



**Andrew J. Spano, Westchester County Executive  
County Board of Legislators**

# **REQUEST FOR PROPOSALS**

**For**

## **Security Assessment for Westchester County's Bee-Line Transit System**



**December 1, 2008**

*DEPARTMENT OF TRANSPORTATION*

Lawrence C. Salley, Commissioner



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## **Purpose**

Westchester County, acting by and through its Department of Transportation (DOT) and under a grant from the Office of Homeland Security (OHS), is seeking proposals from qualified firms to undertake a comprehensive Security Risk and Vulnerability Assessment (SA) of the County's Bee-Line transit system. The assessment, in accordance with the best practices for transit systems, will identify the security risks and vulnerabilities to the Bee-Line Transit System and recommend mitigation measures to address them.

Based on the findings of the SA, the consultant will assist DOT in meeting the new and developing Transportation Security Administration (TSA) guidelines for bus transit system security and Westchester County will update its Security Plan for the Bee-Line System specifically for:

- 1) Training, operational deterrence, drills, public awareness activities,
- 2) Multi-user high-density key infrastructure protection,
- 3) Single-user high-density key infrastructure protection,
- 4) Key operating asset protection.

## **Background**

### **Transit System**

The Bee-Line System is owned by DOT and provides transit service within Westchester County, between Westchester County and portions of the Bronx and Manhattan and between Westchester County and portions of Putnam County. Westchester County comprises a 450 square mile area and is made up of semi-rural, suburban and urban areas with a total population of approximately 950,000 residents. The Bee-Line System provides service on 64 fixed bus routes including traditional local transit routes, long distance express routes and commuter feeder routes to and from suburban corporate centers as well as Metro-North Railroad Stations.

Bee-Line is the second largest bus system in New York State, following the MTA New York City Transit and is ranked by Metro Magazine as the 44<sup>th</sup> largest fleet in North America. Bee-Line ridership carries over 30 million riders per year and has increased since the introduction of the MetroCard fare collection system on April 1, 2007. The Bee-Line system has two bus storage and maintenance facilities and has approximately three hundred and sixty two transit buses of 30-foot, 40-foot and 60-foot configurations, forty nine 20-passenger "shuttle" vans and sixty 8-passenger Para Transit vans, all of which are currently in active service. All the vehicles are leased to and operated by private bus operators under contracts with the county.

### **Transit Vehicles**

Three hundred-and four transit buses and thirty nine shuttle vans are operated by Liberty Lines Transit, Inc (LLT). Four shuttle vans are maintained and operated by the Port Chester-Rye Bus Company from a multiple-use facility owned by the operator

located at 65 Cedar Place in Port Chester, New York. Four buses and six shuttles are operated by PTLA, Inc., from a privately owned facility leased for the purpose of supporting transit operations by that operator at 9 Dogwood Road, Cortlandt Manor, New York. These services are all fixed-route transit services.

All Para Transit services are operated on a demand/reservation basis. They are currently being consolidated under contracts with Suburban Paratransit Service, Inc. Suburban maintains the sixty vehicles leased to it at a facility located at 14 Fisher Lane, White Plains, New York.

### Transit Facilities and Terminals

The Central Maintenance Facility (CMF) at 475 Saw Mill River Road in the City of Yonkers, New York, is owned by Westchester County and maintained and operated by Liberty Lines Transit, Inc. It is located on 9.5 acres of land and contains approximately 365,000 square feet of interior space. The facility includes Liberty Lines administrative offices, 27 maintenance and repair bays, 2 paint booths, space for parts storage, training classrooms, a bus operations center and indoor parking for up to 287 buses. The CMF has around the clock security which includes cameras within the facility and along the exterior of the building. A fence surrounds much of the maintenance facility perimeter. A card reader system is in place to prevent unauthorized intruders and to monitor movement of all personnel. This is the central location of Liberty Lines Transit security operations.

The Cerrato Satellite Bus Facility (CSF) is owned by Westchester County and maintained and operated by Liberty Lines Transit, Inc. It is located at 5 Walker Road in Valhalla, New York and is part of the County's Valhalla Campus at Grasslands. The CSF opened in 1994 and houses approximately 100 buses. The garage consists of 109,000 square feet of space on 15 acres of land. Only light maintenance is performed on the vehicles at Cerrato; it has 10 maintenance bays, and one paint booth. The security is the same as that of the CMF; the facility has around the clock security and cameras within the facility and along the exterior of the building along with a card reader system to monitor access. The CMF is able to monitor the CSF using T1 lines.

The White Plains Trans Center is owned and maintained by the County's Department of Transportation and is located at 85 N. Lexington Avenue in White Plains, New York. It is the transportation hub for Westchester County linking the southern and northern portions of the County serving over 100,000 riders daily. Recently the County installed security cameras that capture data on a DVR on site in a secured location. These cameras can be monitored remotely by the County's Public Safety Department as well as Liberty Lines. In addition, a card reader system was installed to prevent unauthorized entry into the drivers, maintenance and security rooms.

The New Rochelle Transit Center, located at 2 North Station Plaza in New Rochelle located on the ground floor of New Rochelle's railroad parking garage, is owned and maintained by the City of New Rochelle. New Rochelle has security personnel on site 24 hours a day, seven days a week to monitor security cameras through out their garage. The City's security room is located on the ground floor. Recently the County installed security cameras that have a DVR on site in the same secured location. These cameras will be monitored remotely by the County's Public Safety Department after the

installation of a T1 line. A card reader system has been installed to prevent unauthorized entry into the drivers' area.

### Bus Stops and Shelters

The Bee-Line transit system has 64 active routes that are concentrated in the more urban southern portion of the County, with more limited service in the northern part of the county, concentrated around the populated areas such as Peekskill, Ossining, or Mount Kisco. Paratransit service is provided in the northeastern areas of Bedford, Lewisboro, North Salem and Pound Ridge. White Plains, the county seat and most centrally located city, is a major transportation hub connecting the northern and southern parts of the County at the White Plains TransCenter. The largely populated cities of Yonkers, New Rochelle and Mount Vernon located in the southern portion of the County are the best served. All except the county's smallest rural communities have at least rush hour service with over 3,200 bus stops with over 320 transit shelters through out the County. Recently many of the bus stops have had benches and/or waste receptacles installed.

### Scope of Work

It is envisioned that work on the project will be organized in the following manner and that the successful proposer will undertake all the work identified. Responders are invited to organize the work differently or suggest different paths to the same ends. The scope/specifications will be contained in the contract as Schedule "A".

The County will provide the Threat Assessment, and the contractor will develop mitigating recommendations from the Threat, Risk, and Vulnerability Assessments.

There is no limit to the types of "Recommendations" (i.e. systems or plan improvements, hardware or software upgrades, mid-level management training), and can be combined for more robust solutions. Include approximate associated costs. This project is to begin in the Spring of 2009 and completed within 270 days from the authorized date to proceed.

#### Task 1      System Familiarization

Develop a thorough working knowledge of the Westchester County Bee-Line System, including Routes (fixed route and Paratransit demand services); Facilities (the maintenance facilities and transit centers, bus stops and shelters); Personnel Security (employees and passengers); Security Training (for line employees and management); Security Plans (prevention and reaction) and Communications.

**Work Product:**      None. The consultant shall complete this task as a prerequisite to undertaking subsequent tasks.

Task 2:        Security Review A (At County Owned Facilities)

Focusing on the two county-owned maintenance facilities operated by Liberty Lines Transit, Inc, inspect and review the safety procedures used by Liberty Lines specifically in relationship to preventing and responding to terrorist attacks and to gather information to create training procedures or other recommendations to mitigate and recover from attacks.

**Work Product:**        A detailed written report that identifies the security risks and vulnerabilities specific to the proposal requirements with recommendations for improvements.

Task 3:        Security Review B (At Non-County-Owned Facilities)

Focusing on the operations of the County's three other bus operators and their non-county-owned maintenance facilities, inspect and review the safety procedures used by the operators specifically in relation to preventing and responding to terrorist attacks and to gather information to create training procedures or other recommendations to minimize the danger and to recover from the attacks.

**Work Product:**        A detailed written report that identifies the security risks and vulnerabilities specific to the proposal requirements with recommendations for improvements.

Task 4:        Security Review C: (At Transit Centers)

Assess the existing video capabilities at the White Plains and New Rochelle transit centers and recommend system/operational/training improvements.

**Work Product:**        A detailed written report that identifies the security risks and vulnerabilities specific to the proposal requirements with recommendations for improvements.

Task 5:        Security Review D: (At Transit Shelters and Bus Stops)

Using approximately 1% of the Bee-Line's over 3,200 bus stop locations that will be jointly agreed upon between the County and the Contractor and with the consent of the Commissioner of the Department of Transportation, the contractor will conduct a visual survey specifically in relation to preventing and responding to terrorist attacks and to gather information to create training procedures or other recommendations to minimize the danger and to recover from the attacks.

**Work Product:**        A detailed written report that identifies the security risks and vulnerabilities specific to the proposal requirements with recommendations for improvements.

#### Task 6: Meetings and Presentations

Meet and consult with Liberty Lines officials before commencing work involving the County- owned, Liberty-leased facilities. Meet and consult with designated staff of all operating contractors as many times and as frequently as necessary to complete the work identified in Tasks 1 through 6 in a fully competent and professional manner. Meet and consult with DOT and / or DPS staff as many times and as frequently as necessary to complete all work contemplated in this scope of services in a fully competent and professional manner and to the satisfaction of the Commissioner.

Attend, participate in and, as required, make media assisted presentations at meetings on up to six occasions with DOT staff, other Westchester County Officials, the County Transportation Board, federal and state transportation officials, members of the public and others as directed by the Commissioner. Prepare and customize all media presentation materials required to support the meeting efforts.

**Work Product:** Meeting reports, minutes and media presentations in print and/or reproducible electronic format (in Microsoft Office compatible format).

#### Task 7: Report Finalization and Executive Summary

Consult with designated representatives of each contract-operator, and the Commissioner and/or his designees as to the final text of the reports produced in draft as work products from Tasks 2 through 6 above. In addition, produce a draft and, after consultation, a final text of an executive summary summarizing the overall effort undertaken, the results of each task, and the recommendations made.

**Work Product:** Produce and deliver:

- **12** printed copies and **two** reproducible electronic copies (in Microsoft Office compatible format) of the final approved Executive Summary; and
- **12** printed copies and **two** reproducible copies (in Microsoft Office compatible format) of each final approved Task Work Product Report.
- All documents (draft or final; written or electronic media) will be appropriately safeguarded. Methods (e.g. document markings, physically secured) will be discussed and agreed upon prior to implementing any of the above Tasks)

### **Proposal Requirements**

#### Proposal Content

This *Request for Proposal* is intended to provide interested firms with an opportunity to demonstrate their ability to perform the required tasks in both a technically competent and cost efficient manner. The content should generally follow the outline of work tasks.

The proposal submission is not intended to be an expensive, elaborate presentation, though it should be well composed for simplicity and ease of understanding.

All responses to this RFP shall be submitted in two parts; a Technical Section and a Cost Section. **A complete proposal will consist of two individual, separately packaged and sealed sections.** An original and ten (10) copies of the complete Proposal shall be submitted in a sealed package distinctly marked "Proposal for Security Assessment Project for Westchester County's Bee-Line Transit System." The proposal will contain the Technical and Cost Proposal Sections separately identified and sealed. The original shall be clearly identified on its cover page(s) and signature pages.

### Technical Section

This section will contain a Statement of Qualifications that successfully demonstrates the requisite skills and experience of the Consultant and a technical proposal detailing the plan of work. The content should generally follow the outline of task shown in the Scope of Work

This section shall provide at the minimum information on the following:

- a) recent, relevant experience of the Proposer;
- b) Resumes demonstrating professional education, training and experience of the key personnel being proposed for as staff for this project;
- c) previous contractual experience with Westchester County;
- d) work plan to be followed, including hours;
- e) Relative time devoted to each segment of the work plan.

**It is imperative that this section make no reference to price, costs, labor rates, payroll burden, overhead to general and administrative expense rates and percentages, or profit margins or contain any other information with a financial reference except for professional liability insurance coverage that would protect the County of Westchester from loss or harm should the consultant be selected.**

### Cost Proposal Section

A cost-plus-fixed-fee contract will be negotiated by the County of Westchester with the successful Proposer responding to this Request for Proposal.

The cost proposal submitted shall include detailed cost information for the effort proposed including:

- a) Labor hours by job classification;
- b) Labor dollars;
- c) Fixed fee as a percentage of labor and overhead only;
- d) Subcontractor dollars
- e) Direct general and administrative costs;

- f) Total cost plus fixed fee

The above detailed cost information must be included for each subcontractor whose total cost exceeds one thousand dollars (\$1,000.00).

Total final price shall itemize: (a) total cost; (b) fixed fee; and (c) total cost plus fixed fee.

This information must be presented on the attached Cost Proposal forms, a copy of which is included as Form C-1. Separate forms detailing labor hours, costs, overhead and profit shall be prepared for each subcontract proposed. Typical allowable expenses are listed as part of Form C-1

In addition, the following information should be included for review as part of the Cost Proposal:

- a) Letter of Reference from a commercial bank chartered in the State of the proposer's home office address;
- b) Balance sheets and income statements for the last three years;
- c) Statement of Incorporation, Partnership or Proprietorship of the Proposer including the names, titles and home addresses of all officers, partners or principals of the Proposer;
- d) Previous County of Westchester contracts (if applicable)
- e) Credibility of manpower estimates when related to the proposed task approach.

The above requirements must be met by all Proposers; and subcontractors, if any. Any information considered confidential or proprietary by the Proposer shall be so labeled (see *Freedom of Information Law*, on page 14).

After the proposals have been submitted to Westchester County, interviews with selected responsible firms will be scheduled. Each firm will be expected to make a formal presentation on the content of its proposal and its ability to undertake the required work.

#### Cost of Proposal Preparation

No reimbursement will be made for any costs incurred prior to a formal notice to proceed.

#### Proposals to be in Effect

Each proposal shall state that it is valid for a period of one hundred eighty (180) days from the date of submission.

## Proposal Requirements

- Requests for clarification of this RFP must be written and submitted to Robert G. Essick no later than 4 p.m. on December 23, 2008. Formal written responses will be distributed by the County on or before January 8, 2009. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
- Inquiries are to be directed to :

Mr. Robert G Essick  
Westchester County Department of Transportation  
100 East First Street  
Mt. Vernon, New York 10550  
914-813-7746

- Proposals MUST be signed. Unsigned proposals will be rejected.
- Proposers will be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## Signature Requirements

Proposals must be signed by one or more duly authorized officials of the proposer. Consortia, joint ventures, or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for contract execution on behalf of the proposal team.

## Indemnification and Insurance

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

In addition to, and not in limitation of the insurance 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 "B". The successful proposer must provide a Certificate of Insurance with the County of Westchester named as a "Certificate Holder" and as "Additional Insured" and provide evidence of Workers' Compensation coverage. "Liberty Lines Transit, Inc", "PTLA Enterprises" and "PC-Rye" are also required to be named as "Additional Insured"

If no such protection is offered, this must be stated in the proposal.

#### Proposal Due Date

All proposals must be received no later than **4 p.m. on Thursday, January 22, 2009** and be addressed as follows:

. Robert G Essick, Program Administrator  
Westchester County Department of Transportation  
100 East First Street  
Mt. Vernon, New York 10550

Any proposals received at a later time and/or date will be judged non-responsive and returned to the sender.

#### Addenda and Supplements to Request for Proposal

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each potential proposer.

#### Selection Procedures

Selection will be based upon the qualifications of the firm and its ability to satisfy the project requirements, schedule and approach as described in the proposal and the cost. Proposals will be evaluated by a selection committee in accordance with the criteria detailed below. Evaluations will be based upon the qualifications of the firm and its ability to satisfy the project requirements, schedule and approach as described in the proposal. The County of Westchester reserves the right, at its sole discretion, to reject any or all proposals and to waive minor irregularities.

Proposals will be evaluated by a selection committee, in accordance with the criteria identified in Factors for Selection. Selected firms will be required to make an oral presentation of their proposal to this committee.

### Factors for Selection

It is expected that all respondents to this RFP will have extensive and demonstrable experience in the Security Assessment of transit industry. It will also be important that all respondents have experience with mid-sized bus systems (300 vehicles and up), and knowledge of bus transit operations.

### Firm Qualifications - 20 points

Proposals will be evaluated to insure that each Proposer indicates:

- a) A thorough and understanding of the nature of the work involved and tasks required;
- b) A demonstrated understanding of the objectives of the project;
- c) A complete understanding of the scope of work required to be undertaken and completed during this project;
- d) Personnel proposed have the necessary experience and qualifications to complete the project in the required time frame;
- e) Compliance with all Affirmative Action Provisions of Federal, New York State, and County of Westchester statutes.

Evaluation of qualifications will be based upon the Proposal as submitted.

### Technical Assessments - 30 points

Proposals will be assessed in terms of the overall approach used to achieve the project purpose, its feasibility, its responsiveness to the needs of this project and its thoroughness. Proposed work programs and work schedules will be reviewed to determine clarity of presentation and organization, adequacy of organization and rationality of infrastructure and realism of task distribution.

### Firm and Staff Capabilities - 30 points

The capabilities of each responding firm will be evaluated according to the following criteria:

- a) Recent, relevant experience of the Proposer in security assessments of transit systems;
- b) Demonstrated reliability to perform and manage the assessment and management of the transit system within schedule and budgetary constraints;
- c) The professional education, training and experience of key personnel who will work on this contract;

- d) Compliance with all Affirmative Action Provisions of Federal, State and local statutes;
- e) Ability to guarantee availability of personnel proposed.

This project will require the services of a knowledgeable and well-equipped consultant or consultant team who will be responsible for all aspects of the project.

#### Project Cost 20 points

A contract will be offered to the Proposer with the highest total point score.

#### Selection Schedule

|                                          |                                                    |
|------------------------------------------|----------------------------------------------------|
| Monday, December 1, 2008                 | Request for Proposals Issued                       |
| Tuesday, December 23, 2008               | Questions required by 4:00PM                       |
| Thursday, January 8, 2009                | Answers to questions replied to proposers          |
| Thursday, January 22, 2009 by 4 p.m.     | Proposal due at Westchester County DOT Offices     |
| Week of March 2, 2009                    | Interviews with proposers                          |
| Wednesday, March 18 <sup>th</sup> , 2009 | Anticipated Designation of Best Qualified Proposer |

## **General Clauses**

### **Understandings**

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

that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;

submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;

by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

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

To reject any or all proposals;

To issue additional solicitations for proposals and/or amendments to this RFP;

To waive any irregularities in proposals received after notification to proposers affected;

To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;

To conduct investigations with respect to the qualifications of each proposer;

To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;

To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;

To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;

While this is a Request For Proposals and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

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

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

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

#### Prohibited Interest of Members or Delegates to Congress

No member of, or delegate to, the Congress of the United States or official or employee of the United States Department of Transportation shall be permitted to any share or part of any resultant contract or to any benefit arising therefrom.

Prohibited Interest of Members, Officials, Employees of the State of New York, County of Westchester, Local Public Bodies or the New York Metropolitan Council

No official, employee, or member of a governing body of the New York Metropolitan Transportation Council, Westchester County, New York State, or a local public body having jurisdiction within Westchester County, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof during his or her tenure or for one year thereafter.

#### Non-Collusion

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

or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

### 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.

### Qualified Transportation Fringe Program

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

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

### Eligible Bidder Certification

All proposers must include a completed *Form C-2: Certification of Eligible Bidders* (attached).

### Equal Employment Opportunity

In connection with this proposal, the contractor shall not discriminate against any person for reason of race, creed, color, religion, sex, national origin, age, genetic predisposition or carrier status, marital status or disability; any disadvantaged person, or any disabled or Vietnam-era veteran. The contractor will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, sex, national origin, age, genetic predisposition or carrier status, marital status or disability, or their status as a disadvantaged person, or as a disabled or Vietnam-era veteran. Such action shall include, but not be limited to, the following: employment or upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor will furnish all necessary information and reports and will permit access to its books, records, and accounts by the County for purposes of investigation to ascertain compliance with the provisions of any resultant contract.

#### Minority Participation Policy

- **A.** By way of Executive Order No. 8-1994, it is now the policy of the County of Westchester to encourage the meaningful and significant participation on County contracts for business enterprises owned by persons of color and women-Disadvantaged Business Enterprise (MBE/WBE)
- **B.** It is the goal of the County to use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County and to develop a policy to efficiently and effectively monitor such participation.
- **C.** In recognition of the need to promote the development of MBE's and WBE's to achieve a goal of equal opportunity, and overcome the existing under representation of these groups in the business community, the County shall as a lawful public and County purpose provide technical and informational assistance to such business enterprises with a particular emphasis on education programs to encourage participation in the contract procurement process.
- **D.** For the purpose of this Executive Order, an MBE/WBE shall be construed to mean a business enterprise including a sole proprietorship, partnership 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 is real, substantial and continuing; (c) an enterprise in which such ownership interest 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, an MBE/WBE 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.

The successful proposer will be required to complete *Schedule "C - Questionnaire Regarding Business Enterprises Owned and Operated by Persons of Color or Women* (attached)

#### Contractor and All Persons Subject to Disclosure Certification Form

The successful proposer will be required to follow instructions found in *Schedule "A", The Criminal Background Disclosure Instructions* (attached)

**The successful proposer will be required to verify all the information supplied for all principals and officers of the company, as well as, for all personnel assigned to this project**

Questionnaire regarding Business Enterprises Owned and Operated by Persons of Color or Women

The successful proposer will required to complete *Schedule "C - Questionnaire Regarding Business Enterprises Owned and Operated by Persons of Color or Women* (attached)

Certification Regarding Business Dealings with Northern Ireland (MacBride Principles)

The successful proposer will required to complete *Schedule "D"- Certification Regarding Business Dealings with Northern Ireland.* (attached)

Certification Regarding Disclosure of Relationships to the County

The successful proposer will required to complete *Schedule "E" - Certification Regarding Disclosure of Relationships to the County* (attached)

Intellectual Property Rights

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

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts,

graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

#### Proposer Certification

The successful proposer will required to complete *Schedule "G"- Proposer Certification* (attached)

#### Contract

After selection of the successful proposer, a formal written contract (in a form substantially similar to the attached) 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 PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

## Freedom of Information Law

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the vendor's competitive position or constitute a trade secret. To request that this information not be disclosed under the State Freedom of Information Law, the vendor should specifically identify the pages of the proposal that contains such information by properly marking the applicable pages and inserting the following notice in the front of its response: (The County cannot guarantee that information submitted will not be released under the FDIA.)

### **NOTICE**

"The data on pages \_\_\_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information for which disclosure would result in substantial injury to the contractors competitive position.

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

The County does not assume any responsibility for disclosure or use of marked data for any purpose. In the event properly marked data is requested pursuant to the State Freedom of Information Law, the proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the County in making its determination as to whether disclosure is proper under the law."

## **Forms and Schedules**

C-1: Cost and Contract Proposal Form

C-2: Eligible Bidder Certification Form

SCHEDULE "A" – Criminal Background Disclosure Instructions

SCHEDULE "B" – Standard Insurance Provisions

SCHEDULE "C" – Minority/Women's Business Enterprises Questionnaire

SCHEDULE "D" – Certification Regarding MacBride Principles

SCHEDULE "E" – Required Disclosure of Relationships to County

SCHEDULE "F" – Qualified Transportation Fringe Program

SCHEDULE "G" – Proposer Certification



Westchester County Cost and Contract Proposal

Form C-1: COST AND CONTRACT PROPOSAL

[illegible]

TOTAL ESTIMATED SUPPORT \$

# Westchester County Cost and Contract Proposal

**PART III. COST and PRICE ANALYSIS** (The information below must be complete when submitted with proposals for the procurement of professional services. If your cost accounting system does not permit analysis of cost as required, contact WCDOT for further instructions).

| DETAIL DESCRIPTION                                                           |                                      |  |               |                           |
|------------------------------------------------------------------------------|--------------------------------------|--|---------------|---------------------------|
| 1. DIRECT LABOR (Specify)                                                    | ESTIMATED HOURS                      |  | RATE/HOUR     | TOTAL ESTIMATED COST (\$) |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
| TOTAL DIRECT LABOR                                                           |                                      |  |               |                           |
| 2. OVERHEAD COST ON DIRECT LABOR ABOVE                                       | OVERHEAD RATE x BASE = OVERHEAD (\$) |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
| TOTAL OVERHEAD                                                               |                                      |  |               |                           |
| 3. TOTAL DIRECT LABOR AND OVERHEAD                                           |                                      |  |               |                           |
| 4. FIXED FEE/PROFIT (State basis for amount in proposal)                     |                                      |  |               |                           |
| 5. OTHER DIRECT COSTS: (Specify in Exhibit B on Page 3 for additional space) |                                      |  | EST.COST (\$) |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
| TOTAL OTHER DIRECT COSTS                                                     |                                      |  |               |                           |
| 6. SUBCONTRACTS: (Specify in Exhibit A on Page 3)                            |                                      |  | EST.COST (\$) |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
| TOTAL SUBCONTRACTS                                                           |                                      |  |               |                           |
| 7. SPECIAL EQUIPMENT: (Specify in Exhibit B on Page 3)                       |                                      |  |               |                           |
| 8. CONSULTANTS: (Identify - purpose - rate)                                  |                                      |  | EST.COST (\$) |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
|                                                                              |                                      |  |               |                           |
| TOTAL CONSULTANTS                                                            |                                      |  |               |                           |
| 9. TRAVEL: (If direct charge)                                                |                                      |  |               |                           |
| A. TRANSPORTATION                                                            |                                      |  |               |                           |
| B. PER DIEM OR SUBSISTENCE                                                   |                                      |  |               |                           |

## Westchester County Cost and Contract Proposal

|                                                   |  |
|---------------------------------------------------|--|
| TOTAL TRAVEL                                      |  |
| 10. TOTAL DIRECT FEE/PROFIT (Items 4 and 6)       |  |
| 11. TOTAL DIRECT REIMBURSEMENTS (Excludes profit) |  |
| 12. TOTAL ESTIMATED COST AND FIXED FEE/PROFIT     |  |

|                                                                                                                         |                    |                                                                                                  |                             |                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------|-----------------------------|----------------|
| <b>13. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION</b>                                                |                    |                                                                                                  |                             |                |
| a. GOVERNMENT AUDIT PERFORMED<br>YES NO PENDING                                                                         | DATE OF AUDIT      | ACCOUNTING PERIOD COVERED                                                                        |                             |                |
| b. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT                                                                   |                    | c. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? (If yes, name Agency negotiating rates.) |                             |                |
| d. If no government rates have been established, furnish the following information                                      |                    |                                                                                                  |                             |                |
| DEPARTMENT OR COST CENTER                                                                                               | RATE               | BASE                                                                                             | TOTAL INDIRECT EXPENSE POOL | BASE FOR TOTAL |
|                                                                                                                         |                    |                                                                                                  |                             |                |
|                                                                                                                         |                    |                                                                                                  |                             |                |
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| <b>14. EXHIBIT A - SUBCONTRACT INFORMATION (If more space is needed, use blank sheets, identifying item number)</b>     |                    |                                                                                                  |                             |                |
|                                                                                                                         |                    | SUBCONTRACT                                                                                      |                             |                |
| NAME AND ADDRESS OF SUBCONTRACTOR(S)                                                                                    | SUBCONTRACTED WORK | TYPE                                                                                             | AMOUNT                      |                |
|                                                                                                                         |                    |                                                                                                  |                             |                |
|                                                                                                                         |                    |                                                                                                  |                             |                |
|                                                                                                                         |                    |                                                                                                  |                             |                |
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|                                                                                                                         |                    |                                                                                                  |                             |                |
|                                                                                                                         |                    |                                                                                                  |                             |                |
| <b>15. EXHIBIT B - OTHER DIRECT COSTS (Specify. If more space is needed, use blank sheets, identifying item number)</b> |                    |                                                                                                  |                             |                |
|                                                                                                                         |                    |                                                                                                  |                             |                |
|                                                                                                                         |                    |                                                                                                  |                             |                |
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Westchester County Cost and Contract Proposal

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                |
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| <b>PART IV. CERTIFICATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                |
| <p>The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Contractor represents: (a) that he has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure his contract, and (b) that he has, has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as required by Contracting Officer. (For interpretation of the representation, including the term 'bona fide employee', see Code of Federal Regulations, Title 44, Part 150.)</p> <p>Number of contractor employees   Over 500   Under 500</p> <p>State incorporated in:</p> |                                                                |
| DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR |
| <b>PART V. REMARKS</b> (If more space is needed, use blank sheets, identifying item number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                |
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TYPICAL ITEMS OF ALLOWABLE OVERHEAD EXPENSE

Administrative salaries  
Project management salaries  
Office and clerical salaries  
Unallocated salaries, fee studies, etc.  
N.Y.C. occupancy tax  
N.Y.S. and N.Y.C. taxes  
Accounting and legal fees  
Rent and utilities  
Office supplies and maintenance  
Telephone and telegraph  
Dues, meetings, subscriptions  
Announcements and recruiting expense  
Insurance - public liability  
Insurance - company cars  
Insurance - professional liability and value papers  
Insurance - miscellaneous casualty  
Branch office expenses  
Depreciation, furniture and fixtures, engineering equipment, company cars, etc.

TYPICAL PAYROLL BURDEN ITEMS

Vacations  
Holidays  
Sick leave  
Federal social security  
Federal unemployment  
State unemployment  
State disability  
Worker's compensation insurance  
Employees' group insurance  
Employees' medical insurance  
Profit sharing plan  
Employees' bonuses  
Retirement contributions by employer only



Form C-2

ELIGIBLE BIDDER CERTIFICATION

I hereby affirm that the undersigned individual or firm is not listed on the Comptroller General's List of Ineligible Bidders/Contractors.

DATE: \_\_\_\_\_

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
NAME OF OFFICER OF FIRM

\_\_\_\_\_  
SIGNATURE OF OFFICER



**SCHEDULE "A"**  
**CONTRACTOR**  
**CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS**

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

- (a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to 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 “A-1” as well as any other applicable criminal disclosure forms (i.e., “Schedules A-2” through “A- 5,” together with “A-1,” collectively referred to as “Disclosure Forms”).

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

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Contractor shall notify the Procuring Officer<sup>1</sup> 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.

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<sup>1</sup> “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.

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.

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 “A-1,” which certifies that the Contractor and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Contractor or any Person Subject to Disclosure (also referred to as “Person”) affirmatively advise that they have been convicted of a crime said Person shall be identified in Schedule “A-2” and shall complete Schedule “A-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 “A-2” and shall complete the form annexed hereto as Schedule “A-4,” entitled, “Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges.”

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

It shall be the duty of the Contractor to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Contractor to assure that all of their proposed Subcontractors

complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

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

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

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

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

Any failure by the Contractor to comply with the disclosure requirements of Executive Order 1–2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County a material breach by the Contractor and shall be grounds for immediate termination of this Agreement by the County.

**SCHEDULE “A-1”**

**CONTRACTOR AND ALL PERSONS SUBJECT TO DISCLOSURE<sup>2</sup>  
CERTIFICATION FORM**

**IF THIS FORM IS COMPLETED BY A SUBCONTRACTOR CHECK HERE<sup>3</sup>**

\_\_\_\_\_

I, \_\_\_\_\_,  
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW AND THEN COMPLETE APPLICABLE DISCLOSURE)

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

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

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

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

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

\_\_\_\_\_  
<sup>2</sup> Persons Subject to Disclosure are identified and defined in Schedule “A,” pursuant to Executive Order 1-2008.

<sup>3</sup> If this Certification Form is being completed by a Subcontractor, please consider all references to “Contractor” to mean “Subcontractor.”

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

\_\_\_\_\_Yes

\_\_\_\_\_No

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

\_\_\_\_\_Yes

\_\_\_\_\_No

**C. PERSONS SUBJECT TO DISCLOSURE**

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

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

\_\_\_\_\_Yes

\_\_\_\_\_No

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

\_\_\_\_\_Yes

\_\_\_\_\_No

**If the answer is “yes,” to any of the questions in Sections “A,” “B,” or “C” above, please list the names and titles of all such Persons in Schedule “A-2.”**

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

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

**Schedule “A-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 “A-5.”**

### **CONTRACTOR CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date



**SCHEDULE "A-2"<sup>4</sup>**

**NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE  
THAT ANSWERED "YES" TO ANY QUESTION IN SCHEDULE "A-1"**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

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

**CONTRACTOR CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
Name:  
Title and Date:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
<sup>4</sup> If this Certification Form is being completed by a Subcontractor, please consider all references to "Contractor" to mean "Subcontractor."



## **SCHEDULE "A-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

## **SCHEDULE "A-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 “A-5”<sup>5</sup>**

**PERSONS THAT REFUSED TO ANSWER**

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**CONTRACTOR CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Notary Public

<sup>5</sup> If this Certification Form is being completed by a Subcontractor, please consider all references to “Contractor” to mean “Subcontractor.”



## SCHEDULE "B"

### **STANDARD INSURANCE PROVISIONS** **(Contractor)**

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

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

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

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

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form WC/DB-100 or, if applicable, form WC/DB-101. PLEASE NOTE THESE FORMS REPLACE FORM C-105.21. THE APPROPRIATE REPLACEMENT FORM MUST BE NOTARIZED PRIOR TO BEING SUBMITTED TO THE WORKERS' COMPENSATION BOARD, INFORMATION UNIT FOR INVESTIGATION AND REPORT).

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

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

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

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

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

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

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

3. All policies of the Licensee shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

Schedule "C"

**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 "D"

**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 "E"

### 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: \_\_\_\_\_

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#### 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: \_\_\_\_\_

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*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: \_\_\_\_\_

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Authorized Company Official shall sign below and type  
or print information below the signature line:

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Name:

Title:

Date:

Schedule "F"

STATEMENT OF ENROLLMENT IN A QUALIFIED TRANSPORTATION  
FRINGE PROGRAM

1. I am the \_\_\_\_\_ of \_\_\_\_\_  
(title) (Bidder's/Proposer's full legal name)
2. This statement is not applicable because (check all that apply, skip number 3 and sign below):
- ☐ The total value of the contract is less than \$100,000 in any twelve month period during the contract term.
  - ☐ Bidder/Proposer employs less than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week.

(If question 2 does not apply, proceed with question 3 and sign below).

3. This Statement is applicable and is submitted in order to comply with the requirements of Executive Order No. 7-2005 of the County of Westchester which requires prospective contractors, concessionaires and vendors to submit a signed statement at the time of procurement of the contract that they are enrolled in or have initiated the process to enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code.

As of the date hereof the above indicated Bidder/Proposer:

- ☐ is enrolled in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code, or
- ☐ has initiated the process of enrolling in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code and will notify the appropriate County personnel in writing upon the commencement of their participation in such a program.

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

COMPLETE THIS FORM IN BLACK INK ONLY

Schedule "F" (Continued)

WAIVER APPLICATION

Qualified Transportation Fringe Program

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

This Application for a Waiver from the requirements of Executive Order No. 7-2005 is being submitted based upon one of the following:

- ☐ an inability to comply with Executive Order No. 7-2005, or
- ☐ hardship would result from such compliance.

Provide detailed explanation below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ signature of authorized company official

COMPLETE THIS FORM IN BLACK INK ONLY

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_ Commissioner or Department Head

## Schedule "G"

### Proposer Certification

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

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

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

\_\_\_\_\_  
Proposer Name

By: \_\_\_\_\_  
Name and Title