

**REQUEST FOR PROPOSALS**  
**FOR**  
**CONSULTING SERVICES FOR**  
**A SYSTEM INTEGRATION PROJECT**  
**FOR TRANSIT OPERATIONS**  
**(DOTCAP01-17)**

**ISSUE DATE: February 10, 2017**  
**DUE DATE: March 17, 2017 at 4:00 P.M.**

Issued By:

Vincent F. Kopicki, P.E.  
Commissioner  
Westchester County  
Department of Public Works and Transportation  
148 Martine Avenue  
White Plains, New York 10601

**I. PROPOSAL INFORMATION**

The County of Westchester (the “County”), acting by and through its Department of Public Works and Transportation (“DPW&T”), is requesting proposals from vendors to provide consulting services for a system integration project that seeks to integrate the County’s fixed-route bus computer-aided dispatching (“CAD”)/automatic vehicle location (“AVL”) system with the planned County radio system migration from UHF T-Band to a P25 Phase 2 Technology system for use in support of transit operations in Westchester County (the “System Integration Project”).

Copies of this Request for Proposals (“RFP”) may be downloaded from the County’s website for RFPs: <http://www.westchestergov.com/rfp> under “Consulting Services for System Integration Project”.

**A.) PROCUREMENT SCHEDULE**

Issue Date:	February 10, 2017
Requests for Clarification Due:	February 24, 2017 at 12:00 p.m.
Written Responses to Requests for Clarification Posted:	on or before March 3, 2017
Due Date:	March 17, 2017 at 4:00 p.m.

*All times specified above and elsewhere in this RFP shall be understood to be Eastern Time.*

**B.) REQUESTS FOR CLARIFICATION**

All requests for clarification must be submitted, as set forth below, no later than 12:00 p.m. on February 24, 2017. All requests for clarification must be typed and emailed to Robert Essick at [rge1@westchestergov.com](mailto:rge1@westchestergov.com) with a subject line of ‘System Integration Project, Request for RFP Clarification’.

Formal written responses will be distributed by the County on or before March 3, 2017 by being posted on the County website for RFPs: <http://www.westchestergov.com/rfp>

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

**C.) PROPOSAL SUBMISSION**

Each proposer must submit:

- a.) one (1) hard-copy original of its proposal,
- b.) six (6) hard-copy copies of its proposal, and
- c.) two (2) storage devices (i.e., compact discs—CD-R, CD-RW, or CD-ROM—and/or USB ‘thumb’ drives) containing an electronic copy of the proposal in both an “unlocked” Acrobat PDF format (Version 7 or later) and the original/native file format (e.g., Microsoft Word, Microsoft Excel, etc.).

The above-specified materials must be submitted to:

Mr. Robert Essick  
Program Administrator (Transportation)  
Westchester County Department of Public Works and Transportation  
100 East 1st Street  
Mt. Vernon, NY 10550

The proposal must be in a sealed envelope clearly marked: “Proposal – Consulting Services for a System Integration Project”.

The original and all copies 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. 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.

#### **D.) 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: <http://www.westchestergov.com/rfp>

## **II. BACKGROUND, SCOPE OF WORK, ANTICIPATED TERM, AND PROPOSAL CONTENT**

### **A.) BACKGROUND**

#### **1.) BEE-LINE BUS SYSTEM**

The Bee-Line Bus System (the “Bee-Line System” or the “Bee-Line”) is owned by the County and provides bus service within both suburban and urban areas of Westchester County, as well as portions of the Bronx, Manhattan and Putnam County. Westchester County is located immediately north of New York City, abutting the Bronx; comprises 450 square miles; and is made up of semi-rural, suburban and urban areas with a total population of approximately 972,000 people. The Bee-Line System currently provides service on 60 fixed bus routes, including traditional local bus routes, long distance express routes, and commuter feeder routes to and from suburban corporate centers as well as Metro-North commuter rail lines. Currently, the Bee-Line System is professionally managed, operated, and maintained by Liberty Lines Transit, Inc. (“Liberty”), for some routes, and PTLA Enterprise, Inc., (“PTLA”), for other routes, under their respective contracts with the County for those services. Management oversight of services rendered by Liberty and PTLA is provided by DPW&T.

## 2.) VEHICLES

The County currently owns a fleet of 326 buses for fixed-route bus service, along with 20 supervisory vehicles. Of that fleet, 321 transit buses are operated by, and leased to, Liberty under its contract with the County and 5 buses are operated by, and leased to, PTLA under its contract with the County.

Please be advised that the current Bee-Line fixed route fleet consists of the following buses:

- 78 Neoplan Articulated 60-foot buses.
- 27 Orion V 40-foot commuter coaches.
- 104 Orion V 40-foot buses.
- 4 Orion VII Hybrid Low-Floor 40-foot buses.
- 95 NABI Hybrid Low-Floor 40-foot buses.
- 18 Orion 30-foot buses

However, the Bee-Line fixed route fleet will, of course, change over the course of time. In fact, the County is in the process of procuring new buses, in order to replace a portion of the above-described fleet. Therefore, proposers should not tailor their proposal to fit only these exact bus models and quantities.

## 3.) FACILITIES

The Bee-Line System predominantly operates from two transit-dedicated, County-owned garages, both of which are currently leased to Liberty: the Central Maintenance Facility (“CMF”) and the Cerrato Satellite Bus Facility (“Cerrato”).

The CMF is located at 475 Saw Mill River Road in Yonkers, NY and serves as the primary depot and maintenance facility. The CMF is located on 9.5 acres of land and contains approximately 365,000 square feet of interior space. The facility includes Liberty’s administrative offices, 27 maintenance and repair bays, two paint booths, space for parts storage, training classrooms, a bus operations center and indoor parking for up to 287 buses.

Cerrato is located on the County’s Valhalla Campus at Grasslands at 5 Walker Road in Mount Pleasant, NY. Cerrato consists of 109,000 square feet of interior space on 15 acres of land. Cerrato provides only light maintenance for vehicles; it has 10 maintenance bays, one paint booth, and storage for approximately 100 vehicles.

PTLA operates out of a privately-owned garage that it leases for the purpose of supporting transit operations under its contract with the County. That garage is located at 9 Dogwood Road, in Cortlandt, NY.

## 4.) CAD/AVL SYSTEM

DPW&T operates a CAD/AVL system supplied by Xerox. This system is entitled the Transit Communications System (“TCS”). The TCS provides computer-aided dispatching and automatic vehicle location capabilities for fixed-route buses and non-revenue vehicles. The TCS includes a complete data communications backbone,

computer equipment at the fixed-end radio dispatch center, computer equipment at TCS remote operating sites, and in-vehicle equipment. The current County Radio System (“CRS”) provides all voice radio resources for the Bee-Line operations and is integrated with the TCS. The TCS provides real-time vehicle position monitoring based on Global Positioning System (“GPS”) technology as well as data communications between vehicle operators (including non-revenue vehicle users and supervisors) and dispatchers.

The TCS consists of the following major subsystems:

- Data radio
- Fixed-End
- Vehicle

i.) TCS DATA RADIO SUBSYSTEM

The current data radio subsystem utilizes two channels for data communications between the vehicles and fixed-end subsystem. These two channels use frequencies that are independent from the CRS. The two data radio channels are dedicated to the TCS data communications function and provide for the flow of data messages between the fixed-end subsystem and the transit vehicles.

The TCS data radio subsystem utilizes a total of ten sites. Eight of these sites are collocated with the CRS equipment: Yonkers, Valhalla, Ossining, Bedford, Yorktown, Peekskill, North Salem, and Port Chester. Two radio sites are independent from the CRS and are located outside of the County at sites in the Bronx, NY and Alpine, NJ.

The CRS Centracom Gold Elite application software is currently loaded on five TCS workstations: three workstations at the CMF, one workstation at Cerrato, and one workstation at the Mt. Vernon offices of DPW&T in Mt. Vernon, NY.

The data radio subsystem consists of the following major components:

- Fixed site equipment at the radio sites including Motorola Quantars, combiners, receive multicouplers, antennas, and cabling
- Modem and networking equipment at the CMF

The TCS employs T1 circuits to provide connectivity between the CMF and the radio sites.

ii.) TCS FIXED-END SUBSYSTEM

The fixed-end subsystem consists of the TCS computer equipment, including three radio dispatch workstations installed at the CMF, plus two remote radio dispatch workstations (one at Cerrato, one at the Mt. Vernon offices of DPW&T). The fixed-end subsystem is the central hub of the TCS and provides message switching, real time database exchange management,

servers and workstations communications, and communications with other Westchester County enterprise systems and facilities. The CAD/AVL system software associated with the fixed-end provides for control of DPW&T's transit vehicle fleet operations, communications switching, and tools to evaluate and improve fleet performance. The Xerox software suite known as OrbCAD is used to directly manage all data communication calls to and from the vehicles.

### iii.) TCS VEHICLE SUBSYSTEM

The vehicle subsystem provides intelligent on-board processing, a graphical user interface, vehicle location, route and schedule adherence functionality, and voice and data communication capabilities between the vehicle operator and TCS dispatchers.

The core of the vehicle subsystem is the SmartMDT. The SmartMDT has two major components: the Driver Control Module ("DCM") and the Intelligent Vehicle Unit ("IVU"). The IVU is an intelligent device driven by an internal CPU with extensive interface capability to other external devices, such as a GPS receiver capable of receiving and processing differential corrections. The IVU provides a direct interface to the single onboard mobile radio (Motorola MCS-2000). The IVU controls the voice and data radio state and provides switching commands to the mobile radio to switch from the quiescent data radio state to voice radio state that utilizes voice radio resources of the County radio system to support mobile voice radio talk paths.

## 5.) EXISTING COUNTY RADIO SYSTEM

The existing County radio system consists of an analog UHF (T-Band) simulcast trunked radio communications system, operated by the County's Department of Emergency Services, which carries public safety voice communications throughout the entire Westchester service area.

The system affords a common dispatch platform for multiple fire and emergency medical services ("EMS") agencies. The Emergency Communications Center ("ECC") dispatches 50 of the 59 fire agencies in the County and 26 of the 45 EMS agencies. Many of the agencies that are not dispatched by the ECC also use the system, as do all of the hospitals and police headquarters in Westchester. The voice network is a Motorola SmartZone 4.1 analog trunking system. It has a total of 12 radio frequency ("RF") channels at 9 sites operating in a North and South cell configuration (6&6). Dispatch operations are provided through a total of 19 Centracom Gold Elite Consoles (8-11 at the ECC in Valhalla, 3 at the Emergency Operations Center, or "EOC", in Hawthorne, one at DPW&T's facility in Valhalla, one at DPW&T facility in Mt. Vernon, and three at DPW&T's facility in Yonkers).

## 6.) FUTURE COUNTY RADIO SYSTEM

The County is in the process of replacing the existing County radio system with P25 Phase 2 Technology system. As such, the current voice radio system in use today by

the CAD/AVL system will no longer be available within the next few years. Various alternatives for how to integrate this future radio system in with the existing CAD/AVL system or the replacement of the CAD/AVL system are the key work elements of Phase 1 (as described below).

## **B.) SCOPE OF WORK**

The successful proposer will provide the County with all of the services described in this section, including assisting the County in the planning, specification development, request-for-proposals development, proposal review, negotiations, and project management services (including acting as the project manager in all capacities regarding the installation and acceptance of the work and products related to the new radio system) in support of the System Integration Project.

The services described in this section are to be provided in a phased project implementation. Accordingly, the successful proposer will be required to develop a phased systems engineering project approach that evaluates the current operation of the TCS utilizing the CRS and data radio subsystems and the future migration to the future voice radio system while providing the most advantageous method for vehicle to fixed-end data backhaul.

Similar to the current CRS configuration, the future County radio system will provide all voice radio resources used to support the operation of the Bee-Line transit system. The County believes there are several data backhaul system configuration alternatives available for the CAD/AVL system that must be explored and evaluated. These system configuration alternatives will each have separate advantages, disadvantages, costs, and schedules.

A variety of competitive and non-competitive procurement methods may be used by the County to achieve the new CAD/AVL system configuration, depending on the particular details of the proposed procurements.

Each phase of the scope of work shall be self-contained and at least largely completed prior to moving on to the next phase. As the work in subsequent phases is based on the currently-unknown results of the previous phase(s) of work, the specific work products and deliverables in these latter phases becomes less certain. However, each proposer can and must develop a methodology and approach for each of those latter phases based on its understanding of the work and knowledge of the involved systems.

(As used below in the description of the phases, the term “consultant” shall be understood to refer to the successful proposer.)

### **PHASE 0 – SYSTEM FAMILIARIZATION**

The consultant will be required to request, gather, and review all information necessary to gain a full understanding of the installed TCS and CRS, as well as the intended future CRS. The consultant should plan to tour the involved sites as much as they feel necessary to become familiar with the applicable details. During these tours, the consultant should set up interviews with key County personnel, the employees of County contractors who are working at such sites,

and all other persons necessary in order for the consultant to review project goals, requirements, and current system deficiencies that need correction.

### PHASE 1 – SYSTEM CONFIGURATION ALTERNATIVE ANALYSIS

The consultant shall conduct a comprehensive review of the current state of the TCS, including infrastructure equipment, fixed and mobile hardware, device software, and system functional adequacy. The review should utilize both existing documentation and any required field analysis and site tours. The review should include an analysis of the TCS operational requirements from both field and dispatch.

The report should provide a developed alternative analysis that fully evaluates the major, realistic alternatives given the required changes to the existing core voice and data radio resources currently employed by TCS. The consultant shall develop, fully evaluate, and report to the County on the various radio and cellular system configuration alternatives. Each system configuration alternative shall be fully described and agreed to by DPW&T. The consultant shall develop, and report to the County on, the significant advantages and disadvantages for each alternative, with each of the advantages and disadvantages fully described. The costs and acquisition schedules for each alternative shall be developed and contained in the report.

The consultant shall develop and submit a draft and final report that details the evaluation of the configuration alternative analyses, costs, schedules, and the consultant data radio resources current alternative selection and solutions. The consultant shall fully explore and support their recommendation within the report.

The consultant shall recommend solutions to the issues identified, with the recommended solutions organized by priority, impact, and cost. Recommended solutions should attempt to leverage existing assets to the best extent possible.

### PHASE 2 – CONFIGURATION REQUIREMENTS DEVELOPMENT

#### *PREPARATION OF STAKEHOLDER REQUIREMENTS*

Following the receipt of the alternative analysis report, DPW&T will select the system configuration alternative that provides the most advantageous approach to the County. The consultant shall develop a document that lists and briefly describes all significant, high-level system requirements and procurement/acquisition requirements based on the selected configuration alternative. The consultant shall deliver this stakeholder requirements document to DPW&T for review.

Following this review, the consultant and DPW&T shall discuss the stakeholder requirements document and any adaptations necessary to the requirements. The consultant shall develop and submit a final stakeholder requirements document as well as an overall project schedule.

#### *PREPARATION OF CAD/AVL SYSTEM TECHNICAL SPECIFICATION*

Using the final stakeholder requirements document, the consultant shall develop the required technical specification and assist with the review of the associated procurement/acquisition documents.

Without limiting the generality of the foregoing description, the consultant shall, specifically:

- a. Develop draft technical specification document for the reconfiguration or replacement of DPW&T's CAD\AVL system. The technical specification shall also include the requirements for onboard vehicle passenger Wi-Fi and an update to the existing farebox system to support the MetroCard replacement, which are possibilities that the County may wish to pursue.
- b. Update the draft technical specification document and submit the final technical specification following the DPW&T review and receipt of DPW&T comments.
- c. Review and provide comments on County-developed procurement/acquisition documents.
- d. Assist DPW&T with developing the overall procurement/acquisition schedule, within the context of the overall project schedule developed as part of this Phase 2.
- e. Update the cost estimate for the System Integration Project based on the final technical specification.

### PHASE 3 – PROCUREMENT SUPPORT

Following the issuance of the procurement/acquisition documents, consultant shall assist DPW&T in the review of submitted vendor response(s) to the procurement/acquisition documents.

Without limiting the generality of the foregoing description, the consultant shall, specifically:

- a. Attend a one day meeting at DPW&T offices in Westchester County, NY to support preproposal conference or sole source vendor discussions.
- b. Assist DPW&T with responding to requests for clarification received from the potential system vendor(s). Consultant should assume one round of up to 100 vendor requests for clarification.
- c. Assist DPW&T with preparing any amendments and/or addenda to the issued procurement/acquisition documents that the consultant and/or the County may, subsequent to issuance of the original documents, determine to be necessary.
- d. Review the proposal(s) received by the County.
- e. Develop questions and comments to the received proposal(s).
- f. Provide negotiations support assistance to DPW&T.

### PHASE 4 – CONTRACT MANAGEMENT ASSISTANCE

Consultant shall assist DPW&T program team members to support product delivery. The consultant will assign a qualified project manager to support the work of this task.

Without limiting the generality of the foregoing description, the consultant shall, specifically, provide contract management assistance that includes support in the following areas:

- a. Attend a kick-off meeting one-week from award of contract to establish roles and timelines (in light of the overall project schedule developed in Phase 2).
- b. Direct the work for detailed work plans and schedules (in light of the overall project schedule developed in Phase 2).
- c. Direct and maintain any necessary communications with the selected system vendor and DPW&T personnel.

- d. Coordinate all System Integration Project activities.
- e. Develop, update and track a System Integration Project action item list that maintains focus on all project action items.
- f. Develop agendas for, and host, weekly or bi-weekly project teleconferences with the system vendor and DPW&T staff.
- g. Attend design review meetings.
- h. Attend system test events.
- i. Review of each request from system vendor for an amendments to its contract.
- j. Review system vendor-supplied technical and programmatic document(s).
- k. Review and comment on system vendor-submitted progress reports.
- l. Review system vendor-submitted progress reports regarding the design, installation, and acceptance of the system.
- m. Review all technical designs and software from the system vendor(s) for compliance with the solicited scope(s) of work.
- n. Provide technical oversight for the installation of all software and hardware on all DPW&T vehicles, including monitoring all installations and testing.
- o. Provide technical oversight for the installation of all software and hardware on all DPW&T properties, including monitoring all installations and testing.
- p. Review As-Built documentation submitted by the system vendor to determine that they are true representations of the installed systems and ensure their compliance with all applicable codes and standards.
- q. Confirm and 'sign-off', to the County, on all technical matters relating to the installation, testing, and implementation of the system, so that the County has assurances before the County, itself, provides any such 'sign-offs' to the vendor(s).
- r. Review and approve all testing procedures and witness tests as necessary to determine the system vendor work delivered meets the established system requirements.
- s. Review and approve all training plans and materials to determine the system vendor work delivered ensure meets the established system requirements.
- t. Conduct status meetings with the system vendor and provide written progress reports to DPW&T as necessary.

### C.) ANTICIPATED TERM

The term of any agreement resulting from this RFP is anticipated to be for a term of five (5) years, commencing on or about April 1, 2017. However, the County desires to proceed with, and conclude, all of the solicited work as quickly as reasonably possible, in order to ensure that the County has migrated from UHF T-Band, and has integrated its systems in the manner described above, by any deadline set by federal law or regulation for such migration. Therefore, proposers should not view the above-specified anticipated term of five (5) years as being indicative of the County's desired timeline/timeframe for the solicited work.

### D.) PROPOSAL CONTENT

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

- 1.) Proposer Certification (Section IV)
- 2.) Proposal, containing the proposer's responses to the questions outlined in Schedule "A", and cost proposal, using the form in Schedule "B".
- 3.) Schedule "D": Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
- 4.) Schedule "E": Certification Regarding Business Dealings with Northern Ireland
- 5.) Schedule "F": Disclosure of Relationships to County
- 6.) Schedule "G": Criminal Background Disclosure

Please be advised that proposals must conform to the following guidelines:

- 1.) Proposals **MUST** be signed with **ORIGINAL SIGNATURES** on **ALL DOCUMENTS** that require signatures.

The proposal must contain a cover letter, written on the proposer's letterhead, that 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 statements or have an unsigned cover letter will be rejected.

- 2.) Proposals must be typed or printed in black ink. All corrections made by the proposer must be made prior to the due date for proposals, and must be initialed and dated by the proposer. No changes will be allowed after the due date for proposals.

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

### **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, 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;
- 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;
- To select the proposal from a responsible proposer that is most advantageous to the County and not necessarily on the basis of price or any other single factor or criterion;
- 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.

## **B.) EVALUATION CRITERIA**

In selecting a proposer with whom to commence contract negotiations, and in ultimately awarding this RFP, the County will choose the proposal from a responsible proposer that is most advantageous to the County, and otherwise in accordance with the County's Procurement Policy.

In order to determine what proposal is most advantageous, the County will evaluate all proposals on the basis of the criteria specified below, and weigh those criteria in the manner specified below. As indicated below, while the costs associated with the services will be one of the criteria, it is not the sole criterion.

- 1.) Weighted 40%: Experience, Qualifications, and Financial Details –
  - a.) Amount of direct experience with bus transit communications of bus systems similar to those of the County (i.e., a fleet of approximately 300 vehicles or more, using systems such as those described in this RFP).
  - b.) Amount of direct experience with Xerox OrbCAD system; two-way voice and data communications interfaces with CAD/AVL systems; voice and data radio system design, installation, and testing; commercial carrier data exchange with CAD/AVL systems; CAD systems; GPS-based AVL; data exchange with a fixed-route scheduling system; onboard passenger Wi-Fi systems; MetroCard farebox system interfaces to onboard Xerox equipment; experience with the cutover of operational systems; and/o FCC regulations (collectively, the “Important Items”).
  - c.) Experience and qualifications of the proposed key personnel to be assigned to the project, including their direct experience with bus systems similar to the County’s, their direct, their direct experience with bus transit projects of similar content and scope, and their availability for the project, their experience with the Important Items, and their résumé.
  - d.) The proposer's financial responsibility, strength, and stability
  
- 2.) Weighted 40%: Understanding of the System Integration Project and Proposed Technical Approach –
  - a.) Demonstrated thorough understanding of the overall requirements of the System Integration Project, and each of the phases of the project that are specified in Section II(B) of this RFP.
  - b.) Well synthesized work plan that demonstrates a thorough understanding of the effort that will have to be involved and provides a realistic approach to performing all of the work solicited, in accordance with the terms of RFP.
  
- 3.) Weighted 20%: Proposed price.

### **C.) CONTRACT**

After selection of the successful proposer, 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:

1.) INSURANCE, INDEMNIFICATION, AND DEFENSE

“The Contractor agrees to procure and maintain 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, caused by, or resulting from the 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; 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.”

*See: Schedule “C” to this RFP for the “Standard Insurance Provisions”.*

2.) 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.”

### 3.) 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.”

### 4.) 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 Commissioner. 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.”

### 5.) FUNDING AND APPROPRIATIONS

The parties also 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."

#### **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.

#### **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.) 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.

**G.) 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 which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, all proposers are required to complete the questionnaire attached to this RFP as Schedule "D."

**H.) 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".

**I.) 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".

**J.) CRIMINAL BACKGROUND DISCLOSURE**

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

**K.) INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with this proposal:

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

**L.) 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.

**M.) AUTHORITY TO DO BUSINESS IN NEW YORK**

Any foreign business entity must 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 NEW YORK        )  
  ) ss.:  
COUNTY OF                    )

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

Date: \_\_\_\_\_

\_\_\_\_\_

Notary Public

**SOLE CORPORATE OFFICER ACKNOWLEDGMENT**

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned,  
personally appeared \_\_\_\_\_,  
(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 executed the same in his/her capacity as

President and sole officer and director of \_\_\_\_\_,  
(Name of Corporation)

the corporation described in and which executed 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 \_\_\_\_\_,  
(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 executed the same in his/her capacity as

Managing Member and sole member of \_\_\_\_\_,  
(Name of LLC)

the LLC described in and which executed 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, \_\_\_\_\_,  
(Officer other than officer signing document for the corporation)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_ a corporation duly  
(Name of Corporation)

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 NEW YORK     )  
  ) 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 executed 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 execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
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 \_\_\_\_\_; that  
(Name of State)

\_\_\_\_\_ who signed said the document on behalf of the LLC  
(Person signing the document)

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 NEW YORK     )  
  ) 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 executed 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 execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
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 proposer for the purposes therein mentioned.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK     )  
  ) 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 executed 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 execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

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



## SCHEDULE "A"

On one or more separate sheets of paper, please answer each question listed below. Please be sure to thoroughly answer each question and provide all necessary information.

1. Please provide all of the following information:
  - a. Proposer's Name
  - b. Proposer's Address
  - c. Proposer's Telephone
  - d. Proposer's Fax
  - e. Proposer's Federal ID Number
  - f. Proposer's Designated Contact Person's Name and Title
  - g. Proposer's Contact Person's Telephone (if different than proposer's telephone)
  - h. Proposer's Contact Person's Email Address

2. Please describe the proposer's direct experience with bus transit communications of bus systems similar to those of the County. Please be sure to specify both the amount of experience and particulars about the type of experience, including details about the bus systems involved.

In your response, please also be sure to specify any and all experience with the following (collectively, the "Important Items"):

- Xerox's OrbCAD system;
  - Two-way voice and data communications interfaces with CAD/AVL systems;
  - Voice and data radio system design, installation, and testing;
  - Commercial carrier data exchange with CAD/AVL systems; CAD systems; GPS-based AVL;
  - Data exchange with a fixed-route scheduling system;
  - Onboard passenger Wi-Fi systems;
  - MetroCard farebox system interfaces to onboard Xerox equipment;
  - Experience with the cutover of operational systems; and
  - FCC regulations.
- 3.) For the proposer's proposed key personnel who would be assigned to the System Integration Project, please describe those persons' direct experience with bus systems similar to the County's and projects similar in content and scope to the System Integration Project. As in question #2, please be sure to specify both the amount of experience of such persons and the particulars about the type of experience, including the bus systems involved.

Again, as in question #2, please be sure to specify any and all experience of such persons with the Important Items. Please also provide a résumé for each of the key personnel and ensure that each such résumé reflects the experience describe in your narrative response to this question.

For the proposer's proposed project manager, in particular, please provide responses to the above questions that demonstrate that the person has the requisite experience in acting as the

proposer's representative for the contract management portion of this project (see: Phase 4, in Section II(B), above).

- 4.) Please describe the proposer's financial responsibility, strength, and stability. Please provide documentation sufficient to demonstrate said financial responsibility, strength, and stability.
- 5.) Please describe the proposer's understanding of the overall requirements of the System Integration Project, as well as each of the phases of the project that are specified in Section II(B) of this RFP.
- 6.) Please describe the proposer's proposed work plan for the System Integration Project. Please be sure that the proposed work plan demonstrates a thorough understanding of the effort that will have to be involved and provides a realistic approach to performing all of the work (both in total, and in each of the phases described in Section II(B) of this RFP) that is being solicited by this RFP.

---

**Each proposer must use the price proposal form (Form B-1)  
on the following page to prepare its price proposal.**

[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "B"**  
**PRICE PROPOSAL SHEET**

Phase 0

Please identify the total cost to the County for the Phase 0 Scope of Work identified in the RFP inclusive of all expenses and fees: \$ \_\_\_\_\_ flat fee

Phase 1

Please identify the total cost to the County for the Phase 1 Scope of Work identified in the RFP inclusive of all expenses and fees: \$ \_\_\_\_\_ flat fee

Phase 2

Please identify the total cost to the County for the Phase 2 Scope of Work identified in the RFP inclusive of all expenses and fees: \$ \_\_\_\_\_ flat fee

Phase 3

Please identify the total cost to the County for the Phase 3 Scope of Work identified in the RFP inclusive of all expenses and fees: \$ \_\_\_\_\_ flat fee

Phase 4

Please identify the total cost to the County for the Phase 4 Scope of Work identified in the RFP inclusive of all expenses and fees: \$ \_\_\_\_\_ flat fee

ADDITIONAL WORK

Additional work items may be revealed during the course of the project that may be beyond the defined Phases (0 through 4). Proposers shall provide an hourly rate for additional services not covered: \$ \_\_\_\_\_ / hour

[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "C"**  
**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 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 County of Westchester.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[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 corporation, 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 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: \_\_\_\_\_

Signature: (Authorized Representative) \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE "F"**

Contract #: \_\_\_\_\_  
Name of Contractor: \_\_\_\_\_

**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**<sup>1</sup> 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: \_\_\_\_\_

<sup>1</sup> "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.<sup>1</sup> 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.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

---

<sup>1</sup> 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.

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 Officer<sup>2</sup>. 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.

---

<sup>2</sup> 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(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*

Contract #: \_\_\_\_\_  
Name of Consultant, Contractor, Lessee, or Licensee: \_\_\_\_\_

**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