Hudson Valley as well as nationally. This regional conference will address the hard questions that connect vision to reality, with a focus on building up a skilled and adaptive work force and creating meaningful career paths in this emerging economy.

The Summit will bring together industry leaders with work force and economic development professionals, training providers, and educators at every level from K-12 through graduate and professional programs, for a frank look at the state of green development in the Hudson Valley and an exploration of success strategies in place around the country. It will also educate and involve school guidance counselors, campus career advisors, environmental educators and the communications media – all the gatekeepers of career information who need to understand and communicate opportunities to today’s work force, and tomorrow’s. By involving a broad coalition, including business, labor and environmental organizations, within a unifying strategic vision, this gathering will bring to life a regional partnership capable of realizing the dream. The inviting committee will include but not limited to:

- Green Talent Pipeline Partnership
- Sustainable Hudson Valley

- Hudson Valley Regional Council
- The Solar Energy Consortium
- U.S. Green Building Council Upstate NY – Hudson Valley Branch
- Construction Contractors' Association of the Hudson Valley
- Builders Association of the Hudson Valley
- Cornell Cooperative Extension
- Hudson Valley Agribusiness Development Corporation
- Hudson Valley Technology Development Center
- Hudson River Environmental Consortium of Colleges and Universities
- New York State Department of Labor
- NYSERDA
- Alliance for Clean Energy NY
- NY Solar Energy Industries Association
- Southeastern NY Council of Industry
- Environmental organizations

Project Plan Actives:

1. Venue: One day Summit to be held on April 29, 2008 at a venue that has the capacity and facilities to accommodate up 200 attendees. Full breakfast, coffee bread and lunch will be served.
2. Plenary: Opening Plenary session lead by a panel who will discuss proven strategies for work force and business development in the green industry sector.
3. Workshops: The attendees will then have a choice of attending three workshops that will discuss issues and topics on how businesses, education and workforce development can find information and develop program in the green industry.
4. Keynote: The last speaker of the day should be a keynote speaker who will discuss the state and national policies needed to strengthen the green economy. How green jobs can work to eliminate poverty and create a model for sustainable, accountable business, or discuss strategies for work force and business development.
5. Vendor displays: Vendors will be invited to the Summit to set up, free of charge, tables with literature and product displays.
6. Marketing and Promotion of the Summit will include media coverage at the event, press releases in the local newspapers in Westchester, Ulster, Dutchess, Rockland, Sullivan and Orange Counties. All marketing and promotion must be approved by Westchester County and New York State Department of Labor.

II. Scope of Work

The event planner will be responsible for, among other things, the following:

- a. The contractor will be responsible for the development of the day's activities based on the project plan.
- b. Coordinate development, delivery and setting of all material and equipment. Such as audio visual equipment, LCD screen, and microphone markers and writing pads that will be used by the speakers.
- c. Recruitment of the personnel, presenters, and displays for the Summit.
- d. Marketing and promotion of the Summit.
- e. Coordination of activities.

III. Term

The term of the Agreement will commence on January 1, 2009 and terminate on April 30, 2009.

IV. Description of Services, Strategy and Price Quotation

Please provide a description of services, a proposed strategy to achieve those services and a price quotation in Schedule "A", attached hereto and made a part hereof. .

V. Experience

Please provide a summary of your event planning experience in the space provided in Schedule "B", attached hereto and made a part hereof.

VI. Client References

Please provide three (3) previous clients, including contact information in Schedule "C", attached hereto and made a part hereof.

VII. Statement of Rights

Please take notice, by submission of a price quotation in response to this request for quotations ("RFQ"), proposing entity agrees to and understands:

- that any price quotation, attachments, additional information, etc. submitted pursuant to this RFQ 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 price quotation, 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 price quotation, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the price quotation, 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

RFQ is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

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

- To reject any or all price quotations;
- To issue additional solicitations for proposals;
- To issue amendments to this RFQ;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any price quotation 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 price quotations;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFQ, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by this RFQ with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- While this is an RFQ 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 RFQ process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any price quotation;
- The County is not responsible for any internal or external delivery delays which may cause any price quotation to arrive beyond the stated deadline. To be considered, quotations 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.
- Price quotations MUST be signed. Unsigned price quotations will be rejected.
- Respondents may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No price quotation will be accepted from nor any agreement awarded to any respondent 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 respondent that has failed to satisfactorily perform pursuant to any prior agreement with the County.

VIII. Contract

After selection of the successful respondent, a formal written contract will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY RESPONDENT BY THE FACT THAT A PRICE QUOTE 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.

IX. Indemnification and Insurance

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

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant 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, damage, 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.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “D”.

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.

X. Non-Collusion

The respondent, by signing the RFQ, 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 firms must disclose with their RFQ 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.

XII. MBE/WBE

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

XIII. MacBride Principles

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

XIV. 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.

XV. Vendor Direct Payment

All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Contractors 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 "H." Payments will be automatically credited to the Contractor's designated bank account at the Contractor'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 Contractor to the Department of Social Services 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 Contractor 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.

XVI. 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 sub consultants, 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).

Respondents 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 "I," along with the executed contract. Notwithstanding the above, a Respondent 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 RFQ and the same is in full force and effect.

XVII. Respondent Certification

The undersigned agrees and understands that this price quotation 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 price quotation, 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 price quotation nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all price quotations and negotiations shall not be binding or valid against the County of Westchester, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester and approved by the County Board of Acquisition & Contract, the Westchester/Putnam Local Workforce Investment Board and the Office of the Westchester County Attorney.

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

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

It is further represented that the undersigned has complete authority to submit this price quotation and to bind the proposer to any ensuing agreement.

Proposer Name

By:

Name and Title

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

SCHEDULE “A”

**HUDSON VALLEY GREEN TALENT PIPELINE
EVENT PLANNER PRICE QUOTATION, DESCRIPTION AND STRATEGY**

TASK	DESCRIPTION	STRATEGY – To be used to accomplish this task
Develop the day’s activities based on the project Asset and GAP Analysis and the strategic plan for the Green Talent Pipeline. These will include: -- Material-printed material developed by the partnership, its presenters and or exhibitors that will be used as aids for the Summit. -- Equipment-audiovisual and display for presenters-practitioners in workforce development and the “green” sectors. -- Participants-local workforce economic development and green stakeholders		
Coordinate development, delivery and setting of all material and equipment.		
Recruitment of the personnel, presenters and displayers for the Summit.		
Marketing and promotion of the Summit. Electronic, including email and webpage postings on various websites. Hardcopy promotional flyers and invitations.		
Provide weekly reports on all activities related to the Summit		
PRICE QUOTATION		\$

SCHEDULE “B”

Please provide a detailed description of your experience providing event planning services.

SCHEDULE “C”

Please list at least four (4) references, including name of client, address, telephone number and name of contact

SCHEDULE "D "

STANDARD INSURANCE PROVISIONS **(Consultant)**

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

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

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

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

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

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

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

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

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

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

3. All policies of the Consultant 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 affected 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 Consultant.

SCHEDULE “E”

For Informational Purposes Only

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

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

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

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

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

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

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

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

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

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

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

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

_____ No
_____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

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

Signature: _____

SCHEDULE “F”

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 "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:

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:

Contract # _____

Name of Consultant/Sub-Consultant _____

SCHEDULE “H”

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.

SCHEDULE "I"

CONSULTANT **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 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 Consultant is required to review these Instructions and complete Schedule “I-1” as well as any other applicable criminal disclosure forms (i.e., “Schedules I-2” through “I-5,” together with “I-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 Consultant 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 Consultant is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Consultant 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 Consultant is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Consultant 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 Consultant'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 Consultant to submit a completed Certification Form annexed hereto as Schedule "I-1," which certifies that the Consultant 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 Consultant 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 "I-2" and shall complete Schedule "I-3," entitled, "Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime."

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

Should the Consultant 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 "F-5."

It shall be the duty of the Consultant 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 Consultant to assure that all of their proposed Subconsultants 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 Consultant needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Consultant.

The Consultant 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 CONSULTANT 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 Consultant 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 Consultant and shall be grounds for immediate termination of this Agreement by the County.

Contract # _____

Name of Consultant/Sub-Consultant _____

SCHEDULE "I-1"

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

IF THIS FORM IS COMPLETED BY A SUBCONSULTANT CHECK HERE³

I, _____,
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW AND THEN COMPLETE APPLICABLE DISCLOSURE)

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

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

A. PRINCIPAL/REPRESENTATIVE DISCLOSURE
(CHECK APPROPRIATE RESPONSE BELOW)

I am a principal or a representative of the Consultant 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 Persons Subject to Disclosure are identified and defined in Schedule "I," pursuant to Executive Order 1-2008.

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

B. CONSULTANT DISCLOSURE

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 Consultant 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 Consultant 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 “I-2.”

In addition, the Persons identified in Schedule “I-2” must complete Schedule “I-3” or “I-4.”

Schedule “I-3” must be completed by those Persons who have previously been convicted of a crime.

Schedule “I-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 “I-5.”

CONSULTANT 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 Consultant 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 Consultant 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 Consultant/Subconsultant _____

SCHEDULE “I-2”⁴

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

1. _____
2. _____
3. _____
4. _____

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

CONSULTANT 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 Consultant 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 Consultant 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 Subconsultant, please consider all references to “Consultant” to mean “Subconsultant.”

Contract # _____

Name of Consultant/Subconsultant _____

SCHEDULE "I-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 Consultant/Sub-Consultant _____

SCHEDULE "I-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 “I-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 I-1.”

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

CONSULTANT 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 Consultant 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 Consultant 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 Subconsultant, please consider all references to “Consultant” to mean “Subconsultant.”