MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

Food, Nutritional and Vending Service Management and Operation

Release Date: August 10, 2012

Response Deadline: September 14, 2012

Maggie Brooks
County Executive

Monroe County
Monroe Community Hospital
435 East Henrietta Road
Rochester, NY 14620
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax this form back to MONROE COUNTY at your earliest convenience, to the attention of:

Meagan Brennan
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104

RFP **Food, Nutritional, and Vending Service Management and Operation**

Company: _____

Address: _____

_____

_____

Contact: _____

Contact Phone: _____

Email: _____

Reason for No-Response: _____

Project capacity. _____

Cannot bid competitively. _____

Cannot meet delivery requirements. _____

Cannot meet specifications. _____

Do not want to do business with Monroe County. _____

*Other: _____

_____

_____

Suggested changes to RFP _____

Specifications for next _____

Request for Proposals. _____

_____

_____

_____

_____

*Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County ("the County") is soliciting proposals for the management and operation of food, nutrition, and vending services at Monroe Community Hospital, located at 435 East Henrietta Road, Rochester, NY, 14620. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals ("RFP").

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data submitted by other Respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process.

Pending final approval from the Monroe County Legislature, the County's objective is to enter into a one-year agreement with the option to renew for two (2) additional one-year terms.

1.2 RFP Coordinator; Issuing Office

This RFP is issued for the County. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of distribution until the selection of the successful Respondent.

Meagan Brennan
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Email address: mbrennan@monroecounty.gov

Only those Respondents who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.

1.3 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

- This RFP will be distributed on August 10, 2012.
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on August 17, 2012.
- All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County web site. These will be sent out to all Respondents who received the original RFP on or before August 24, 2012.
- **Final RFP submissions must be received by 3:00 PM EST on September 14, 2012** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 An Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to $1 billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. The County also owns and operates the Greater Rochester International Airport and leases and operates the Seneca Park Zoo.

The County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs; home to some of the world's best-known brands and fastest growing companies; and, a community recognized for its leadership in arts, culture and higher education.

1.6 An Overview of Monroe Community Hospital

Monroe Community Hospital (MCH) is a public non-profit institution providing care for the aging and chronically ill operated by Monroe County. It is affiliated with the University of Rochester School of Medicine and Dentistry.

MCH currently serves three levels of care as defined by the New York State Department of Health. There are 39 beds in Acute Care, but the census is currently limited to 5. The Residential Health Care Facility houses 566 beds, including pediatrics, young adults, neurological, geriatrics, long-term care rehabilitation and chronic care. There are also Ambulatory Services on site, and the facility continues to investigate the viability of other programs and services.

1.7 MCH Food Service Department Profile

1.7.1. Number of Meals Served (2011)

Resident/Patient	603,345
Cafeteria	94,100
Volunteer	6,578
TOTAL MEALS SERVED	**704,023**

1.7.2 Number of Catering Events (2011)

Internal Groups (resident activities/department meetings)	198
External Groups (training workshops/community meetings)	105
TOTAL EVENTS SERVED	**303**

1.7.3. Vending Operations

There is an internally operated food and beverage vending service which requires that nine (9) vending machines are stocked within MCH.

1.7.4. Staffing

The Department is presently managed by a Food Service Management Company, which provides the following staff:

1 FT Food Service Director
1 FT Associate Director
1 FT Clinical Nutrition Manager
1 FT Executive Chef
1 FT Clinical Dietician
1 FT Secretary
6 Total FT Management Associates

Monroe Community Hospital staffs the remainder of the positions in the Food & Nutrition Services Department, as listed below:

5 FT Cooks
1 FT Assistant Cook
1 FT Lead Cook
2 FT Dietetic Technicians
1 FT Therapeutic Dietitian
1 FT Dietary Aide
1 PT Dietary Aide
1 FT Kitchen Manager
3 FT Supervisors

32 FT Food Service Workers
25 PT Food Service Workers
3.5 FT Work Experience Program ("WEP") Workers
76.5 Total

Respondents shall detail their proposed staffing and management plan, highlighting any deviation from the current state.

1.7.5. Food Service Operation Details

The current hours of operation of the cafeteria are:

6:30 AM – 10:00 AM	Hot food - breakfast
10:00 AM – 10:30 AM	Continental breakfast
10:30AM – 11:00 AM	Closed
11:00 AM – 2:00 PM	Hot food - lunch
2:00 PM – 4:30 PM	Grab and go pre-packaged items
4:30 PM – 7:00 PM	Hot food - dinner

Patients and residents of MCH have the potential to receive three [3] meals and three [3] snacks daily. The patient/resident meal service delivery schedule is as follows:

- Breakfast 6:53 AM – 8:35 AM
- Lunch 11:05 AM – 12:53 PM
- Dinner 4:40 PM – 6:38 PM

The dietician determines if and what snacks are required for patients/residents at risk for weight loss or who need additional supplements. Each of the sixteen [16] nursing units have refrigerators and snack pantries that are stocked by the kitchen services for this purpose. The snacks are delivered to patients and residents by the MCH nursing staff.

SECTION 2 – SCOPE OF WORK

2.1 Definitions

NFPA – National Fire Protection Association
OSHA – Occupational Safety and Health Administration
POM – Plant Operations Management

2.2 Detailed Scope of Work

1. The selected Respondent will manage and operate of all of the food preparation and food service facilities on MCH's premises, which are fully equipped and operational. Facilities include a 220 seat Cafeteria, nine [9] food/beverage vending machines, and a Catering Service, which conducts the ordering, inventory and preparation of food and food products, including therapeutic diets for MCH patients and residents. Hours and types of service shall at all times be under the control of MCH. The selected Respondent shall be responsible for hiring, supervising, and directing all food service workers in the performance of their duties. In carrying out its supervisory functions, the awarded Respondent shall maintain complete responsibility for compliance with applicable laws, rules and regulations.

2. Each resident/patient will have his/her dietary needs considered and correlated with his/her physician's order and with his/her overall health status, personal food preferences and cultural habits in developing their nutritional plan of care documentation. Nutritional needs of residents/patients shall be met in accordance with recognized dietary practices and in accordance with orders of the practitioner(s) responsible for the care of the patient(s).

3. The selected Respondent will develop a menu cycle and submit it for approval to MCH Administration and appropriate hospital and resident committees within a mutually agreed upon time frame.

4. The selected Respondent will be responsible for ordering and tracking all food, paper products, tableware, cleaning and housekeeping supplies, food trays and any and all other minor equipment necessary to provide a full and complete food management service to MCH. MCH will be responsible for payment of these items and any rebates associated with this will be the property of MCH. All items must be procured using recognized group purchasing contracts or other acceptable means under New York State Law and Monroe County Procurement Policy. Respondents shall consider the advantages and disadvantages of MCH's present relationship with the Seagate Alliance when proposing purchasing arrangements. Further information can be obtained at www.seagatealliance.com.

5. All food purchased for use at MCH must meet the following minimum standards:

1. Beef, Veal, Lamb - USDA Choice
2. Pork - USDA No. 1
3. Poultry - USDA Grade A
4. Diary - USDA Grade A
5. Eggs - USDA Grade A
6. Frozen Vegetables - USDA Grade A Fancy
7. Frozen Fruits - USDA Grade A

8. Canned Fruits (water or juice pack only) - USDA Grade A
9. Fresh Produce - USDA Grade A
10. Canned Vegetables - Grade A Fancy. May be substituted only when product is not available in other acceptable forms.

6. The selected Respondent will be required to provide appropriate nutrition education to each patient/resident.

7. Storage, preparation, distribution, and service of food must be under sanitary conditions and in accordance with the sanitary requirements of Part 14 (Service Food Establishments) of Chapter 1 (New York State Sanitary Code) of the New York State Codes, Rules and Regulations.

8. The selected Respondent shall maintain management staff who possess the qualifications and licensing required by law for their positions and are satisfactory and acceptable to MCH. MCH shall reserve the right to have any worker of the selected Respondent removed from MCH and relieved of his/her duties if, in the judgment of MCH, the worker has failed to adequately perform his or her duties. The selected Respondent's management staff and operation workers must abide by all MCH personnel policies.

9. There shall be an individual designated as the Director of Food Service who will be responsible for the overall management of Food Services, and who will report to MCH's Executive Health Director or his/her designee. In addition, the Director of Food Service shall perform the following functions:

9.1. Assure that the overall coordination and integration of the therapeutic and administrative aspects of the food and nutrition services are maintained and that the quality, safety, and appropriateness of the department/service functions are monitored, evaluated, and appropriate actions taken based on findings.

9.2. Be responsible for all MCH Department Head functions and committee participation, including Quality Improvement, Safety and Infection Control.

9.3. Be responsible for the development, implementation and revision of all food service policies and procedures, including nutrition care policies and procedures that are developed by a qualified dietitian. Policies and procedures will be submitted to MCH administration for approval.

9.4. Assure that all staff assigned to MCH's food service submit to periodic health examinations by MCH, and receive immunizations required by law or the Monroe County Public Health Director.

9.5. Prepare and submit operating and capital budget requests for MCH Administration according to MCH criteria.

9.6. Make recommendations to MCH for purchase of capital equipment necessary to run food services.

9.7. Assure MCH is in compliance with all safety rules and regulations, and is running efficiently by preparing and submitting maintenance and housekeeping requests to the appropriate MCH departments, and

assuring that the food service workers exercise due care in the use of cleaning equipment. MCH will provide heat, fuel, refrigeration and utility services reasonably required for efficient operation, make all equipment repairs and replacements, and furnish building maintenance services (i.e., engineering and repair) for the food services and facilities.

9.8. Assure compliance with all governmental regulatory agency requirements, including those of the New York State Department of Health, OSHA, and FDA, and maintain the readiness of the Department for all surveys by these and other regulatory agencies.

9.9 Oversee management staff that hire, train, motivate, counsel, supervise, discipline, and prepare performance reviews for all workers required to perform the scope of services under this contract. Document and report, as required, on performance or discipline issues to the applicable agency.

9.10 Prepare detailed work protocols, which must identify (1) work to be accomplished, (2) a schedule or timeline for work to be performed, and (3) the specific tasks and procedures of work. Distribute work assignments in an efficient, balanced manner.

10. The selected Respondent will provide food service management and operation services in a manner that effectively utilizes MCH resources and promotes a service-minded operation.

11. The awarded Respondent will agree to pay MCH the sum of One Thousand Five Hundred Dollars ($1,500.00) for any and each deficiency issued to MCH by any regulatory agency as a result of deficient performance by the selected Respondent in the operation of the Food and Nutrition Service Department.

12. The selected Respondent shall indemnify MCH for any fines that MCH may be subjected to through an enforcement action by the New York State Department of Health or any other regulatory agency as a result of actions by the Food and Nutrition Service Department.

13. Any damage done to equipment due to negligence in the Department within the span of control of the selected Respondent will be the Respondent's responsibility.

14. The selected Respondent and management staff must abide by all MCH policies and procedures while on-site at MCH.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

A. Acceptance Period and Location: To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on September 14, 2012.

Meagan Brennan
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Email address: mbrennan@monroecounty.gov

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

B. Withdrawal Notification: Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.

C. Required copies: Respondents must submit one (1) signed original Proposal and seven (7) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Food, Nutritional, and Vending Service Management and Operation."** The Respondent must also respond electronically in addition to submitting hardcopies of its proposal as provided above. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.

D. Pricing Period: For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.

E. Economy of Preparation: Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3.1.A. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that received the original RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by downloading the original RFP document via the Monroe County website at www.monroecounty.gov.**

3.5 Organization of Proposal

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

A. Transmittal Letter. Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.

B. Table of Contents. Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

C. Company Information. Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.

2. Identification of company ownership.

3. Financial history of the company covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents. 501(c)(3) organizations must submit their most recent Form 990.

4. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.

5. Anticipated growth of your organization including expansion of the client base and acquisitions

6. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the County for other services, a relative of any employee if the Respondent is a member of the selection committee, etc.

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients in the State of New York, the dates of engagement for each client. Include the following information for each public sector client:

   a. Name and address of the client;
   b. Approximate annual budget;
   c. Name and telephone number of contact person;
   d. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.

2. Résumés for the key personnel to be involved in providing services to the County.

E. Respondent's proposal. Respondent must submit a detailed Project Narrative and Work Plan that describes:

1) its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2) how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
3) any staffing deviations from the current state, as listed in Section 1.7.4 of this RFP;
4) proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

F. Cost Proposal. Respondents must detail the proposed method of compensation for the services for each of the three (3) potential one-year agreements.

G. Insurance Certificates. Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.13 of this RFP.

H. Exceptions to General Information for the Respondent. For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent", the section number of any requirement to which an exception is being taken and an explanation of their position.

I. Exceptions to the Standard Monroe County Contract. For all exceptions to the Standard Monroe County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Monroe County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

J. Certification. Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

3.6 Method of Evaluation

A. Evaluation Committee: Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.

B. Evaluation and Selection Criteria: All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that the County deems pertinent to these services, which may include, but may not be limited to, the following:

- Proposed Fees
- Understanding of the Project
- Degree of Relevant Experience
- Technical Competence
- References
- Capacity and Availability to Perform the Services
- Local Office
- Other pertinent criteria

C. Contract Approval Process: Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Legislature and the Monroe County Law Department.

3.7 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, the County is under no obligation to offer any Respondent the opportunity to make such a presentation.

3.8 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.

B. Negotiate contracts with the selected Respondents.

C. Award a contract to more than one Respondent.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFP Appendix A is a copy of the Standard Monroe County Contract which contains mandatory provisions.

Negotiations do not include further revisions to the mandatory provisions depicted in Appendix A. Respondents must take exception as instructed in Section 3.5.I. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide Monroe County with a *Word* version of its final proposal.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be

relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFP and for the contract, the term "Work" is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The County and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Respondent and the Respondent's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the County, no later than the twenty-four (24) hours after receipt of the County's written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent's failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between Monroe County and the Respondent selected.

4.7 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.

4.8 Notification of Respondent Selection

All Respondents who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:

(1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and

(2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

B. Each person signing the proposal certifies that:

(1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or

(2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.

C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) and (2) above.

4.10 Incurring Costs

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Monroe County upon submission of the Respondent's proposal to Monroe County without any obligation or liability by Monroe County to the Respondent. Monroe County has the right to use any or all ideas presented by a Respondent.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

4.12 Indemnification

The Respondent shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

4.13 Insurance Requirements

The Respondent shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Respondent or by their subcontractors.

The successful Respondent shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall

not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Respondent in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the Respondent naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The policy must be endorsed by the insurance carrier to authorize the additional insured designation. The minimum limits for this policy for property damage and personal injury shall be $1,000,000 per occurrence and $3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:

Comprehensive Form
Premises-Operations
Products/Completed Operations
Contractual Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Respondents
Personal Injury

C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.

D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Respondent with minimum limits of $1,000,000 per occurrence and $3,000,000 aggregate coverage.

E. MOTOR VEHICLE INSURANCE issued to the Respondent naming Monroe County as an additional insured, and covering liability and property damage on the Respondent's vehicles in the amount of $1,000,000 per occurrence. The policy must be endorsed by the insurance carrier to authorize the additional insured designation.

4.14 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

APPENDIX A
SAMPLE STANDARD MONROE COUNTY CONTRACT

The County contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Monroe County Contract.

Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the County may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms

THIS AGREEMENT, made this _____ day of _____, 20___, by and between MONROE COUNTY, a municipal corporation, with offices at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "COUNTY", and _____ with offices at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section l hereof, and

WHEREAS, the COUNTY issued a Request for Proposal ("RFP"), and

WHEREAS, the CONTRACTOR has submitted a proposal, dated _____, to perform the requested services, and

WHEREAS, the County Legislature of the County of Monroe by Resolution Number _____ of 20___, authorized the County Executive, or her designee, to enter into a contract for services as hereinafter described, and

WHEREAS, the CONTRACTOR is willing, able, and qualified to perform such services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Contractor shall perform the following services for the County:

A.

B.

II. TERM OF CONTRACT

The term of this Agreement shall be for the period of _____ through _____.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon 30 day's prior written notice sent by registered or certified mail to the County's _____ Director or the Contractor. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

III. PAYMENT FOR SERVICES

The County agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed _____($_____).

Payment by the County for the sum(s) herein contracted for shall be made upon the submission of properly executed Monroe County claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the County's Director of _____, or by his/her designee, and audited by the Controller of the County.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers' Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of $1,000,000 per occurrence, and $3,000,000 aggregate coverage; automobile liability insurance in the

amount of $1,000,000 with a minimum of $1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's General Liability and Automobile Liability insurances shall provide for and name Monroe County as an additional insured. The policies must be endorsed by the insurance carrier to authorize the additional insured designation. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

VI. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

VII. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers' Compensation, Social Security, unemployment

and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

VIII. TITLE TO WORK

A. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

B. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

IX. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

X. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

XI. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other

circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in Section ____ of this Agreement, _____($_____) of such amount or _____ (___%) of such amount, is being passed-through the County from the United States Government under the following:

Award Name:

Award Number:

Award Year:

Name of Federal Agency:

Catalog of Federal Domestic
Assistance (CFDA) Number:

The Award [ ] is [ ] is not related to Research and Development.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars ($500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars ($500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
401 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records,

documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

XII. RIGHT TO INSPECT

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

XIII. JOB OPENINGS

The Contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience.)

Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human Services
Room 204
111 Westfall Road
Rochester, New York 14620
Fax: (585) 753-6322
Telephone: (585) 753-6096

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any

decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

XIV. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

XV. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

XVI. CONFIDENTIAL INFORMATION

A. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

a. Contractor shall not, without prior authorization from Monroe County, acquire, use or copy, in whole or in part, any Confidential

Information.

b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized by Monroe County to receive such Confidential Information.

c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of Monroe County.

d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

a. Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

XVII. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

XVIII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

XIX. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and

regulations, including County policies and procedures.

XX. MISCELLANEOUS

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

COUNTY OF MONROE

By_____
Maggie Brooks
County Executive

CONTRACTOR

By_____

Name:

Title:

_____
Contractor's Federal ID Number or
Social Security Number

State of New York)
) ss:
County of Monroe)

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared MAGGIE BROOKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
) ss:
County of Monroe)

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 signatures(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SAMPLE CONTRACT APPENDIX A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this transaction/application/proposal/ contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three-year period preceding this transaction/ application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____ _____
[Print Name of Contractor]

By: _____
[Print Signature]

_____
[Print Name]

_____
[Print Title/Office]