

THIS AGREEMENT ("Agreement"), made this 15th day of December, 2021,
by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

WIDENER-BURROWS & ASSOCIATES, INC., d/b/a **WBA RESEARCH**, having an office and principal place of business at 4200 Parliament Place, Suite 200, Lanham, MD 20706 (hereinafter referred to as the "Consultant")

WITNESSETH:

WHEREAS, the County, acting by and through its Department of Parks, Recreation and Conservation ("Department") and its Department of Planning, issued a Request for Proposals on May 21, 2021, has solicited the services of a consultant to identify and develop information regarding the usage of its recreational facilities and the recreation needs and desires of County residents. After a thorough review and evaluation process, the Westchester County Board of Acquisition and Contract approved a resolution granting authority to enter into this Agreement; and

WHEREAS, the County desires to obtain professional consultant services in connection with the development, distribution and tabulation of a 2022 Westchester County Residents Recreation Preferences Survey with a full study report, in order to assist the County in identifying and developing information and decision-making regarding the usage of County recreational facilities and the recreational needs and desires of County residents; and

WHEREAS, the Consultant desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Consultant shall furnish professional services in connection with the development, distribution and tabulation of a 2022 Westchester County Residents Recreation Preferences Survey with a full study report, as provided and more fully described in Schedule "A" which is attached hereto and made a part hereof (hereinafter referred to as the "Services").

SECOND: The term of this Agreement shall commence on December 1, 2021 and terminate on March 31, 2023.

THIRD: For the Services provided pursuant to Paragraph "FIRST", the Consultant shall be paid an amount not to exceed ONE HUNDRED THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$135,000.00),

Any and all requests for payment to be made, including any request for partial payment made in proportion to the Services provided, shall be submitted by the Consultant on properly executed payment vouchers of the County and paid only after approval by the Commissioner or her Designee. In no event shall final payment be made to the Consultant prior to completion of all Services, the submission of reports and the approval of same by the Commissioner or her Designee.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the Services rendered or the work to be performed hereunder.

The Consultant shall properly maintain a detailed daily log relative to the Services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall include, but not be limited to, the following:

1. Date
2. Names of employees rendering Service
3. Nature of Service rendered
4. Required time expended

FOURTH: 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 Consultant then the Consultant 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 Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

FIFTH: The Consultant shall issue progress reports to the County as the Commissioner may direct and shall immediately inform the Commissioner or her Designee in writing of any cause for delay in the performance of its obligations under this Agreement.

SIXTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. At the request of the County, the Consultant shall provide copies (either electronic or hard copies) as specified of such books and records to the County for review. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Consultant fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The Consultant further agrees to permit designated employees or agents of the County reasonable on-site inspection of the Services being performed by the Consultant under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Consultant to the contrary, the Consultant shall retain all financial records related to this Agreement for a period of six years after the expiration or termination of this Agreement.

In addition to any other remedies it may have, the County shall have the right to deduct from future contract payments under any contracts the County may have with Consultant any funds the County may determine are owned to the County under this Agreement.

SEVENTH: (a) The County, upon ten (10) days' notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for Services already rendered under this Agreement prior to the effective date of termination.

(b) The County, upon thirty (30) days' notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates

specified in Schedule "A." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Consultant shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Services rendered by the Consultant prior to the date of termination, it is understood and agreed that the Commissioner or his Designee shall determine the value of such Services rendered by the Consultant. Such reasonable and good faith determination shall be accepted by the Consultant as final.

(c) In the event the Commissioner or his Designee determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for thirty (30) days after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Notice hereunder shall be effective on the date of mailing.

EIGHTH: All records compiled by the Consultant in completing the Services described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records but shall not release the information contained therein without the written consent of the Commissioner or his Designee.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Consultant are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to

obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to 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 Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

NINTH: The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of this Agreement without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties or assignment of rights under 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 subconsultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Services performed by a County-approved subconsultant shall be deemed Services performed by the Consultant and the Consultant shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Services shall expressly reference the subconsultant's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Consultant. The Consultant shall obtain a written acknowledgement from the owner and/or chief executive of subconsultant or his/her duly authorized representative that the subconsultant has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Consultant shall include provisions in its subcontracts designed to ensure that the Consultant and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subconsultant necessary to review the subconsultant's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Consultant shall submit to the Commissioner a letter signed

by the owner and/or chief executive officer of the Consultant or his/her duly authorized representative certifying that each and every approved subconsultant is in compliance with the material terms and conditions of the Agreement.

TENTH: (a) The Consultant shall not render Services to the County unless the Consultant has filed an instrument in the form attached as Schedule "B" with the Westchester County Clerk.

(b) The Consultant further represents that, as a material element of this Agreement, and prior to the rendering of any Services to the County, it has filed with the Westchester County Clerk the instrument required pursuant to Section 883.21 of the Laws of Westchester County.

The Consultant further represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

ELEVENTH: The Consultant shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Consultant's performance under this Agreement and the Consultant as an employer of labor or otherwise. The Consultant shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, sub-consultants and others employed to render the services hereunder.

TWELFTH: The Consultant 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.

THIRTEENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of, and to the extent attributable to, the negligent acts or omissions or willful misconduct of the Consultant, or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, and to bear all other costs and expenses related thereto.

(c) In the event the Consultant 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 Consultant 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.

FOURTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Services or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

FIFTHTEENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by overnight mail, or registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County: Commissioner
 Department of Parks, Recreation and Conservation
 450 Saw Mill River Road
 Ardsley, New York 10502

with a copy to: County Attorney
 Michaelian Office Building, Room 600
 148 Martine Avenue
 White Plains, New York 10601

To the Consultant: Widener-Burrows & Associates, Inc., d/b/a WBA Research
 4200 Parliament Place, Suite 200
 Lanham, MD 20706

SIXTHTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

SEVENTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon,

under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

EIGHTEENTH: The Consultant recognizes that this Agreement does not grant the Consultant the exclusive right to perform the services for the County and that the County may enter into similar agreements with other Consultants on an "as needed" basis.

NINETEENTH: 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 owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. The Consultant agrees to complete the Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women, which is attached hereto and made a part hereof as Schedule "D".

TWENTY: Attached hereto and forming a part hereof as Schedule "E" is a questionnaire entitled "Required Disclosure of Relationships to County." The Contractor agrees to complete and sign said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Contractor agrees to notify County in writing within ten (10) business days of such event.

TWENTY-ONE: 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, the Contractor agrees to complete the questionnaire entitled Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans attached hereto as Schedule "F," as part of this Agreement. "

TWENTY-THREE: The Consultant agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "G" which is hereby incorporated by reference.

TWENTY-FOUR: All payments made by the County to the Consultant will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Successful Consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "H." Payments will be automatically credited to the Consultant's designated bank account at the Consultant's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Consultant to the Department of Parks, Recreation and Conservation prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Consultant that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

TWENTY-FIVE: Pursuant to Section 310.01 of the Laws of Westchester County, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form contained in Schedule "I," which is entitled, "Certification Regarding Business Dealings with Northern Ireland."

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

TWENTY-SIX: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-SEVEN: The Consultant shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

TWENTY-EIGHT: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The County of Westchester and the Consultant have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____



Kathleen M. O'Connor
Commissioner of Parks, Recreation and
Conservation

**WIDENER-BURROWS & ASSOCIATES, INC.,
d/b/a WBA RESEARCH**

By: _____



(Name and Title)

S. Renee Henley
President/CEO, WBA Research

Authorized by the Board of Acquisition and Contract of the County of Westchester on the 9th day of December, 2021.

Approved: _____



01.21.2022

Assistant County Attorney
The County of Westchester
WBAResearchAgree.cmc.12.20.2021.docx

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 4th day of January in the year 2022 before me, the undersigned, personally appeared S. Renee Henley, 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: 1/4/22

Sally Franki
Notary Public



CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Allison Booker
(Officer other than officer signing contract)

certify that I am the Executive Vice President of
the Widener-Burrows & Associates, Inc. (dba WBA Research)
(Name of Corporation)

a corporation duly organized and in good standing under the State of Maryland Department of Assessments and Taxation
(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that S. Renee Henley
(Person executing agreement)

who signed said agreement on behalf of the Widener-Burrows & Associates, Inc. (dba WBA Research)
(Name of Corporation)

was, at the time of execution President/CEO
(Title of such person)

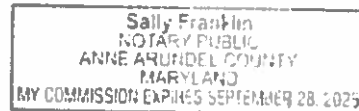
of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Allison Booker
(Signature)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the 4th day of January in the year 2022 before me, the undersigned, a Notary Public in and for said State, Maryland 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 613 Debaugh Ave Towson MD 21204, 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.

Sally Frank
Notary Public
Date 1/4/22



SCHEDULE "A"
SCOPE OF SERVICES

WBA Research
4200 Parliament Place
Suite 200
Lanham, MD 20706
www.WBAresearch.com

Contact:
S. Renee Henley
President / CEO
RHenley@WBAresearch.com
(o) 410.721.0500
(f) 301.459.2500



Proposal

**2021 WESTCHESTER COUNTY RESIDENTS
RECREATION PREFERENCES SURVEY**
(Revised 10/29/2021)

Prepared for:
Westchester County
Department of Planning
148 Martine Avenue
White Plains, NY 10601

Revised proposal issued:
October 29, 2021

Proposal valid to:
April 29, 2022

This proposal and supporting materials contain confidential and proprietary business information of WBA Research. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties.

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I. OVERVIEW

Westchester County Parks maintains an 18,000-acre system that includes six public golf courses, swimming pools, beaches, hiking/biking trails, nature preserves, Playland family amusement park and the County Center, an indoor entertainment and civic center. In 2008, the County commissioned a Residents Recreation Preferences Survey. That survey presented information on uses of the County park system, types of recreational activities county residents enjoy and want developed, and what County facilities residents are familiar with and visit. As the County population continues to change in its ethnic and age composition, residents may become interested in different recreational activities, which may require changes in park facilities and capital investment. Additionally, the COVID-19 pandemic has brought a significant increase of use to the park system.

The County wants to respond according to these changes in order to make strategic investments in maintaining and improving its parks. It is also important for the County to obtain information from its residents regarding their use of County facilities, what they think about those facilities and how more residents can be attracted to use County recreational facilities.

Westchester County is interested in hiring a consultant to conduct a six-part study to support decision making regarding park investment strategies:

1. ***Survey of Westchester County residents*** regarding their familiarity and use (or non-use) of the County park system and facilities, types of recreational activities they enjoy and want developed, perceptions of benefits offered by the parks system. To conduct this study, WBA recommends an Address-Based Sampling (ABS) approach, described on pages 14-15.
2. ***Analysis of existing park user data*** obtained by the Department of Parks, Recreation and Conservation to gain a better understanding of non-County users and possibly help the County access regional funding sources.
3. ***Conduct a count of bicycle and pedestrian trailway usage*** in peak and non-peak seasons.
4. ***Develop and beta test a long-term QR code continuous survey and feedback system*** for park kiosks and trailheads.

What follows is the WBA Research team's proposal to address these objectives.

II. TEAM BACKGROUND AND CREDENTIALS

The WBA team offers a uniquely relevant mix of experience with needs assessment surveys in support of planning and development strategies, as well as community engagement consulting.

wba RESEARCH Widener-Burrows & Associates, Inc. (dba WBA Research) is a full-service market research firm located just off the Washington, DC beltway in Lanham, Maryland. WBA has an in-house project management team of 18 professionals, including Project Managers, Focus Group Moderators, Data Processing and Coding staff, a Field Director, and a Telephone Center Director. In addition, our field staff includes more than 50 professional Telephone Interviewers, On-site Interviewers, and Focus Group Recruiters.

We pride ourselves on being a firm that is large enough to serve any market research need a client may have, but still able to focus on consistent, personalized service. We work individually with each client to determine the research approach that will best meet their needs, utilizing a full range of quantitative and qualitative techniques, including:



Telephone



Online



Mail



Intercept



Focus Groups



Online
Qualitative



In-Depth
Interviews



Multi-Mode

WBA Research was founded in 1987, and in 2017 company veteran Renée Henley took over as majority owner and President/CEO. WBA is registered as a C Corporation in the State of Maryland, and as a woman-owned small business, we are certified as a DBE in our home state of Maryland, as well as a WBE in the State of New York.

CIRQ (the Certification Institute for Research Quality), an International Standards Organization (ISO) audit and certification subsidiary of the Insights Association, has awarded WBA Research certification for compliance to ISO 27001, one of the most widely recognized and internationally accepted information security standards. WBA's Overall Privacy Policy can be found at www.WBAresearch.com/privacy policy.



In addition, our experience in the healthcare industry and high standards of quality were first recognized in 1999 by the National Committee for Quality Assurance (NCQA), as WBA was certified to conduct HEDIS¹/CAHPS² Surveys. WBA continues to be one of a limited number of research firms to be certified by NCQA. We commit these same standards of quality to our studies across all industries.

¹ HEDIS[®] is a registered trademark of the National Committee for Quality Assurance (NCQA).

² CAHPS[®] is a registered trademark of the Agency for Healthcare Research and Quality (AHRQ).

WBA has vast experience conducting studies to determine the needs of residents, visitors, riders, users, or other groups of interest for a variety of agencies and organizations in the public and private sectors throughout the United States. Transportation is an industry that is continually assessing the public's needs. From large urban systems to smaller rural services to interstate transit services, we have conducted studies for various transportation modes, including bus, subway, light and heavy rail, pedestrian and bicycle, ferry, paratransit service and air travel on topics such as:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Perceptions of service from both riders and non-riders • Transportation planning • New service development • Rider satisfaction • Communications studies (e.g., effectiveness studies on advertising, signage, on-board, system announcements, and app usage) | <ul style="list-style-type: none"> • Ridership profiles (including data collection to inform Title VI reporting) • Origin & destination studies • Fare product testing • Fare impact analysis • Price elasticity studies • Ridership counts and run time checks • COVID-19 recovery studies • Mystery riding |
|---|--|

The range of projects conducted by WBA illustrates our ability to effectively utilize many techniques and methodologies that can address multiple research needs with quality standards that exceed the market research industry's norms. Some of WBA's clients include:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Amtrak • Alexandria (VA) DASH • Arlington (VA) Transit Bureau • Baltimore Metropolitan Council (BMC) • Chittenden County (VT) Regional Planning Commission (CCRPC) • Coalition for Smarter Growth (CSG) • Connecticut Department of Transportation • District Department of Transportation (DDOT) • Fairfax (VA) Department of Transportation • Green Mountain Transit (VT) • Hampton Roads Transit (HRT) • Jacksonville Transportation Authority (JTA) • King County (WA) Metro • Loudoun (VA) Transit • Maryland Aviation Administration (MAA) • Maryland Department of Transportation (MDOT) • Maryland-National Capital Park and Planning Commission (M-NCPPC) • Metropolitan Atlanta Rapid Transit Authority (MARTA) • Metropolitan Transportation Authority of New York (MTA) | <ul style="list-style-type: none"> • Metropolitan Washington Airports Authority (MWAA) • Metropolitan Washington Council of Governments (MWCOG) • Minnesota Department of Transportation (MnDOT) • Montgomery County (MD) Department of Transportation • New Jersey Transit • Niagara Frontier Transportation Authority (NFTA) • Northern Virginia Transportation Authority (NVTA) • Northern Virginia Transportation Commission (NVTC) • Southeastern Pennsylvania Transportation Authority (SEPTA) • South Jersey Transportation Planning Organization (SJTPO) • Susquehanna Regional Transportation Partnership (SRTTP) • Virginia Department of Transportation (VDOT) • Virginia Railway Express (VRE) • Washington Metropolitan Area Transit Authority (WMATA) |
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Highland Planning, located in Rochester, New York, is Western New York's premier public engagement firm, founded on the idea that better dialogue leads to better decisions. Since 2007,

Highland Planning has planned and implemented hundreds of interactive public outreach efforts designed to inform, consult, and empower community members. Our "Highland Way" of public engagement is rooted in the methodology of the International Association of Public Participation (IAP2) and includes understanding the community, creating a detailed engagement plan, managing all outreach logistics, facilitating dialogue, and documenting the results. With a toolbox of more than 100 in-person and virtual engagement techniques, including our proprietary Instant Input engagement app, Highland Planning is unequalled in our ability to tailor public involvement efforts to our clients' needs.

Our trained and experienced multi-disciplinary team of seven sets us apart from other firms that provide public engagement as an add-on. With IAP2 training in public participation planning and techniques as well as outrage and opposition management, our staff bring the skills and knowledge necessary to minimize risk and encourage actionable input. In addition, we understand how engagement fits into the larger scope of a project, thanks to our team's AICP-certified planners, marketing communications experts, and analysts.

In addition, Highland Planning offers a proprietary software solution—Instant Input—that allows public agencies to engage community members on projects they care about, quickly, and easily. With Instant Input, municipalities can share information, build relationships with citizens, get quick feedback, and move projects forward.



With over 3,000 pieces of data collection equipment, The Traffic Group's Data Collection Division serves as the foundation for our traffic engineering and transportation planning work. By understanding prevailing traffic patterns and parking conditions, we develop strategies for optimizing the efficiency of on-site and off-site transportation operations.

Through our continued work with the public sector, we collect data at roughly 100,000 count locations to provide the respective agency with the information needed to receive federal and state funding for their road systems.

Services:

- Automated Pedestrian and Bicycle Counts
- Parking Lot Occupancy and Turnover Studies
- Delay Studies (Stop and Signal)
- Gap Studies
- Travel Time Studies
- Mechanical Classification, Speed, and Volume Counts
- Non-Intrusive Classification, Speed, and Volume Counts
- Origin and Destination Studies (ALPR and Bluetooth)
- Queuing Studies
- Intersection Turning Movement Counts (Manual and Video)

Headquartered in Baltimore, Maryland, The Traffic Group has field offices in Arkansas, Maryland, New York, North Carolina, Ohio, Texas, Virginia, Washington State and West Virginia.

III. CASE STUDIES

Project: Minnesota Intercity Bus Network Study
Client: Minnesota Department of Transportation (MnDOT)
Date: 2013, 2020-2021

WBA partnered with the KFH Group to update the vision and policy basis for the MnDOT intercity bus programs, addressing the challenges and opportunities presented by changes in the bus program, federal programs, and in the state's overall public transportation vision and services.

As part of this process, in both 2013 and again in 2020-2021, WBA conducted a two-part market research program – in-person interviews among intercity bus riders and a survey of travelers within Minnesota (travelers being defined as those who have taken a trip in the past 12 months of 75 miles or more, one-way).

- In order to learn more about current intercity bus passengers, WBA professional interviewers rode on select buses throughout the state interviewing passengers. Questions included their origin & destination, why they chose to ride a bus, what their other mode options were, and their satisfaction with bus service overall and on a number of attributes.
- WBA also conducted a mixed-mode Community study, conducting interviews online and by telephone using an Address-Based Sampling (ABS) approach. This study allowed MnDOT to understand not only what current riders thought of Minnesota's intercity bus systems, but what potential riders thought:
 - Were they aware of intercity bus options?
 - Had they ever used an intercity bus?
 - What did they think of intercity buses, in particular as compared to other modes such as planes and cars?
 - How likely were they to use an intercity bus in the future?
 - How has their travel been impacted by the COVID-19 pandemic?

A total of 312 interviews were conducted with the onboard bus survey, while 641 were conducted with the Community survey.

Project: Fairfax Countywide Study
Client: Fairfax County Department of Transportation (FCDOT)
Date: 2018-2019

Between the first quarter of FY2014, shortly before Phase I of the Metrorail Silver Line began operation, and the first quarter of FY2019, Fairfax Connector experienced a 24% decline in the number of trips taken. The Fairfax County Department of Transportation (FCDOT) tasked WBA Research (WBA), in conjunction with Cambridge Systematics, with investigating this decline in ridership, with a particular focus on Lapsed Riders and Non-Riders. The objectives of this research were to:

1. Understand why residents were not riding;
2. Understand whether and to what extent this issue could be addressed, either through attracting Non-Riders and/or reconnecting with Lapsed Riders; and
3. Help FCDOT restructure or realign the service and/or take other measures to attract riders.

To address these three objectives, WBA implemented a mixed-method approach to data collection. First, because of the small proportion of Lapsed Riders to the population overall, to ensure they were represented in the research, two focus groups were conducted consisting of these riders. The focus groups allowed for an in-depth understanding of the issues faced by Lapsed Riders, why they no longer use Fairfax Connector, and what might entice them to reconsider the system. The insights of the focus groups also allowed for a streamlined questionnaire to be developed that was tailored to those insights.

The second phase of the study consisted of a survey that was written by WBA and Cambridge Systematics, with overview and approval from the FCDOT. Questions ranged from quantitative, closed-ended questions to open-ended response and covered topics from why residents no longer ride to possible incentives for riding Fairfax Connector. The questionnaire was available in English, Spanish, Korean, and Arabic. The insights gained from this phase of the study gave a quantitative lens from which to view the issue and allowed for the exploration of any trends in data.

The survey was distributed using an Address-Based Sampling (ABS) approach. A random sample of 39,000 mailing addresses was drawn from within Fairfax County. Each address was then sent a letter on FCDOT letterhead encouraging them to participate in a study *"to help develop future transportation options in the region."* The survey could be completed either online or over the telephone. To encourage participation, those who completed the survey were entered into a drawing for one of ten \$100 gift cards.

To prevent people from completing the survey multiple times and/or sharing the survey with others outside the random sample, each letter included a password that became inactive once the survey was completed. This helped to ensure the integrity of the sample.

Project: Chittenden County Transportation Survey
Client: Chittenden County (VT) Regional Planning Commission
Date: 2018

Since 2000, the Chittenden County Regional Planning Commission (CCRPC) has been conducting a countywide public opinion survey on transportation and related issues. This research has been used to support short and long-range transportation planning and to note historical shifts. The primary purposes of this study were to measure satisfaction with the region's transportation system among those who live and work in the region and to gather public opinion on where future transportation improvements should be made. Particular focus was placed on improvements for driving, bicycling, walking, and for Green Mountain Transit, the area's public transportation system.

In 2018, WBA Research, in conjunction with Steadman Hill Consulting, collected surveys from 500 residents of Chittenden County. A random sample of 8,500 mailing addresses was drawn from within Chittenden County. Each address was then sent a letter on CCRPC letterhead encouraging them to participate in an online study *"to help develop future transportation options in the region."* To encourage participation, those who participated were entered into a drawing for one of four \$100 gift cards.

This survey helped CCRPC identify key opportunities for improvement in the area's ability to provide residents with amenities that would make public transportation, driving, walking, and bicycling easier and more pleasant.

Project: Metro-North Railroad: East of Hudson and West of Hudson Market Share Studies
Client: Metro-North Railroad (MNR)
Date: 2014, 2016, 2018

In 2014, 2016, and 2018, the Metropolitan Transportation Authority (MTA) and Metro-North Railroad (MNR) conducted their market share study for their East of Hudson and West of Hudson service territory with the help of WBA Research. The overall objectives of this study were to:

- Allow the MTA and Metro-North to measure their market share in relation to other available forms of transportation (primarily the automobile) in three key market segments (commutation, weekday non-commutation, and weekend non-commutation);
- Allow the railroad to detect trends in market share among sub-segments within these markets; and
- Allow the railroad to develop action plans to address these trends.

The sampling frame included four types of sample – landline, cell phone, and online sample, along with an Address-Based Sampling (ABS) approach. Those sampled through ABS could complete the survey online, by calling WBA (using a toll-free telephone number provided), or by waiting to be called by WBA. Beyond cell phones, landline phones, and email address, ABS relies on the one thing that virtually everyone has – a home address. This means that WBA had four points of potential contact with area residents – landline and cell phone, email address, and home address – which in turn means almost the entire population is included in the sampling frame. Having a sampling frame that includes the greatest proportion of the population is critical in helping to ensure that market share is estimated accurately.

The basic requirement for qualifying for the study were to be at least 16 years of age, live in the designated study area (West of Hudson or East of Hudson), and have traveled into Manhattan themselves at least once in the past four weeks. From there, they and all other household members who are at least 16 years of age at the time of the survey were classified into one of the following four segments:

- Regular Commuters to Manhattan for Work/School (travel to Manhattan three or more times per week for work or school);
- Weekday Non-Work/Non-School Trips to Manhattan (traveled to Manhattan on a weekday at least once during the past four weeks for non-work/school purposes);
- Weekend Non-Work/Non-School Trips to Manhattan (traveled to Manhattan on a weekend at least once during the past four weeks for non-work/school purposes); and
- Infrequent Commuters to Manhattan for Work or School (travel to Manhattan less than three times a week for work or school).

Survey respondents were then asked to provide Manhattan-related travel information for themselves and each household member, with each Manhattan traveler for whom information was collected (survey respondent and other household members) counting toward each segment's quota.

WBA provided MNR with electronic copies of the weighted cross-tabulations in Word and Excel. The cross-tabulations were calculated in two ways: trip-based and respondent-based. These cross-tabulations include numerous breakdowns of various respondent segments and types and modes of travel.

Project: Bicycle/Pedestrian Connectivity Study and Black River Trail Extension
Client: Watertown-Jefferson County Transportation Council
Date: January 2021 - present

Highland Planning coordinated the public engagement process for an area-wide study of bicycle and pedestrian connections within the Metropolitan Planning Organization (MPO) boundary. The study places particular emphasis on the connection between the current Black River Trail and Fort Drum. The outreach process engaged stakeholders throughout the region through a number of public engagement techniques. Highland Planning tasks included:

-
- A comprehensive public engagement plan
 - Preliminary stakeholder interviews
 - Bike tour of potential routes
 - Public meetings

Project: State Route 13 Corridor Study
Client: Tompkins County & Ithaca Tompkins County Transportation Council
Date: 2019-2020


Highland Planning led public outreach and engagement for a study of New York State Route 13 (Route 13 Corridor Study) conducted by The Tompkins County Department of Planning and Sustainability (TCDPS) and the Ithaca-Tompkins County Transportation Council (ITCTC). The nine-mile stretch of the corridor runs along Route 13 from Warren Road (Village of Lansing) to the Village of Dryden's western boundary, and has fourteen total intersections, including five priority intersections that carry significant amounts of traffic. It is a main commuter corridor serving employment centers in the Ithaca area as well as a main freight route for trucks serving local businesses. The study aimed to provide strategic guidance for future projects and help protect the functionality and capacity of the roadway while ensuring the safety of its users. Tasks and techniques included the following:

- Pre-engagement interviews
- Drop-in session at a local café
- Extensive door-to-door outreach to businesses and residents
- Post-cards to property owners
- Variable message boards (highway)
- Multiple online surveys
- Online meetings




SHA
1,500
annual counts
22 years of service
and ongoing


 **Metropolitan Washington
Council of Governments**
200
annual counts
4 years of service
and ongoing


 **OHIO DEPARTMENT OF
TRANSPORTATION**
2,000 annual counts
3 years of service
and ongoing


 **Mid-Ohio
Regional Planning
Commission**
 **morpc**
50
annual counts
3 years of service
and ongoing

 **Texas
Department
of Transportation**
80,000
annual counts
10 years of service
and ongoing

 **NEW YORK
STATE
DEPARTMENT OF
TRANSPORTATION**
6,700
annual counts
23 years of service
and ongoing

 **Adirondack
Glens Falls
Transportation
Council**
A/GFTC
75
annual counts
3 years of service
and ongoing

 **CITY OF ALLEN
PARKS & RECREATION**
136
annual counts
3 years of service
and ongoing

 **SMTC** **Syracuse
Metropolitan
Transportation
Council**
100 annual counts
10 years of service
and ongoing

**GENESEE
TRANSPORTATION
COUNCIL**
250
annual counts
6 years of service

METROCOG
1000 MEMBERS METROPOLITAN COUNCIL OF GOVERNMENTS
384
annual counts
1 year of service

IV. REFERENCES

WBA Research Client References	Highland Planning Client References
<p>1. Megan Neeck Transit Program Coordinator Office of Transit & Active Transportation Minnesota Department of Transportation (MnDOT) 395 John Ireland Blvd. St. Paul, MN 55155 (651) 366-4174 megan.neeck@state.mn.us</p>	<p>1. Buffalo Billion Implementation Technical Assistance / Western New York Consolidated Funding Application (CFA) Technical Assistance Laura Quebral, Director University at Buffalo Regional Institute (UBRI) UB Downtown Gateway 77 Goodell Street, Suite 302 Buffalo, NY 14203 (716) 878-2440 lquebral@buffalo.edu</p>
<p>2. Kala Quintana Head of Marketing Fairfax County Department of Transportation (FCDOT) 4050 Legato Road, Suite 400 Fairfax, VA 22033 (703) 877-5815 Kala.Quintana@fairfaxcounty.gov</p>	<p>2. City of Rochester Southeast Area Street Liaison Services Nancy Johns Price, Administrator City of Rochester Neighborhood Service Center 320 North Goodman Street, Suite 209 City of Rochester, NY 14607 (585) 428-8814 Nancy.Johns-Price@CityofRochester.gov</p>
<p>3. Peter Keating Senior Transportation Planner Chittenden County (VT) Regional Planning Commission 110 West Canal Street, Suite 202 Winooski, VT 05404 802.846.4490 pkeating@ccrpcvt.org</p>	<p>3. Regional Transit Service System Redesign Study (Reimagine RTS) Megan Morsch, Vice President Marketing and Customer Service RTS Monroe County 1375 East Main St. Rochester, NY 14609 (585) 506-2336 mmorsch@myRTS.com</p>
<p>3. Samantha Hawkins Manager, Market Research Metro North Railroad 420 Lexington Ave. 12th Floor New York, NY 10170 (212) 340-3016 shawkins@mnr.org</p>	<p>4. North Union Street Transformation Project Mayor William J. Aiello City of Olean 101 East State Street Olean, NY 14760 (716) 376-5615 waiello@cityofolean.org</p>

V. PROPOSED STAFFING AND PROJECT ORGANIZATION

The WBA Research team is proposing staff that has direct experience performing exactly the kind of work requested by the County. We are proposing a number of staff in order to be able to respond to the various tasks involved in this project. This section includes a brief summary of primary and support personnel. A resume for each individual is included in the Appendix.

Renée Henley

President and CEO, WBA Research



Renée will serve as the project principal and a primary point of contact for the County. In addition to her role overseeing all corporate management, as well as building and sustaining successful client relationships, she also stays actively involved in issues related to every day project management. Renée is also an experienced professional focus group moderator. With more than 25 years' market research experience, Renée's expertise includes custom quantitative and qualitative methods, including telephone, online, mail, on-site, focus groups, IDIs, and online qualitative. In addition, Renée has extensive experience conducting all HEDIS/CAHPS® surveys.

Renée joined WBA after graduating magna cum laude from the Morrissy Scholar Honors Program at the College of Notre Dame of Maryland, where she earned a Bachelor of Arts degree in Business Administration with a concentration in Marketing and French minor. In 1998, Renée successfully completed the Marketing Research certification program offered by the University of Georgia and the Marketing Research Association.

William Bohner

Research Director, WBA Research



Billy will be responsible for the day-to-day management of the project and will serve as a primary point of contact for the County. Billy joined WBA in 2016 and was promoted to Research Director in 2020. As a member of the project management team, he is substantially involved in managing all phases of the research process from client communication and questionnaire development through preparation of study results and analysis. His chief responsibility is monitoring the day-to-day progress of each project—during data collection, data processing, and analysis—ensuring accuracy and responding to the changing needs of each study.

Billy is passionate about working closely with clients in all industries to understand their objectives and develop custom research that delivers actionable insights. Billy has experience using both quantitative and qualitative methodologies to conduct research for clients in a variety of industries including public transportation and healthcare. Billy graduated magna cum laude from the University of Pittsburgh in 2016 with degrees in Psychology and Sociology.

Rebecca Wesley
Research Associate, WBA Research



Rebecca will support Billy with day-to-day management of this study. Since joining WBA in February 2021, Rebecca has been involved in all parts of the research process from questionnaire development to preparing client deliverables in industries ranging from public transportation to healthcare. On a daily basis, Rebecca aids in the progress of each project through quality checking questionnaires, survey programs, data sets, cross tabulations, and client deliverables. She also works with Coding, Data Processing, Field, Phone Center, and Senior Project Management staff daily to ensure the quality and success of each project.

Rebecca graduated from the University of Maryland (UMD) in May 2020. She majored in Mathematics, with a specialization in Statistics.

Jeff George
Senior Vice President, WBA Research



As the head of the Project Management and Data Management departments, Jeff works with all WBA staff to ensure workflow and accuracy. He advises project management and phone center staff with regard to survey structure and flow, sample size and requirements, and sample management. He ensures that WBA's data collection tools are up to current standards and reflect best practices in data gathering and user experience. Jeff is also responsible for statistical analysis including market segmentation, factor analysis, regression and more.

Jeff is the system administrator for the Linux network. He selects outside data processing vendors and oversees hiring and training of data and project management staff. He also manages WBA's Information Security Management System (ISMS) and is responsible for WBA's ISO27001 certification.

Jeff graduated Summa Cum Laude from Towson State University with a Bachelor of Science in Psychology. He has completed the Principles of Marketing Research course offered by the University of Georgia.

Susan Charland
Planning Director and COO, Highland Planning



Susan brings over 15 years of planning experience, specializing in economic development, economic/market analysis, and policy development. She also specializes in strategic meeting facilitation and public engagement techniques tailored to planning and economic development projects. Prior to joining Highland Planning, Charland held the position of Project Manager at ECONorthwest, an economics consulting firm headquartered in Portland, Oregon. She later served as a Detroit Revitalization Fellow and Program Manager with the Downtown Detroit Partnership, where she managed the formation of a \$4M business improvement district in downtown Detroit.

With a focus on innovative engagement processes and effective evaluation techniques, Charland draws on her planning and economic development experience throughout the US to help clients achieve advanced planning goals.

Christopher Dunne
Senior Planner, Highland Planning



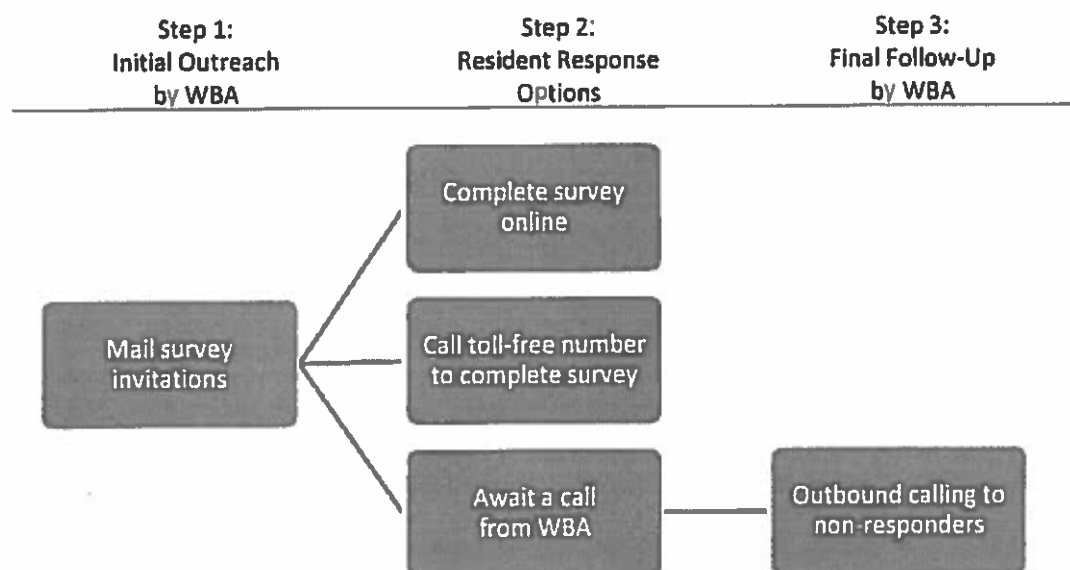
Christopher earned his Masters in Public Administration from UMass Boston where he received a John W. McCormack Scholarship. Since joining Highland Planning in 2018, he has served as project manager for Monroe County's regional transit system redesign planning study, the NFTA MetroRail Expansion Project, and the Herkimer-Oneida System-wide Analysis for Transit-Based Transportation Connections. Christopher is skilled at managing large-scale projects and conducting market analyses. He enjoys learning about different transit systems and transportation demand management.

VI.1. METHODOLOGY – SURVEY OF WESTCHESTER COUNTY RESIDENTS

Kickoff Meeting. WBA believes in conducting project kickoff meetings to validate the objectives of the research and discuss the work plan among all key players. This meeting provides a vehicle for questions to be addressed from both the County's and the WBA team's perspective. WBA has found the kickoff meeting process to be very helpful in the success of many projects. This meeting can be conducted via a virtual conferencing platform, or if preferred WBA can travel to attend the meeting in person in which case all travel will be billed at cost. After the kickoff meeting, WBA staff will synthesize notes taken and create a final project timeline with major milestones. The timeline will allow all individuals involved with the project to be aware of commonly agreed upon dates and responsibilities.

Sampling Plan. Westchester County covers an area of 450 square miles, consisting of 45 municipalities across 3 regions: North, Central and South. Our goal will be to draw a representative sampling of the County's population within each region, and as a whole. We will target **750 completed surveys**, with individual goals of 250 per region. By collecting an ample number of completed surveys in each region, regardless of relative population, this will allow for sound analysis at the region level. The combined total data will then be weighted to be representative of the county as a whole. A total sample size of 750 is well within the desired level of statistical validity (± 3.6 percentage points at the 95% confidence level).

One of the key issues facing the research industry today is the prevalence of cell phones serving as primary phones. Furthermore, the telephone is no longer the primary communication portal for some people; rather, these people are best reached online. This means that researchers can no longer rely on using landlines and traditional telephone studies. With this in mind, we recommend using a combination of mail, landline, cell phone, and online approaches – otherwise known as an **Address-Based Sampling (ABS)** approach.



- Beyond cell phones, landline phones, and email address, ABS relies on the one thing that virtually everyone has – a home address. This means that the County will have three points of potential contact with Westchester County residents – landline, cell phone, and home address – meaning that almost the entire population will be included in the sampling frame. Residents then have two ways by which they could complete the survey – by telephone or online. Having a sampling frame that includes the greatest proportion of the population is critical in helping to ensure that the attitudes of the entire County’s population are estimated accurately.

With a goal of completing 750 surveys, we will start by pulling a random sampling frame of 15,000 residential addresses. The process will begin with letters being mailed to all addresses in the sample frame. The letter invitations will be designed by WBA and subject to the County’s approval. Both the outbound envelope and the letter should bear an official County logo in order to add legitimacy to the study. The letter will introduce the study, explain its purpose, and offer three means of completing the survey:

1. They can call WBA’s toll-free telephone number, where they will be asked to leave a message providing their name, telephone number, and a time when they can be reached.
2. They can complete the survey online. Each letter will contain a web address linking to the online survey. Each letter will also contain a unique password to access the survey. The password prevents respondents from filling out the survey multiple times, posting the link to the survey on social media, and/or passing the survey along to others to complete.
3. For each address WBA is able to append a telephone number, that household will be informed that they may receive a call from WBA Research asking them to participate. (Households without an accompanying telephone number will receive a different mailing not mentioning the possibility of receiving a call.) Having this alert in the letter reduces the number of calls missed when respondents screen calls using caller ID and do not answer because they do not recognize the name.

WBA will be responsible for printing and mailing both the letter and outbound envelope.

To reach the growing *Spanish-speaking population* in Westchester County, WBA recommends printing the letter double-sided (one side in English, one side in Spanish). We will also program the online survey in both English and Spanish, allowing respondents to select their language. In addition, we will have Spanish-speaking interviewers available to complete the survey over the phone.
WBA will be responsible for the translations.

One week after mail invitations are sent, outbound calling to the address-based sample will begin. Based on WBA’s experience conducting similar ABS studies, we anticipate the overall production rate to be 0.7 completed interviews per hour. This production rate is based on the various incidences, length of the survey (approximately 15 minutes) and respondent cooperation. Based on our experience, we would expect 60% of the ABS interviews to be done online and 40% by telephone.

Incentives. In order to encourage participation, we recommend that anyone who completes the survey will be entered into a drawing for 1 of 10 gift cards worth \$100 each. WBA would be responsible for conducting the drawing and acquiring and distributing the gift cards.

Questionnaire Development. WBA will develop a draft questionnaire based on the current objectives, the 2008 survey, input from the County, and our experience conducting similar studies. We estimate the questionnaire will be approximately 15 minutes in length and include up to three open-ended questions. The questionnaire will include the following topics:

- Residents' awareness, use and perceptions of the County's parks, facilities and programs
- Awareness of park system benefits
- Residents' current involvement in recreational activities in general
- Unmet and emerging recreational, trail user and facility needs
- Demographic characteristics of County parks users and non-users

Questions we have asked in similar surveys that the County may want to consider include the following:

- *What value or benefit do you get from using [CLIENT] park and recreational facilities, programs and/or services?*
- *Thinking in general about how you and other members of your immediate family spend your leisure time, how would you rate your or their interest in each of the following activities? For each activity, please indicate if it is something you or members of your immediate family do a lot, a little or never.*
- *Unaided question: Now I would like to talk with you specifically about the park and recreational facilities, programs and services offered by [CLIENT]. Can you name five park or recreational facilities, programs, or services that [CLIENT] offers?*
- *When was the last time that you or anyone in your household used any park or recreational facilities or services or participated in any programs provided by [CLIENT] (DO NOT READ LIST.): Within the past 3 months, 3 to less than 6 months ago, 6 to less than 12 months ago, 1-2 years ago, More than 2 years ago, Never.*
- *Unaided question: Why have you not visited or used any [CLIENT] park or recreational facilities in the past two years?*

Ten (10) copies of the draft survey instrument form will be made available to both the Planning Department and the Parks Department to solicit comments from the County. Once the questionnaire content is finalized, WBA will program it for both telephone and online administration.

Programming & Hosting. The English and Spanish questionnaires will be programmed into WBA's Decipher survey software for both Computer Assisted Telephone Interviewing (CATI) and online survey administration.

- We use Survox to manage sample for all of our CATI conducted studies. Decipher is designed to work with Survox CATI so that sample can be managed both online and telephone simultaneously. This means that, should a customer complete the survey by telephone or online, their sample is considered to be resolved across both platforms. Furthermore, a survey can be partially completed by one method and then finished on the other.

On the opening page of the online survey, respondents will be asked in which language they would prefer to complete the survey.

Decipher allows us to conduct fully interactive interviews on the Internet. With this software, WBA and the client can use established research industry techniques (including complicated skip patterns, randomization of questions, etc.), maximizing the types of questions that can be asked and helping to ensure the statistical validity of survey results. Decipher is compatible with current web development languages. This allows us to create a survey that is visually appealing and more interactive than simply clicking buttons. Additionally, Decipher offers the ability to brand surveys with a logo and colors so that the survey appearance is consistent with other online offerings.

Surveys created in Decipher are mobile compatible, and we can track whether online surveys were completed on a PC/laptop or a mobile device. Decipher also allows WBA to take advantage of many other capabilities, such as 3-D graphics, video images, still pictures, sound, and animation.

Once the questionnaire is programmed in English and reviewed by the County, WBA will translate the questionnaire into Spanish.

Translations. WBA will be responsible for translating all survey materials into Spanish. The County will have the opportunity to review the translations before they are put into use.

Printing. One double-sided invitation letter will be included in each mailing – English printed on one side, Spanish printed on the other. Both sides will have the same content, and each will include the same unique passwords. The letters will be printed on 8 ½" x 11" pages and mailed in windowed envelopes. Both the envelopes and letters will include the County's. A total of 15,000 invitations will be sent, with WBA being responsible for the design, printing, and mailing.

Survey Administration. After the questionnaire has been approved by the County, it will be necessary to pretest the instrument before it enters the field to validate that the wording and flow of questions are proper and that no questions have been omitted. (Note that the pre-test will take place before the initial mailing is conducted.) A sample of up to 20 interviews will be used to pretest the instrument. WBA's project manager will monitor the pretest telephone calls. County staff will be able to monitor the pretest remotely if desired. Alternately, recordings of these interviews can be provided. Feedback from the pretesting sessions will be collected and the instrument will be edited to create the final survey for the actual data collection.

Data Quality Monitoring. WBA monitors *at least* 10% of all telephone interviews using an unobtrusive system that allows the supervisor to hear both sides of the conversations and see what is being entered into the system by the interviewer without the interviewer's or respondent's awareness (NOTE: all survey scripts include language in the introduction making the respondent aware that they may be monitored for quality control purposes). In order to maintain this standard, it has always been WBA's policy to have at least one supervisor for every ten interviewers working a particular shift.

Progress Reports. We will provide two types of progress reports – monthly reports covering the overall status of the project and, during data collection, weekly reports on the progress of fieldwork. The monthly reports will cover tasks completed, upcoming tasks and anything we may need from the County, as well as any potential issues and possible solutions. The weekly data collection progress reports will detail the status of fieldwork overall, how many surveys we have completed by Region, and how many surveys we have in each language. Other key metrics can also be included in both reports.

Data Processing. Upon completion of data collection, the data will be cleaned and edited for any errors detected through a series of standard checks. The responses to all open-ended questions will be coded, and we will share a preliminary codebook with the County for their review and approval. Note, if the County can provide codebooks from previous surveys we can then use this as a reference or starting point for trackability.

Survey data will be analyzed using a combination of SPSS for Windows and WinCross data processing software packages. These applications allow WBA great flexibility in the depth and sophistication of analyses performed on behalf of our clients. WBA performs data tabulation and all standard methods of statistical analysis, including, but not limited to (when appropriate), tabulation and cross-tabulation of data, Z tests, T tests, correlation and regression, and other advanced analytical techniques. All data will be tested at the 95% confidence level. The data will be saved as both SPSS and Excel files, and delivered to the client along with codebooks with variable and value labels clearly defined.

Weighting. If necessary, the data will be weighted to represent each Region's relative population. Furthermore, we can also weight the data to be representative by key demographics. These weights will be appended to the final data file.

Cross-Tabulations. WBA will provide electronic copies of the weighted cross-tabulations in Word and Excel. These cross-tabulations will include multiple banners, including comparisons by Region, Demographics (Age, Race, Household Income), and any other data points determined to be worth analyzing (note that WBA does not charge for additional banners). If the County can provide the data file from previous surveys, these results can also be included in the cross-tabulations so we can make comparisons over time.

Analysis. In addition to cross-tabulations, more sophisticated analysis can better help us to understand and interpret the findings. The following are a few examples of the types of analysis we might consider for this effort:

Segmentation. Westchester County can be segmented in a variety of different ways – geographically, demographically, psychographically, attitudinally, behaviorally, etc. It is standard practice in research of this type to analyze one's market by traditional consumer variables or characteristics, such as: geography (where they live), demographics (age, income, etc.), level of involvement in recreational activities, and psychographics (motivations, values, etc.).

While looking at information of this sort is extremely valuable, it is often difficult to make sense of the results if they are not tied together in a meaningful way. For example, through a standard cross-tabular analysis of the data, we can understand the differences between men and women, and can cross multiple variables to look more specifically at the differences between men aged 25-34 and women aged 25-34, etc. WBA can profile these groups further by looking at their responses to questions regarding their habits, their attitudes toward County parks and services, the importance of features, etc. We will work with the County to identify these variables of interest. However, we will have to "slice" the data in many different ways to truly get a complete picture of what the market looks like.

As a result, segmentation can be conducted that will utilize a combination of the psychographic, demographic, geographic, transportation usage, attitudes toward product and service options, and/or other characteristics. When first developing the survey instrument, we will work with the

County to form hypotheses about which segments are believed to exist based on past research and experience (keeping in mind that expectations and reality do not always align).

This will result in an analysis that will allow the County to not only understand who these segments are demographically and how they behave, but also provide a clear picture of how the County can effectively communicate with these segments and meet their individual needs. The County will know where they live, what portion of the total market they represent, how they behave, think AND how they perceive and use County parks and facilities.

To summarize how these analyses will result in actionable direction for the County:



Key Driver/Quadrant Analysis. The most common means of our determining key performance indicators (KPIs) is through key driver analysis, which utilizes a combination of correlation and regression analyses to determine which attributes or factors have the greatest impact on usage and satisfaction. This analysis is then combined with the overall ratings of the attributes or factors to develop a quadrant analysis. This quadrant analysis is a valuable tool for identifying attributes or factors for which increases in satisfaction will have the greatest impact on overall satisfaction and usage. This combination of methods can provide a deeper understanding of the role of each attribute or factor on attitudes, satisfaction, and usage.

Gap Analysis. In order to measure how successful the County is at meeting residents' needs, gap analysis can be used. The level of importance riders place on a particular attribute is compared against how satisfied they are with the County's performance on this attribute. The difference between importance and satisfaction, the "gap," will help the County identify areas where extra effort needs to be made in order to increase the likelihood to ride. The larger the "gap," the more important it is that the County focus its attention on this attribute.

Conversion Scoring. Respondents are asked how likely they would be to take an action, such as using County parks/facilities/programs, on a 5-point likelihood scale. Experience has shown that even if a respondent says they definitely will do something, they may not necessarily do so. Therefore, the top two responses on the 5-point scale are factored down using industry accepted variables to estimate the true proportion who will purchase or use. This can be used in helping to determine overall return on investment (ROI).

Reporting. Upon completion of data processing and analysis, WBA will develop a draft detailed report. The report will include analysis of all the survey questions, along with descriptions of the methodology and the sampling frame. Comparisons to the 2008 survey results will be made where appropriate. An executive summary will summarize the research findings and provide conclusions, implications, and recommendations.

After the County has reviewed the report WBA will attend a virtual working session with the County to review any comments from County staff on the draft findings. Subsequently, any final additions or adjustments will be made and the report will be finalized.

From this final report, WBA will summarize the key findings in a PowerPoint format suitable for delivery to the Client and any key stakeholders at dates and times to be determined. WBA will be available to make three such presentations. Currently, we assume the presentations will be delivered via virtual conferencing platform. However, WBA Research is able to travel to Winchester County to present the findings in person. All travel would be billed at cost.

Summary of Deliverables:

- Raw data file and layout in client approved format (.sps, .xls, .csv)
- Cross-tabulations of the data in Word and Excel—comparisons by Region, Demographics (Age, Race, Household Income), and any other data points to be analyzed.
- Detailed report (electronic files in Microsoft PowerPoint and PDF formats, as well as 20 printed copies)
- Presentation deck in Microsoft PowerPoint

Survey Timeline. Below is an example of what a project timeline might look like. The timeline will be finalized after the project kickoff meeting.

Task	Date
Contract award	August 30, 2021
Kickoff meeting with the County	September 13
Draft questionnaire and invitations to the County	September 24
Finalize questionnaire and invitations	October 1
Translate, program and test English and Spanish questionnaires	October 4-22
Print invitations	October 4-22
Pretest survey	October 25-29
Mail invitations	November 1-12
Data collection	November 8-15
Outbound calling	November 15-December 5
Coding/Data processing	Through December 10
Data analysis/Report development	December 13-January 13
Draft report and data to the County	January 14, 2022
Working session to discuss report draft	Mid-February 2022
Final report to the County	By April 2022
Present findings to County Officials	Dates TBD, by August 30, 2022

VI.2. METHODOLOGY – ANALYSIS OF EXISTING PARK USER DATA

The County will provide any existing data they have available that may provide insights regarding park and facility usage and awareness among non-County residents. WBA will mine this data for any relevant insights. Depending on the client's preference and the relevance of the findings, this information will either be reported as a subset of the Winchester County Resident Survey report, or as a separate topline memo.

VI.3. METHODOLOGY – COUNTING OF BICYCLE AND PEDESTRIAN TRAILWAY USAGE

WBA team member, The Traffic Group (TTG), will undertake bicycle and pedestrian counts at a total of eight (8) locations along three of the County's major trailways: the Bronx River Pathway and the North and South County Trailways. TTG uses highly accurate video technology capable of parsing out pedestrians and bicyclists. While the specific days and times will be determined after a kick-off meeting with the County, costs provided assume two 16- hour days of counting at each location, once in the peak season and once in the off-peak season for each location.

The deliverables will include a data file of all counts, as well as a summary report of the methodology and findings, an appendix with the count summaries, and a GIS map of the locations counted.

VI.4. METHODOLOGY – LONG-TERM QR CODE CONTINUOUS SURVEY AND FEEDBACK SYSTEM

The County's long-term QR Code Continuous Survey and Feedback System will be hosted on the Instant Input platform - a proprietary software solution powered by WBA team member, Highland Planning, that allows public agencies to engage community members on projects they care about, quickly, and easily. Instant Input allows users to follow and interact with projects through both a smartphone app and a webpage interface. Highland Planning will provide the County with Subscriber credentials that will allow staff to upload surveys, photos and documents to the platform, avoiding the delays inherent in relying on IT staff to update a municipal web site. When new projects or information come online, the County will be able to send users push notifications directly to their phone, so stakeholders are always up to date.

In the case of the Long-term QR Code Continuous Survey and Feedback System, the County, with assistance from Highland Planning, will develop a series of facility/amenity/program specific surveys. The surveys could include topics such as the following list. The specific number/type of surveys required will be refined in coordination with the County.

- Trails + Pathways (foot/bike/horse /x-country)
- Boating + Fishing
- Camping/Cabin rental
- Community gardens
- Concessions
- Dog parks
- Golf courses + Driving ranges
- Ice rinks/Roller rinks
- Mountain biking
- Multiuse courts: basketball, volleyball, tennis, etc.
- Natural areas
- Playgrounds/Tot lots
- Programming
- Skate parks
- Swimming pool
- Sport fields

The facility/amenity/project types will be identified by pins or shapefiles on the Instant Input map. In cases where there is not a corresponding physical location (e.g. in the case of programs or policies), a pin could be placed on the location of the Westchester County Department of Parks, Recreation and Conservation offices. In addition to hosting the surveys, the Instant Input platform will enable the County to post background information, documents, promote related events or programs, and of course send users instant push notifications. To promote use of the platform and encourage survey participation, QR codes will be placed on signage throughout the County's Parks, trails and recreational facilities and can also be promoted through various outreach channels, to be identified in coordination with the County.

Costs provided include the annual Instant Input subscription, project setup, and assistance with user acquisition, technical support and assistance with data analysis. Costs do not include signage design/production or additional survey development.

VII. PRICING

1. Survey of Westchester County Residents (Statistical Survey) WBA Research	
Questionnaire development	\$ 1,000.00
Translation	\$ 1,200.00
Programming/Hosting	\$ 3,500.00
Sample	\$ 3,750.00
Printing & Mailing	\$ 6,750.00
Postage (first-class pre-sort)	\$ 7,000.00
Telephone Interviewing	\$ 16,500.00
Incentives (10 @ \$100 ea + handling)	\$ 1,035.00
Codebook development/Coding	\$ 2,250.00
Data processing/Cross-tabulations	\$ 1,500.00
Analysis/Reporting	\$ 6,000.00
Project management/ Presentations	\$ 6,000.00
Misc ODCs (copies, shipping, etc.)	\$ 500.00
TOTAL	\$ 56,985.00

2. Analysis of Existing Park User Data	
WBA Research: Project management/Analysis/Reporting	\$ 1,500.00
TOTAL	\$ 1,500.00

3. Bicycle and Pedestrian Trailway Usage Counts	
The Traffic Group: Counts and Reporting for 8 locations	\$ 6,500.00 per location
TOTAL:	\$ 52,000.00

4. Continuous Survey Prototype and Plan	
Highland Planning: Project set-up and support (training, tech support, user acquisition)	\$ 4,620.00
Highland Planning: <i>Instant Input</i> app annual client subscription	\$ 6,250.00
TOTAL	\$ 10,870.00

CONTRACT TOTAL	\$ 121,355.00
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**Please note that because it is impossible to estimate expenses with absolute accuracy, this estimate is subject to a ±10% contingency. WBA would obtain client authorization before incurring any additional costs beyond the totals shown above. All travel will be billed at cost.*

Breakdown of Subcontractor Detail (already included in costs on page 23):

Subcontractor Detail: The Traffic Group			
Study Component	Description	Total Time per location	Cost
3. Bicycle and pedestrian trailway usage counts (8 locations)	16 hours per day x 2 days per season x 2 seasons	64 hours	\$6,500 per location
The Traffic Group TOTAL:			\$52,000

Subcontractor Detail: Highland Planning		
Study Component	Total Hours	Total Cost
Rate	\$110	
4. Highland Planning: Project set-up and support (training, tech support, user acquisition)	42	\$4,620
4. <i>Instant Input</i> app annual subscription		\$6,250
Highland Planning TOTAL:		\$10,870

SCHEDULE "B"

Index No.

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

S. Renee Henley

, being duly

(Name)

sworn, deposes and says under penalty of perjury that the following statements are true:

1. I am the President/CEO

(Title, Officer, Partner, Owner, etc.)

of Widener-Burrows & Associates, Inc. (dba WBA Research)

(the "Consultant") which

(Name of Consultant)

has been retained by the County of Westchester to provide consultant services in connection with
Westchester County Residents Recreation Preferences Survey

2. The Consultant agrees that it has no interest and will not acquire any interest direct or indirect that would conflict in any manner or degree with the performance of services to be rendered to Westchester County.

3. The Consultant further agrees that, in the rendering of services to the County, no person having any such interest shall be employed by it.

4. I make this Affidavit on behalf of the Consultant with its full knowledge and consent, pursuant to the requirements of Local Law No. 3-1988 of the Westchester County Board of Legislators and with the intent that the County of Westchester will rely on the statements contained herein.

S. Renee Henley
Consultant

Sworn to before me this 4th
day of January, 2022

Sally Franklin
NOTARY PUBLIC



[Note to Consultants: Please file this Affidavit directly with the Office of the Westchester County Clerk, Legal Division. The filing fee is \$5.00.]

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Consultant)

I. Prior to commencing work, and throughout the term of the Agreement, the Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification.

All property losses shall be made payable to 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 Consultant'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 Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the 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:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Consultant and Sub-Consultant.
- iv. 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.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

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

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

3. All policies of the Consultant shall be endorsed to contain the following clauses:
- (a) Insurers shall have no right to recovery or subrogation against the County (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 Consultant.

SCHEDULE "D"

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

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of 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
 X 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.

 X 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 Firm/Business Enterprise: Widener-Burrows and Associates, Inc. dba/WBA Research

Address: 4200 Parliament Place, Suite 200, Lanham, MD. 20706

Name/Title of Person completing MBE/WBE Questionnaire:

S. Renee Hanley

Signature: 


Notary Public

1/4/22
Date



Contract #: PRC-1360
Name of Contractor: Widener-Burrows & Associates, Inc. (dba WBA Research)

SCHEDULE "E"
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 X

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 X

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

- 3.) Do any County officers or employees have an interest¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No X

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.

Name: S. Peter Holey
Title: President/CEO
Date: 1/4/2022

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 "F"

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?

 X No
 Yes

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

 X No
 Yes

3. 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: Widener-Burrows and Associates, Inc. dba/WBA Research

Address: 4200 Parliament Place, Suite 200, Lanham, MD. 20706

Name/Title of Person completing Questionnaire: S. Renee Henley, President/CEO

Signature: *S. Renee Henley*

STATE OF NEW YORK)

COUNTY OF)

ss.:

1/4/22

Sally Franklin

Notary Public

Date:



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, Sublessess, 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.² 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

² 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 Officer³. 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.

³ 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 #: PRC-1360

Name of Consultant, Contractor, Lessee, or Licensee: Widener-Burrows & Associates, Inc.
(dba WBA Research)

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, S. Renee Henley, 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.



Print Name: S. Renee Henley
Title: President/CEO
Date: 1/4/2022


Notary Public

1/4/22
Date



SCHEDULE "H"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: <i>(check one)</i> <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address:		
4. Contact Person Name:		
Contact Person Telephone Number:		
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
Authorized Signature	Print Name/Title	Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:	10. Account Type: (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:	12. Bank Account Title:	
13. Bank Contact Person Name:	Telephone Number:	
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
Authorized Signature	Print Name / Title	Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

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**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

	Westchester County • Department of Finance • Treasury Division	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change
Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form		
INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.		
Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601 Attention: Vendor Direct		
Section I - Vendor Information		
1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number: 		
3. Vendor Primary Address:		
4. Contact Person Name: Contact Person Telephone Number:		
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.		
_____ Authorized Signature	_____ Print Name/Title	_____ Date
Section II - Financial Institution Information		
7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number: 		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:	12. Bank Account Title:	
13. Bank Contact Person Name:	Telephone Number:	
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.		
_____ Authorized Signature	_____ Print Name / Title	_____ Date
(Leave Blank - to be completed by Westchester County) - Vendor number assigned 		

SCHEDULE "I"
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: Widener-Burrows & Associates, Inc. (dba WBA Research)

By (Authorized Representative): S. Renee Haley

Title: President/CEO Date: 1/4/2022