

**COUNTY OF WESTCHESTER
TERMS AND CONDITIONS**

1. _____,
(Vendor)

("you") agree to provide goods or services as described in the attached payment voucher in a manner consistent with the highest standards of persons regularly engaged in providing such goods or services.

2. You shall be compensated at the rates and prices set forth in the attached payment voucher only for goods and services actually provided and only after acceptance and approval by the County. In no event shall the County's liability for payment to you under this payment voucher, or any series of payment vouchers for the same or similar services, exceed the sum of \$5,000.00 in any one year.

3. You shall immediately inform the County in writing by mail or facsimile transmission of any delay in providing goods and services to the County.

4. The County may, with or without cause, terminate your services, in whole or in part, immediately upon giving notice to you. In such event you shall be compensated and the County shall be liable only for payment for services already rendered.

5. All records, if any, compiled by you in providing services to the County shall become and remain the property of the County. You may retain copies of such records for your own use.

6. No portion of the work necessary to provide goods or services to the County may be assigned or subcontracted without the prior written consent of the County.

7. You represent that you have 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 you) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement.

8. You agree you are an independent contractor and hereby waive all claims to benefits or privileges, if any available to persons as employees. You shall comply, at your own cost and expense, with the provisions of all federal, state or local laws, ordinances, regulations or rules applicable to you including without limitation, the N.Y.S. Labor Law and Worker's Compensation Law and any applicable license requirements.

9. You agree that in providing goods or services to the County you or any person working on your behalf, shall not, by reason of race, creed, color, sex, age, physical disability, national origin, genetic predisposition or carrier status or marital status, discriminate against, intimidate or harass any individual.

10. You agree that, except for the amount, if any, of damage contributed to, caused by or resulting from the acts or omissions of the County, you shall indemnify, defend and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of your acts or omissions or the acts or omissions of third parties under your direction and control.

11. You expressly agree that neither you nor any contractor, subcontractor, employee, or any other person acting on your 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. You acknowledge and understand 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.

12. Pursuant to Local Law No. 27-1997, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, for informational purposes only, you hereby agree to complete the questionnaire attached hereto as Schedule "A".
13. All payments made by the County to you will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. If you are not already enrolled in the Vendor Direct Program, you will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. Payments will be automatically credited to your designated bank account at your 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.

Dated: _____

ACCEPTED AND AGREED

By: _____

Federal I.D. No. _____

SCHEDULE "A"

For Informational Purposes Only

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

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

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

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

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

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

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

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

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

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

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

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

_____ No
_____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

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

Signature: _____