



County of Westchester, NY

Request For Proposals

For Information Technology Professional Consultant Services

Marguerite Beirne
Chief Information Officer
Department of Information Technology
148 Martine Avenue, Room 313
White Plains, NY 10601

Issue Date: November 26, 2024
Due Date: January 7, 2025

I. PROPOSAL INFORMATION

The County of Westchester (the "County"), acting by and through its Department of Information Technology ("DoIT"), is seeking proposals from qualified individuals and companies to provide various information technology services. The County desires to have these services performed by one or more vendors on a professional consultant basis.

The list of services that the County anticipates that it may require during the next three (3) years (the "Services List") is included in an attached Microsoft Excel spreadsheet entitled "Professional Consultant Services Response Sheet" and is incorporated into this request for proposals ("RFP") by reference. The scope of work being solicited by this RFP is further described in Section II(C), below.

Copies of this RFP may be downloaded from the County website for RFPs: <http://rfp.westchestergov.com/rfp/rfps> under "Information Technology Professional Consultant Services"

Please be advised that although this RFP may appear similar to previous requests for proposals for similar services, this RFP has its own, specified requirements, which may differ from other requests for proposals. Accordingly, each proposer is strongly advised to carefully review this RFP in its entirety, to ensure that any subsequent proposal it submits conforms with the requirements of this RFP.

A.) PROCUREMENT SCHEDULE

Issue Date:	November 26, 2024
Requests for Clarification Due:	December 13, 2024 at 12:00 p.m.
Written Responses to Requests for Clarification Posted:	on or before December 20, 2024
Due Date:	January 7, 2025 at 12:00 p.m.

Please be advised that all references to time in this RFP mean United States Eastern Time.

B.) REQUESTS FOR CLARIFICATION

A list of "Frequently Asked Questions" is attached to this RFP as Schedule "B". If a proposer requires further clarification, the proposer may submit a request for clarification. All requests for clarification MUST be submitted, as set forth below, by 12:00 p.m. on December 13, 2024.

All requests for clarification must be typed and emailed to:
Marguerite Beirne, CIO, Westchester County at
RFP-DoITProSvc@westchestercountyny.gov.

Formal written responses will be distributed by the County on or before December 20, 2024 by being posted on the County website for RFPs: <http://rfp.westchestergov.com/rfp/rfps>

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUESTS FOR CLARIFICATION.

C.) PROPOSAL CONTENT

Each proposal must include the items listed below. Any proposal that does not contain everything specified below and/or does not conform to the below-described guidelines for proposals will not be reviewed or considered. Please be sure to include all information requested.

- a.) The proposer's responses to the questions specified in **Schedule "A"**, as well as a completed Services List spreadsheet.
- b.) Cover letter, conforming to the guidelines specified below.
- c.) **Section IV** — Proposer Certification (Section IV), including the applicable acknowledgement and certificate of authority document(s).
- d.) **Schedule "D"** — Questionnaire Regarding Business Enterprises Owned and Controlled by Women or Persons of Color
- e.) **Schedule "E"** — Certification Regarding Business Dealings with Northern Ireland
- f.) **Schedule "F"** — Disclosure of Relationships to County
- g.) **Schedule "G"** — Criminal Background Disclosure
- h.) **Schedule "H"** — Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans

Please be advised that each proposal must conform to the following guidelines:

- a.) Each proposal MUST be physically (ink) signed with ORIGINAL SIGNATURES on ALL DOCUMENTS that require signatures. Accordingly, the electronic copy of the proposal shall include a scan of physically-signed hard copy documents with original signatures on them. A purely electronic signature is not acceptable.
- b.) The proposal must contain a cover letter, written on the proposer's letterhead, which states the date of submission of the proposal and states the following: "This proposal constitutes a valid, binding and continuing offer at the prices set forth in this proposal for a period of one hundred and twenty (120) days from the date of submission of this proposal." The cover letter must be signed by a person authorized by the proposer to make a binding proposal. **Proposals that lack the required statement or have an unsigned cover letter will be rejected.**
- c.) All corrections made by the proposer must be made prior to the due date for proposals, and must be submitted by the proposer in the same manner as the original proposal. No changes will be allowed after the due date for proposals.

Each of one or more of the proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Please be advised that the County may, in its discretion, elect to conduct any such oral presentation(s) via a video conferencing platform such as WebEx.

D.) PROPOSAL SUBMISSION

Each proposer must submit one (1) electronic copy of its proposal to RFP-DoITProSvc@westchestercountyny.gov in Adobe Acrobat (.PDF) format (except for the completed Services List spreadsheet that contains the proposer's price proposal for each service, which must be a separate document in Microsoft Excel format).

The electronic copy of each proposer's proposal must be received by the County by the stated due date. The County is not responsible for any internal or external delivery delays that may cause the proposer's proposal to arrive beyond the deadline. The County will not accept proposals submitted in any manner other than what is specified above. To be considered, a proposal MUST arrive at the e-mail address specified herein and the e-mail must indicate that it was received by the County's e-mail system prior to the deadline.

By submitting a proposal in response to this RFP, the proposer is representing and warranting to the County that the proposer is not in arrears upon any debt or in default of any obligation owed to the County. 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.

E.) RFP AMENDMENTS OR ADDENDA

Should the County find it necessary to amend this RFP and/or issue any addenda, such documents will be posted to the County's website for RFPs:
<https://rfp.westchestergov.com/rfp/rfps>

Each prospective proposer shall have an affirmative obligation to monitor the County's website for RFPs in order to ensure that it is aware of each amendment and/or addendum that is issued.

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II. BACKGROUND, SCOPE OF WORK, & ANTICIPATED TERM

A.) BACKGROUND

DoIT is a multiple vendor environment embracing a wide range of technologies and supporting multiple operating systems, software systems, and architectures. DoIT is responsible for the development, implementation and support of computer systems for all County departments. These systems support the daily business processes and mission critical functions of the County.

In order to gain a better understanding of the overall operation of DoIT, prospective proposers may wish to visit the DoIT website at <https://doit.westchestergov.com/>. However, DoIT cannot guarantee that the website is fully complete or accurate in every detail. Therefore, DoIT makes no representations or warranties with respect to the completeness or accuracy of the website, and encourages prospective proposers to submit requests for clarification regarding any specific items that they believe are unclear.

The County's work week is Monday through Friday and consists of thirty-five (35) hours of work per week.

The County may require that all individuals who will be providing services to the County be fingerprinted, have background checks, and wear County-provided photo identification badges. The County may impose additional requirements on such individuals in order to ensure that all individuals who have access to County facilities, infrastructure, and/or data meet all applicable governmental requirements.

B.) SCOPE OF WORK

The County anticipates having various projects with various, uncertain needs over the next three (3) years.

Based upon the uncertainty that is anticipated, the County has prepared a very comprehensive Services List, specifying the services that the County expects that it may need.

The County is aware that, for a certain project, a given consultant entity may have more applicable experience, or more available resources, or some other distinguishing characteristic(s) that make its offer of the services more advantageous than the offer of the services from other consultant entities.

Therefore, the County is seeking to contract with one or more proposers for each of the services on the Services List that the County intends to award and make available to itself.

Each such contract (each a "Contract") with a proposer will specify the applicable basic contract terms, including the maximum hourly rate for the services on the Services List for which the Contract has been awarded to the proposer.

Each proposer that contracts with the County for a given service (each an "Eligible Contractor") will then be eligible, for the full term of the Contract, to be considered by the County for each individual project as those individual project opportunities arise over time (each a "Project").

As alluded to above, for each Project, the County will consider each Eligible Contractor's

characteristics and pricing in determining which Eligible Contractor to retain for the Project at issue. As part of that process, the County may require that the Eligible Contractor provide updated and/or further information about its resources and capabilities, including, but not necessarily limited to, samples of relevant work and information about the particular consultants/programmers who would be made available to the County for the Project.

The Eligible Contractor selected for a given Project would be paid at an hourly rate not-to-exceed the hourly rate specified in the Eligible Contractor's Contract for the applicable service at issue. **The maximum, not-to-exceed hourly rates in each Eligible Contractor's Contract will not be increased during the term of the Contract, irrespective of anything that may occur in the meantime and irrespective of the County's particular needs for a given Project.** The County must know, and be able to rely upon, the specified maximum hourly rate, for the full term of each Contract.

All services are to be performed at the County's site, unless the County, in its sole discretion, specifies otherwise (e.g., authorized remote work).

Based upon the proposals received in response to this RFP, the County may, as described above, seek to enter into one or more contracts for one or more of the services specified in the Services List, or may not seek to enter into any contracts for one or more of the services specified in the Services List.

C.) ANTICIPATED TERM

The term of any agreement resulting from this RFP is anticipated to commence on or about April 1, 2025 and continue for a term of three (3) years thereafter.

[NO FURTHER TEXT ON THIS PAGE]

III. LEGAL

A.) UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, the proposer agrees to and understands that:

- any proposal, attachments, additional information, etc. submitted pursuant to this RFP 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;
- 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 RFP, except to the extent restricted by applicable law, including, but not limited to, the Westchester County Procurement Policy and Procedures, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received;
- To negotiate for amendments or other modifications to 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 one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP; and
- To select the proposal(s) that is(/are) most advantageous to the County and not necessarily on the basis of price or any other single factor in the evaluation criteria.

While this is an RFP 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.

B.) EVALUATION CRITERIA

In selecting the proposer(s) with whom to commence contract negotiations, and ultimately enter into a Contract for each given service on the Services List, the County will choose the proposal(s) from the responsible proposer(s) that is(/are) most advantageous to the County, and otherwise in accordance with the County's Procurement Policy and Procedures.

In order to determine what proposal(s) is(/are) most advantageous, the County will evaluate all proposals on the basis of the criteria specified below. For each service listed in the Services List, the County will individually evaluate all of the proposals received for that service, based upon the evaluation criteria specified below, and compare the evaluation-based merits of such proposals against each other.

The 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.

1. Cost: The proposed maximum, not-to-exceed, hourly rate for providing the service.
2. Commitment: The credibility of the proposer's commitment to provide the service sought by this RFP; meet or exceed all requirements; and provide quality personnel. This includes review of the proposer's business proposal, and the proposer's oral presentation (if one is required by the County).
3. Experience and Competence: The proposer's specific experience and demonstrated ability in providing the service on a scale comparable to that of the County (as described in this RFP), including experience (if any) providing the service to other government entities.
4. References and (if applicable) past performance under a previous contract with the County.

The above is applicable to the process by which the County will enter into Contracts with proposers and thereby make the proposers Eligible Contractors, as described above.

As specified above in Section II(C) of this RFP, for each individual Project, the County will, at the time the Project arises, consider each Eligible Contractor's characteristics and pricing in determining which Eligible Contractor to retain for the Project at issue.

Again, as specified above in Section II(C) of this RFP, part of that evaluative process for each individual Project, the County may require that the Eligible Contractor provide updated and/or further information about its resources and capabilities, including, but not necessarily limited to, samples of relevant work and information about the particular consultants/programmers who would be made available to the County for the Project.

C.) CONTRACT

After the County's determination to enter into a Contract with a proposer and thereby make it an Eligible Contractor, and following contract negotiations, a formal written contract will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY 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.

Each proposer accepts and agrees that, if selected by the County, it will be asked to sign a contract containing the following, or language in substantially the following form:

a.) INSURANCE, INDEMNIFICATION, AND DEFENSE

"The Contractor agrees to procure and maintain in continuous effect policies of insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to by, caused by, or resulting from the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor;

(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; and

(c) in the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement."

See: Schedule "C" to this RFP for the "Standard Insurance Provisions".

b.) NON-DISCRIMINATION

"The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity,

alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.”

c.) COMPLIANCE WITH LAWS

“The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.”

d.) RECORDS

“All records or recorded data of any kind compiled by the Contractor in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Chief Information Officer. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

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

The Contractor agrees to defend, 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 Contractor 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 may be returned.”

e.) APPROPRIATIONS

“The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.”

f.) DELEGATIONS, ASSIGNMENTS, AND SUBCONTRACTING

“The Contractor shall not make any delegation or assignment of, or otherwise transfer or dispose of, all or any part of this Agreement, including any duties or rights hereunder, without the prior express written consent of the County, subject to any necessary legal approvals. The Contractor shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation, assignment, subcontracting, or other such action by the Contractor regarding this Agreement without the prior express written consent of the County is void.

All subcontracts that have received such prior written consent shall provide

that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all portions of the Work performed by a County-approved subcontractor shall be deemed work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of this Agreement."

D.) 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.

By submission of this proposal, the proposer and each person signing on behalf of the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

If the proposer cannot make the above certification, the proposer shall include in its cover letter a statement saying that the proposer cannot make the above certification and setting forth in detail the reasons why it cannot do so.

E.) CONFLICT OF INTEREST

All proposers 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 proposers must disclose the name of any County officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

F.) INDEPENDENT CONTRACTOR

Any contracts awarded pursuant to this RFP shall be for the provision of independent contractors and not employees of the County. Proposers shall withhold income taxes, withhold and pay Social Security and Medicare taxes, and pay unemployment tax on all wages paid to its employees while providing services under any contract resulting from this RFP.

G.) CONTENTS OF PROPOSAL AND 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 background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

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

"NOTICE

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

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

and

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

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

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

H.) MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises that are owned and controlled by women or persons of color in contracts and projects funded by

the County. Therefore, all proposers are required to complete the questionnaire attached to this RFP as Schedule "D".

I.) MACBRIDE PRINCIPLES

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as Schedule "E". Therefore, all proposers are required to submit with their proposal the Certification Form attached to this RFP as Schedule "E".

J.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

All proposers are required to submit with their proposal the Disclosure Form attached to this RFP as Schedule "F".

K.) CRIMINAL BACKGROUND DISCLOSURE

All proposers are required to submit the Criminal Background Disclosure form attached to this RFP as Schedule "G".

L.) SERVICE-DISABLED VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, all proposers are required to complete the questionnaire attached to this RFP as Schedule "H".

M.) NEWS RELEASES

Communications to third parties pertaining to this RFP or the scope of services solicited by this RFP will not be made without prior County approval, and then only in coordination with the department that issued this RFP.

N.) AUTHORITY TO DO BUSINESS IN NEW YORK

Any foreign business entity must, prior to entering into an agreement with the County, furnish a copy of its certificate of authority from the New York Secretary of State to do business in the State of New York.

[NO FURTHER TEXT ON THIS PAGE]

IV. 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 Westchester County Board of Acquisition & Contract and 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:
Title:

*You Must Complete the Applicable Acknowledgement and
Certificate of Authority Document(s), Which Are on the Pages Following This Page*

ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they signed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, signed the instrument.

Date: _____

Notary Public

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned,
personally appeared _____, personally known to me or proved to me
(Name of Sole Officer)

on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she signed the same in his/her capacity as
President and sole officer and director of _____,
(Name of Corporation)

the corporation described in and which signed the within instrument, and acknowledged that
he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she
signed the within instrument on behalf of said corporation.

Notary Public

SOLE LLC MEMBER ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned,
personally appeared _____, personally known to me or proved to me
(Name of Sole Member)

on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she signed the same in his/her capacity as
Managing Member and sole member of _____,
(Name of LLC)

the LLC described in and which signed the within instrument, and acknowledged that he/she
owns the entire ownership interest in the LLC, and that by he/she signed the within instrument
on behalf of said LLC.

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____, certify that I am the
(Officer other than officer signing document for the corporation)

_____ of _____
(Title) (Name of Corporation)

a corporation duly organized and in good standing under the _____

_____ (Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing document; that _____
(Person signing the document for the corporation)

who signed said document on behalf of the _____
(Name of Corporation)

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

of the Corporation and that said document was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who signed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to sign said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

I, _____,
(member or manager other than person signing the document for the LLC)

certify that I am a _____ of _____
(member/manager) (Name of Limited Liability Company)

(the "LLC") duly organized under the Laws of the State of _____;
(Name of State)

that _____ who signed said the document on behalf of
(Person signing the document)

the LLC was, at the time of signing, a manager of the LLC; that said document was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the member/manager described in and who signed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a member/manager of said LLC; that he/she is duly authorized to sign said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, _____,
(Partner other than Partner signing the document for the partnership)

certify that I am a General Partner of _____,
(Name of Partnership)

a partnership duly organized under _____,
(Law under which partnership is organized)

and named in the foregoing document; that _____,
(Partner signing the document)

who signed said document on behalf of the Partnership was, at the time of signing, a General Partner of said Partnership; that said document was duly signed for and in behalf of said Partnership and as the act and deed of said partnership for the purposes therein mentioned.

(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the General Partner described in and who signed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a general partner of said Partnership; that he/she is duly authorized to sign said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

Date:

Notary Public

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY PARTNERSHIP)

I, _____ certify that I am a
(Partner other than Partner signing the document for the LLP)

Partner of _____
(Name of Limited Liability Partnership)

(the "LLP"), a partnership duly organized under _____,
(Law under which partnership is organized)

and named in the foregoing document; that _____,
(Partner signing the document)

who signed said document on behalf of the LLP was, at the time of signing, a Partner of said LLP; that said document was duly signed for and in behalf of said LLP and as the act and deed of said firm for the purposes therein mentioned.

(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the Partner described in and who signed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a partner of said LLP; that he/she is duly authorized to sign said certificate on behalf of said LLP, and that he/she signed his/her name thereto pursuant to such authority.

Date: _____

Notary Public

SCHEDULE "A"

Please note that the following items should be prepared simply and economically, providing straightforward, concise information while demonstrating the proposer's ability to provide the service(s) the proposer is proposing to provide. The County is not seeking proposals that were expensive to prepare or are unnecessarily elaborate. Emphasis should be on conciseness, completeness, and clarity of content.

Each proposer's proposal must respond to each of the following:

- 1.) Please provide all of the following information regarding the proposer:

PLEASE NOTE: The entity named in response to question 'A', below, must be the entity that ultimately contracts with the County. The proposer's responses to the other items below must be for that specific entity that is submitting the proposal as the proposer. If the proposer is proposing to have one or more other entities provide portions of the services, that can be proposed in response to question 'L', below. However, the name proposer will still be required to be the entity that actually contracts with the County.

Please be advised that, in addition to corporate third-parties, any person other than an employee of the proposer is considered a subcontractor. This includes persons who act as independent contractors of the proposer and provide services to the proposer on that basis (i.e., not as employees).

- A. Proposer's Name
- B. Proposer's Address
- C. Proposer's Telephone Number
- D. Proposer's Fax Number
- E. Proposer's State of Incorporation/Organization/Etc.
- F. Proposer's Contact Person's Name and Title
- G. Proposer's Contact Person's Address
- H. Proposer's Contact Person's Telephone
- I. Proposer's Contact Person's Email Address
- J. The year the proposer was founded.
- K. Total number of employees employed by the proposer.
- L. A list of all entities to whom the proposer is proposing to subcontract any portion(s) of the services. For each proposed subcontractor, the proposer must:
 - 1.) provide all of the information requested in 'A' through 'K', above, for each individual and each company or entity, that would be involved in providing services;
 - 2.) detail all portions of the services that are proposed to be performed by each such subcontractor;
 - 3.) provide the subcontractor's own responses to questions #3, #5, and #6; and
 - 4.) provide, in the proposer's response to questions #4 and #7, additional information from the proposed subcontractor when appropriate and relevant to the portions of the solicited services that are proposed to be performed by such subcontractor, with all such additional information labeled as having been provided by the proposed subcontractor.

If the proposer is not proposing any subcontractor(s), the proposer must specify that in response to this question 'L'.

- 2.) Please provide a list of each of the services specified in the Services List that the proposer is proposing to provide and the approach to be applied in providing each service.
- 3.) Please describe the proposer's corporate financial position, capabilities, experience, project management experience, organization, and staffing. Please also describe the proposer's compensation structure for its staff (e.g., are staff salaried or hourly; and if staff are hourly, then if the proposer will retain a portion of the proposed hourly rate and the staff member will receive the remainder, what percentage will the proposer retain and what percentage will the staff member receive). The proposer must specify any differences in any of the foregoing items (e.g., different project management teams with different experience) between the different services specified in the Services List that the proposer is proposing to provide.

Regarding capabilities and experience, please be sure to provide detail about particular notable capabilities, experience, or specialization in any given service that the proposer is proposing to provide.

Regarding organization, please provide information on how the County's contractual relationship/account with the proposer would be managed, including information regarding points of contact and any internal issue-resolution procedures used by the proposer.

Regarding staffing, please provide information on the proposer's recruitment techniques and goals, including those aimed at diverse and inclusive recruitment. Please also provide information on the proposer's further screening and 'on-boarding' procedures and how these might ensure timely and effective services for the County.

Also regarding staffing, please specifically provide the following information:

The number of persons who provided information technology consultant services for the proposer during the previous twelve (12) months who were, at that time of the services, a.) employees of the proposer, and b.) subcontractors of the proposer.

The number of hours of information technology consultant services billed by the proposer during the previous twelve (12) months for persons who were, at that time, a.) employees of the proposer, and b.) subcontractors of the proposer

Regarding all of the foregoing, please provide information regarding the proposer's efforts and abilities to ensure the quality of its services and its business continuity.

- 4.) Please describe the proposer's overall understanding of the County's needs for each of the services specified in the Services List that the proposer is proposing to provide, and the proposer's ability to supply them. Please be sure to include an explanation of why the proposer believes that its understanding of the County's needs, and its ability to meet them, makes the proposer's proposal to be particular advantageous to the County in terms of value and competitive advantage.
- 5.) Please specify the number of years of relevant experience of the proposer (for an individual, his or her number of years of relevant experience; for a company, the number

of years the company has been in existence) and, if the proposer is a company, the structure of the company and the primary markets served.

6.) Please provide names, addresses and telephone numbers of three references for whom the proposer has performed similar services. For each project, each proposer must indicate

- The work performed
- Its duration
- The size of the organization relative to the County
- Proposed versus actual budget/cost.

7.) Please provide any additional information (in sufficient detail) regarding the proposer's qualifications that the proposer deems necessary to enable the County to evaluate its ability to provide the service(s) it proposes to provide.

8.) Please provide the proposer's price proposal, in light of the below considerations, and in the manner described below:

Each proposer must submit a price proposal **for each service listed in the Services List that the proposer proposes to provide to the County.**

The price proposal for **each service** must be the maximum, not-to-exceed hourly rate that the proposer proposes to charge the County for each service. As noted above in Section II(C) of this RFP, the maximum, not-to-exceed hourly rates in each Contract will not be increased during the term of the Contract, irrespective of anything that may occur in the meantime and irrespective of the County's particular needs for a given Project. The County must know, and be able to rely upon, the specified maximum hourly rate, for the full term of each Contract.

Please note that, as specified above in Section II(C) of this RFP, all services are to be performed at the County's site, unless the County specifies otherwise. Please take that into consideration, if necessary, in preparing your price proposal(s).

Please note that the County will only pay an Eligible Contractor for the solicited services, based upon an hourly rate, for services actually performed under a Contract. The County will not pay any other amount, in any other way, or for any other purposes (e.g., general overhead or individual items of overhead, travel costs, 'finder's fees', etc.). In preparing its maximum, not-to-exceed hourly rate price proposal for each service, the proposer must be sure to consider and account for all costs necessary for the proposer to perform each service for which it is submitting a price proposal.

*Please note that, as specified above in Section I(C) of this RFP, it is required that each proposer submit its price proposal(s) (i.e., the completed Services List spreadsheet) to the County as a separate document in Excel format when sending the County the electronic copy of its proposal. Please note that each proposer must be sure to insert its name at the top of the Services List spreadsheet. **Please also note that each proposer's price proposal for each service that the proposer proposes to provide to the County must be submitted by inserting the appropriate information into the appropriate place(s) in the Services List spreadsheet.***

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE “B”
FREQUENTLY ASKED QUESTIONS

1. Does the County require submission of proof of insurance coverage with the proposal?

Response: No, proof of insurance coverage does not have to be submitted with the proposal. However, proof of insurance coverage will eventually be a requirement for the selected proposer(s) to execute a contract with the County.

2. Is the hourly rate proposed “not to exceed” or “firm pricing”?

Response: The County is requesting maximum, “not-to-exceed” proposals for hourly rates.

3. The RFP specifies that all services are to be at the County's site (unless the County directs otherwise). Are travel expenses to be included in the rate or will there be a separate provision for travel?

Response: The hourly rate proposed by the proposer should account for the total per-hour-cost required to provide a consultant to be on-site. There will be no separate provision for travel costs.

4. How many vendors will be chosen from the procurement process?

Response: The County will contract with as many, or few, proposers for each solicited service as the County deems proper, as the County determines in its sole discretion, as that process is described in greater detail in the RFP.

5. Is the County looking for a technical team to do the work?

Response: The County is seeking professional consultant services. As stated in Section I of the RFP, the County is soliciting proposals from qualified individuals and companies. The County will specify how many individuals it is seeking to provide professional consultant services for each given individual project in the future, as each such project arises.

6. Can you elaborate a little on the definition of "sample of relevant work?"

Response: The phrase “samples of relevant work” is not defined in order to allow each proposer to make that determination for itself, if such samples are subsequently requested by the County. How a proposer determines what is relevant and what samples to provide is in its discretion, unless the County provides its own requirements concerning the samples and what they must demonstrate/illustrate.

7. Will you be requiring interviews/oral presentations with proposers? If yes, will you permit video-conferencing for those meetings?

Response: As noted in Section II of the RFP: “Each of one or more of the proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Please be advised that the County may, in its discretion, elect to conduct any such oral presentation(s) via a video conferencing platform such as WebEx.”

The decision as to whether such presentations are necessary or not will be made in the County's sole discretion. The County anticipates allowing video-conferencing, but reserves the right to require an in-person meeting.

8. If we have past Westchester County experience, is it sufficient and acceptable to use county examples for the "relevant experience" section or should we also or instead include other clients?

Response: Please provide details about all relevant experience, including such experience that both does and does not involve the County.

9. If we have past Westchester County experience, can we use any of the managers we have worked with as references or do we need to use managers from other clients as references?

Response: No, you must provide references from other clients.

10. Should we submit the certificate of authority from the New York Secretary of State to do business in the State of New York as a part of proposal?

Response: No, such a certificate is not required as part of the proposal.

11. Is the County only looking for local vendors?

Response: No, the County invites proposals from all qualified individuals and companies.

12. Companies that submitted proposals in response to a request for proposals for similar services in the last RFP cycle were never informed about their rejection. Will this be the case again?

Response: Due to the high number of responses received, it is possible that only those proposers that are being considered for contract awards will be notified.

13. If we are not selected then can we know the reason of rejection?

Response: The County does not contact individual vendors with further information about the contract award process.

14. Will the County give preference to minority-or-women-owned businesses?

Response: The County encourages the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts. However, there is no preference given to minority- or women-owned businesses.

15. We are an awarded vendor for the similar RFP from 2022. Are we required to submit a new proposal?

Response: Yes. This is a new RFP. All previous RFPs for the same or similar services are irrelevant to this current procurement process.

16. Can we selectively respond to a few of the services on the Services List or is it mandatory to provide rates for all the services on the Services List?

Response: Each proposer can selectively respond. Each proposer can propose to provide as many or as few services as it decides to propose, in its sole discretion. It is not mandatory that each proposer provide rates for all of the solicited services.

17. Will the consultants be required full-time or on a part time, per-hour basis?

Response: Services are to be provided at an hourly rate, as needed, and as otherwise specified in the RFP.

18. Is it correct to understand that all of the questions identified in Schedule "A", except for the hourly rate portion, will be for all services we propose to provide?

Response: Yes.

19. By what date does the County expect to execute contracts and start work on these initiatives?

Response: As noted in Section II(B) of the RFP, the term of any agreement resulting from this RFP is anticipated to commence on or about April 1, 2025. However, the County reserves the right to determine the commencement date for each such agreement, as well the right to execute such an agreement for a term of less than the period of three (3) years specified in the above-referenced section of the RFP. After contract execution, services are to be provided on an as-needed basis, and as otherwise specified in the RFP.

20. Schedule "G" – Criminal Background Disclosure Instructions – Will the County of Westchester reimburse vendors for the costs associated with criminal background check screenings of potential consultants if required?

Response: No.

21. Corporate Financial position: What document(s) is the County looking for to establish our firm's financial position?

Response: The County is not looking for any specific document(s) related to your corporate financial position at this time. This requirement is articulated in the RFP in a general way in order to provide proposers with a degree of flexibility when preparing their proposals. Please use your judgment to determine an adequate response that provides the County with a clear understanding of your firm's financial position, especially in the context of providing the services your firm proposes to provide.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery 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 Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. 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 the "County of Westchester" and adjusted with the appropriate County personnel.

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 Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, 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 Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 Agreement):

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

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

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

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

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

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

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

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

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

a) Insurers shall have no right to recovery or subrogation against the County (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 is named as an insured, shall not apply to the County.

c) The insurance companies issuing the policy or policies shall have no recourse against the County (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.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE “D”

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

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 Section 308.01 of the Laws of Westchester County, completion of this form is required.

A “business enterprise owned and controlled by women or persons of color” means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is 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. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise (“MBE”) or women business enterprise (“WBE”) pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified 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.

Please note that the term “persons of color,” as used in this form, 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 America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

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

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

- _____ Black persons having origins in any of the Black African racial groups
- _____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race
- _____ Native American or Alaskan native persons having origins in any of the original peoples of North America
- _____ 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

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "E"

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 respondent 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 "F"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Signature: _____

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE “G”
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure (“Persons Subject to Disclosure”) include the following:

- 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.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

¹ For these disclosures, a “crime” or “pending criminal charge” includes 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.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) 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 a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer" shall mean the head of the department or the individual or individuals 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(1)(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: _____

I, _____, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **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?**
- **Are you or your company 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)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

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

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are:

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

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 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.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 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 hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. 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 being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification 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.

Signature: _____

Name: _____

Title: _____

Date: _____

Notary Public

Date

SCHEDULE "H"

For Informational Purposes Only

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____

STATE OF _____)
COUNTY OF _____) ss.:

Notary Public

Date: _____