

# **MONROE COUNTY REQUEST FOR QUALIFICATIONS [RFQ]**

## **ELECTRICAL SAFETY SERVICES**

Release Date: July 6, 2012

Response Deadline: August 3, 2012



**Maggie Brooks**  
*County Executive*

Monroe County  
Department of Environmental Services  
CityPlace, 50 W. Main St.  
Rochester, NY 14614  
[monroecounty.gov](http://monroecounty.gov)

**NO RESPONSE FORM**

**If you choose not to respond to this Request for Qualifications, 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

**Name of RFQ:** Electrical Safety Services

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Reason for No-Response:**

Project capacity. \_\_\_\_\_

Cannot quote competitively. \_\_\_\_\_

Cannot meet delivery requirements. \_\_\_\_\_

Cannot meet specifications. \_\_\_\_\_

Do not want to do business with Monroe County. \_\_\_\_\_

\*Other: \_\_\_\_\_

**Suggested changes to RFQ** \_\_\_\_\_

Specifications for next \_\_\_\_\_

Request for Qualifications \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* 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.

**TABLE OF CONTENTS**

	<b>Section 1 – Invitation to Participate</b>	
1.1	Purpose and Objective .....	4
1.2	RFQ Coordinator; Issuing Office.....	4
1.3	County’s Rights and Intentions .....	4
1.4	Time Line .....	5
1.5	Overview of the Organization.....	5
	<b>Section 2 – Scope of Work</b>	
2.1	Background.....	6
2.2	Detailed Scope of Work.....	6
	<b>Section 3 – Specific Proposal Requirements</b>	
3.1	Submission of Respondent’s Proposal.....	8
3.2	Response Date.....	8
3.3	Clarification of RFQ and Questions.....	9
3.4	Addenda to RFQ.....	9
3.5	Organization of Proposal.....	9
3.6	Method of Evaluation.....	12
3.7	Oral Presentation.....	12
3.8	Investigations.....	12
	<b>Section 4 – General Information for the Vendor</b>	
4.1	Reservation of Rights.....	13
4.2	Contract Negotiation.....	13
4.3	Acceptance of Proposal Content.....	13
4.4	Prime Responsibilities.....	13
4.5	Property Rights.....	14
4.6	Contract Payment.....	14
4.7	News Release.....	14
4.8	Notification of Respondent Selection.....	14
4.9	Independent Price Determination.....	15
4.10	Incurring Costs.....	15
4.11	Material Submitted.....	15
4.12	Indemnification.....	16
4.13	Insurance Requirements.....	16
4.14	Proposal Certification.....	17
	<b>Appendices</b>	
Appendix A	Sample Standard Monroe County Contract.....	18

## **SECTION 1 – INVITATION TO PARTICIPATE**

### **1.1 Purpose and Objective**

Monroe County (“the County”) is seeking qualifications from individuals/entities to provide professional services related to electrical safety, specifically development and implementation of a comprehensive Occupational Safety and Health Administration (OSHA) and National Fire Protection Association (NFPA) 70E arc flash compliant program. 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 Qualifications (“RFQ”).

In responding to this RFQ, 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 renewals.

### **1.2 RFQ Coordinator; Issuing Office**

This Request for Qualifications (“RFQ”) is issued for Monroe County. The RFQ Coordinator, identified below, is the sole point of contact regarding this RFQ from the date of issuance 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  
Fax: (585) 753- 1104  
Email: mbrennan@monroecounty.gov

**Only those Respondents who have registered and received a copy of this RFQ via the County website at [www.monroecounty.gov/bid/rfps](http://www.monroecounty.gov/bid/rfps) will receive addenda, if issued.**

### **1.3 County’s Rights and Intentions**

The County shall have the right at any time to withdraw this RFQ, to issue amendments or addenda thereto, to issue a new RFQ, to extend or otherwise change any deadlines or time periods, to reject all or any proposals received, to interview all, any or none of the firms so responding, to invite any firm specifically to respond to this RFQ, or to award one or more or no contracts for the provision of all or any portion of the services described herein on such terms and/or conditions as the County may deem necessary or desirable. The County's actions and decisions in this regard shall be within the sole and complete discretion and judgment of the County, exercisable by the County solely as it sees fit. The County shall have no responsibility or liability to any individual or entity whatsoever for any claimed cost, expense, loss, judgment, damage or liability of any kind, direct or indirect, with respect to or arising out of the issuance of this RFQ, any responses thereto, any errors,

omissions, or misstatements of fact contained herein or any other documents or information provided by the County or any actions, inactions, decisions or omissions by the County with respect thereto.

#### **1.4 Timeline**

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

- ◆ This RFQ will be distributed on July 6, 2012.
- ◆ All requests for RFQ clarification must be submitted in writing to the RFQ Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on July 13, 2012.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFQ, and posted on the County web site. These will be sent out to all Respondents who received the original RFP on or before July 20, 2012.
- ◆ **Final RFQ submissions must be received by 3:00 PM EST on August 3, 2012** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

#### **1.5 Overview of the Organization**

Monroe County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. Monroe 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. Monroe County also owns and operates the Greater Rochester International Airport and Seneca Park Zoo.

Monroe 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.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 Background**

Monroe County's Department of Environmental Services (DES) is responsible for County-wide wastewater collection and treatment and facilities operations and maintenance. The County's fundamental objective in meeting those responsibilities is ensuring the safety of its employees in the workplace. DES' current safety policies and procedures are outlined in a comprehensive Safety Manual, which includes electrical safety. DES is currently conducting a comprehensive evaluation of several critical wastewater facilities and is soliciting assistance in evaluating additional County facilities. The selected Respondent will develop and implement an electrical safety program in compliance with current OSHA regulations and NFPA 70E requirements for arc flash hazards.

### **2.2 Detailed Scope of Work**

Respondents' proposals submitted in response to this RFQ must demonstrate their qualifications for preparing a comprehensive Electrical Safety Program including a thorough understanding of, and experience with, OSHA regulations and NFPA 70E requirements relative to hazards associated with electrical energy. The selected Respondent will be required to perform requested services that may include, but will not be limited to, the following:

- develop a prioritized list of County facilities categorized by level of required hazard analysis;
- collect data and review existing background and record information, including plans, specifications, and reports;
- prepare documentation, including plans, one-line diagrams, specifications, and reports for existing facilities as needed;
- conduct site visits, identify existing conditions, and perform audits and evaluations of equipment and systems;
- review existing procedures, identify specific tasks required to perform work, and recommend appropriate levels of skill and experience/expertise needed to safely perform tasks, specifically for those working on energized equipment and systems;
- perform arc flash hazard analysis for specific tasks, equipment, and systems, including:
  - identifying hazards and developing risk assessment procedures;
  - determining safe work practices;
  - identifying arc flash boundaries;
  - performing incident energy analysis, including calculations and computations to determine exposure potential;
  - providing and installing accident prevention signs, labels, and tags;
  - recommending, coordinating, and reviewing personnel protective equipment

(PPE) and tools.

- develop and conduct training and re-training programs, including testing, evaluation, and certification of County employees;
- perform audits of all aspects of the Electrical Safety Program on an ongoing basis to ensure compliance with all current and future regulatory requirements;
- prepare strategies, identify funding and financing options for, and develop schedules for, implementation;
- evaluate and recommend construction methods and materials;
- develop and/or revise specifications and details using word processing and Computer Aided Drafting (CAD) software compatible with current County standards;
- prepare contract documents (plans and specifications) for recommended improvements;
- provide bidding assistance including bid tabulations and recommendations, clarifications, and construction cost estimating for recommended improvements;
- provide construction inspection services required to ensure project conformance with applicable requirements, standards, and/or contracts;
- coordinate and review construction submittals, materials, and techniques in accordance with applicable requirements, standards, and/or contracts;
- record and review on-site construction activities, observations, and test results with DES representatives;
- identify aspects of construction that do not conform to requirements and/or standards to be corrected prior to approval of projects;
- prepare and/or respond to Requests-for-Information (RFI), prepare change orders, process payment applications, and provide recommendations concerning the reduction and/or release of retainage, and the acceptance of completed projects;
- verify and recommend approval and/or rejection of as-built record drawings of the project;
- prepare and submit copies of project records.

Deliverables will include, but may not be limited to, a comprehensive Electrical Safety Program, and planning, design and construction documents and services associated with recommended improvements resulting from the program.

## **SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS**

### **3.1 Submission of Respondent's Proposal**

- A. Acceptance Period and Location.** To be considered, Respondents must submit a complete response to this RFQ. Respondents not responding to all information requested in this RFQ 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 August 3, 2012.

Meagan Brennan  
Monroe County Purchasing and Central Services  
39 West Main Street  
Room 200  
Rochester, New York 14614  
Fax: (585) 753- 1104  
Email: 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.** Vendors receiving this RFQ who do not wish to submit a proposal should reply with the “No Response Form” [page 2 of this RFQ] to be received by the indicated contact on the form no later than the proposal submission date. This RFQ is the property of Monroe 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 five (5) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as “Proposal for Electrical Safety Services.”** The Respondent must 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 proposals.
- D. 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 RFQ. 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 RFQ and Questions**

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

### **3.4 Addenda to the RFQ**

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

### **3.5 Organization of Proposal**

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

**A. Transmittal Letter.** Each response to the RFQ should be accompanied by a letter of transmittal not exceeding two (2) pages 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 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 yourself or your company and any company you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.
2. Identification of company ownership.
3. Total gross revenues of the company covering the last three years.

**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:

A list of all public and private sector clients in the State of New York over the last three years, along with the dates of engagement for each client. Include the following information for each client:

- a. Name and address of the client;
- b. Approximate annual budget;
- c. Name and telephone number of contact person;
- d. Summary of the services provided to each client, including specific electrical safety program development.

**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) 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. Respondents should submit with their proposal, a completed Appendix B, Project Implementation Costs.

**G. Qualifications.** Provide information that clearly demonstrates your organization is qualified and competent to provide the requested services:

1. Résumés for the key personnel to be involved in providing services to the County. Resumes shall include the number of years of experience the individual has in electrical safety and examples of past projects.
2. List any licenses, certifications, or education required to perform these services.

**H. 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.

**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.

### **3.6 Method of Evaluation**

Selected personnel from Monroe County will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFQ and make a selection of the individual/entity best able to provide these requested services.

Responses to this RFQ 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
- ◆ Capacity/Availability to Perform Services
- ◆ Qualifications/Experience on Similar Projects
- ◆ Local Office/Support
- ◆ Other pertinent criteria

The awarded respondent will be required to provide Monroe County with a *Word* version of its final qualifications.

### **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, Monroe 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 RFQ documents and the anticipated 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 RFQ, 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 RFQ. 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.

**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 RFQ 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 RFQ, 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 RFQ 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 RFQ will be notified by the RFQ 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 RFQ. 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 GENERAL 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 I 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:  
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]