

# **MONROE COUNTY REQUEST FOR PROPOSALS [RFP]**

## **Job Readiness Training, Job Search, Placement and Retention Programs**

Release Date: April 29, 2016

Response Deadline: May 27, 2016



Monroe County  
Department of Human Services  
111 Westfall Road  
Rochester, NY 14620  
[monroecounty.gov](http://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:**

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

**RFP** **Job Readiness Training, Job Search, Placement and Retention Programs**

**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 Job Readiness Training, Job Search, Placement and Retention Programs. 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 with data comparable to that which was submitted by other Respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process.

The County’s objective is to enter into a one-year agreement with the option to renew for four 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 issuance until the selection of the successful Respondent.

Walter Webert, Contracting Specialist  
Monroe County Purchasing and Central Services  
39 West Main Street  
Room 200  
Rochester, New York 14614  
Fax: (585) 753- 1104  
Email: [wwebert@monroecounty.gov](mailto:wwebert@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](http://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. The County maintains the option to expand these types of services to other County projects, departments, and divisions as needed.

### **1.4 Time Line**

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

- This RFP will be distributed on April 29, 2016.

- 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 ET on May 6, 2016.
- 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 May 13, 2016.
- **Final RFP submissions must be received by 3:00 PM ET on May 27, 2016** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 Background**

The Monroe County Department of Human Services (DHS) seeks proposals from qualified candidates to provide job readiness training, supervised independent job search programming for eligible Safety Net Assistance and Non-Public Assistance Supplemental Nutrition Assistance Program (NPA-SNAP) applicants and recipients, and employment placement and retention.

DHS is interested in proposals with a strong emphasis on job placement and retention and encourages proposals including a pay for performance model. Cost proposals may be structured as fee for service, pay for performance, or a combination thereof.

### **2.2 Definitions**

*Job Readiness Training (JRT): A work activity in which a person is engaged in active training designed to provide assistance in securing employment.*

*Supervised Job Search: A work activity in which a person is engaged in an active effort to secure employment.*

*Job Placement: Assisting a person in securing employment based on skill level and appropriateness of position.*

*Job Retention: Measurement, at prescribed intervals, to assess if a person who was placed in employment has maintained said employment.*

*Safety Net non-MOE (Maintenance Of Effort): Financial Assistance definition for Single Individuals or Married couples without dependents*

*Welfare to Work Client Management System-(WTWCMS) New York States client management system used to account for participation in work activities*

### **2.3 Scope of Service**

#### **I. Job Readiness Training Component**

A one (1) week training consisting of 30 hours of activities described below with an outcome of a professional resume, numerous job leads at companies hiring in our community and at least one (1) interview conducted with an employer that is hiring, including honest feedback given to participant on the interview skills used.

- A. Provide job readiness training workshops for Safety Net non-MOE public assistance recipients.
  - a. Workshops must include the following topics:
    - i. Orientation to public assistance rules and regulations.
    - ii. Employment Preparation, including personal appearance, personal presentation and attitude, putting your best self forward.
    - iii. Resume development, cover letters, follow up contacts with prospective employers.
    - iv. Making the right vocational choice for you.

- v. Good work habits, and behaviors to avoid.
- vi. Managing problems with coworkers, customers, supervisors and others.

B. Provide participants with access to internet ready computers with printers.

C. Development of participant portfolio to include:

- a. Completed standard job application with prior work history
- b. Resume
- c. Employer contacts/job search record
  - i. Follow up for above to ensure accuracy

D. All appropriate (same day) reporting to DHS contact and data entry into WTWCMS of compliance/non-compliance, attendance, enrollment and schedules, for all clients, whether or not they reported.

## **II. Supervised Independent Job Search for Safety Net non-MOE Public Assistance Recipients Component**

A. The supervised independent Job Search Program must include:

- a. Capacity for a rolling group of Safety Net non-MOE PA recipients to engage in job search.
- b. A focus on and assistance with obtaining unsubsidized employment.
- c. Full oversight of the DHS job search requirements including completing a job search by applying with the required number of prospective employers each month and documenting the contacts in writing for submission at the follow-up sessions.

B. Review of participant job search activity by way of "spot checks" of each participant's job search contact submissions.

C. Provide all participants with access to phones, computers, printers, internet, fax machine, and photocopiers during the job search portion of the program.

D. Provide access to a Placement Specialist for guidance and job development services.

E. Identify and schedule on site hiring events regularly, at least once a month, for all participants.

F. All appropriate (same day) reporting and data entry into WTWCMS of compliance/non-compliance, attendance, enrollment and schedules, on all clients, whether or not they reported.

## **III. Supervised Independent Job Search for NPA-SNAP Clients Component**

A. SNAP applicants and recipients required to engage in work activity as a condition of eligibility for SNAP benefits may also be assigned to the JRT as described in Section 2.3.I, above. Those successfully completing JRT will be assigned to supervised independent job search. The supervised independent job search must include:

- a. Five follow-up sessions on a monthly basis following the initial job readiness training week.
  - b. Full oversight of the DHS job search requirements including completing a job search by applying for the required number of jobs each month and documenting the contacts in writing for submission at the follow-up sessions. Participants will be required to contact 40 prospective employers (an equivalent to 80 hours) each month and document the contacts in writing for submission at the follow-up sessions.
  - c. Review of participant job search activity by way of "spot checks" of each participant's job search contact submissions.
  - d. Additional job placement assistance to any and all participants involved in the Independent Job Search phase as the participant requests it.
- B. Provide all participants with access to phones, computers, printers, internet, fax machine, and photocopiers during the job search portion of the program.
  - C. All appropriate (same day) reporting and data entry into WTWCMS of compliance/non-compliance, attendance, enrollment and schedules, for all clients, whether or not they reported.

#### **IV. Employment Placement and Retention Component**

- A. Placement into employment is defined as an incentive payment for permanent employment, working at least 20 hours per week earning, at a minimum, the New York State minimum wage.
- B. Retention incentive payment will be based upon a defined time frame of continued employment that would be paid to the selected Respondent once the individual has worked continually at or above the requirements in IV-A.
- C. The selected Respondent must provide all appropriate (same day) reporting and data entry into WTWCMS of job placement, hourly rate, hours per week, and submission of MCDSS Employer's Statement to the agency within 10 days of start date of employment.
- D. Employment Placement and Retention Component Payment Structure: The selected Respondent can receive payment for job placement and retention for Safety Net clients only.

#### **Volume based on historical data**

Approximately 500 incentive opportunities per year for Components I and II combined.  
 Approximately 100 incentive opportunities per year for Component III.  
 Approximately 120 incentive opportunities per year for Component IV.

## **Reporting**

In addition to all appropriate (same day) reporting and data entry into WTWCMS of compliance/non-compliance, attendance, enrollment and schedules, for all clients, whether or not they reported, monthly job placement and retention reports will be provided by the 15<sup>th</sup> of the following month along with corresponding months' invoice. Vendor will also enter all reporting into the Division's web-based contract management system.

The Minority and Women Owned Business Enterprises (MWBE) Disadvantaged Business Enterprises (DBE) percentage goals as detailed in Section 4.13, **do not** apply to this RFQ.

## 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 PM Eastern Time, on May 27, 2016.

Walter Webert  
Monroe County Purchasing and Central Services  
39 West Main Street  
Room 200  
Rochester, New York 14614  
Email address: [wwebert@monroecounty.gov](mailto:wwebert@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 four (4) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Job Readiness Training, Job Search, Placement and Retention Programs."** The Respondent should also include a copy of its full proposal on a CD or USB Flash Drive. 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](http://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 Information:
    - a. Publicly Owned or Not for Profit Organizations: Financial history of the company covering the last three years. Submit a Consolidated Balance Sheet for the most recent year prepared by an independent certified public accountant in accordance with generally accepted accounting principles. The County reserves the right to request additional financial information during the proposal review process.
    - b. Privately Held Companies: Total gross revenues of the company covering

the last three years.

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 of the Respondent is a member of the selection committee, etc.
7. Any disputes or litigations as a result of services provided for Monroe County, either through a direct contract with Monroe County or as a subcontractor to another entity contracting with Monroe County.

**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. Include the following information for each public sector client:
  - a. Name and address of the client;
  - b. Dates of engagement for the client;
  - c. Approximate annual budget;
  - d. Name and telephone number of contact person;
  - e. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. A list of all agreements either directly with Monroe County, or as a subcontractor for another agency's agreement with Monroe County. Include the following information:
  - a. Name and address of the agency or Monroe County Department;
  - b. Services provided;
  - c. Dates of engagement;
  - d. Approximate annual budget;
  - e. Name and telephone number of contact person;
  - f. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
3. 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. 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.
- G. Certifications Regarding Debarment and Procurement Policy.** Respondents and proposed sub-contractors must print, sign, and submit with the proposal Appendix B: Certification Regarding Debarment, Suspension, and Responsibility and Certification Regarding Monroe County Procurement Policy and Consequences for Violation.
- H. MWBE/DBE Utilization.** If Section 2 of the RFP indicates that MWBE/DBE Utilization is applicable, Respondents shall detail their plan to utilize Minority and Women Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE). See Section 4.13 of the RFP for requirements.
- I. 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 4.12 of this RFP.
- J. 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.
- K. Exceptions to the Standard Contract.** For all exceptions to the Standard Contract, attached herein as Appendix A, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard 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.
- L. 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
- Approach to MWBE/DBE Utilization, if applicable
- 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 solicitation, to award a contract, or to procure or contract for services. The proposals submitted in response to this solicitation 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 solicitation. 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 Appendix A is a copy of the Standard 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 document 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 solicitation, 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 solicitation 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 solicitation will be notified by the 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 A.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 A.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 A.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 A.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 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.

#### **4.13 MWBE/DBE Requirements**

The County's goal is to increase the number of Minority and Women Owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE) in all possible areas of Monroe County procurement. In furtherance of those efforts, Respondents should utilize best efforts in achieving the goals for MWBE/DBE participation. The County's percentage goals for projects are as follows:

- Twelve percent (12%) MBE of the total cost of construction related Architectural and Engineering services.
- Three percent (3%) WBE of the total cost of construction related Architectural and Engineering services.
- Twenty percent (20%) DBE of the total cost of engineering services provided for certain Department of Transportation Agreements.
- Percentage as may be required by a grant funder.

Whether or not Respondents propose MWBE/DBE utilization will be considered in the rating of proposals. If Respondents elect to meet the participation requirements by utilizing MWBE and/or DBE subcontractors, the specific subcontractors are to be identified in the proposal. Respondents may substitute Minority or Women CO-OP Student Employment for MWBE Utilization. CO-OP Students must be utilized for these services for at least 50% of their work hours. Student credit shall equal the student's billing rate times the hours worked on the services.

The selected Respondent shall abide by the following requirements:

- A. The vendor shall submit the MWBE/DBE Utilization Plan for approval prior to execution of the resulting contract. The Utilization Plan should be accompanied by executed sub-contracts or signed letters of intent from the MWBE/DBE subcontractors identified in the plan.
- B. The vendor shall submit by February 1 an Annual Utilization Report indicating MWBE/DBE payments made during the previous year.
- C. When submitting the request for payment, the vendor shall list MWBE/DBE firms scheduled for payment for the specific period. The vendor shall identify the portion of the payment that is attributed to the MWBE/DBE firm(s). The vendor shall also submit payment records which demonstrate payment by the vendor to MWBE/DBE firms used.
- D. Prior to final payment the vendor shall submit to the County affidavits certifying payments to subcontractors, and the Final Utilization Report.

#### **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 MONROE COUNTY DIVISION OF SOCIAL SERVICES CONTRACT**

*The County contemplates that, in addition to all terms and conditions described in this document, the final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Sample Monroe County Division of Social Services 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, MCDSS may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms.*

**PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT shall be deemed to be dated as of the last date executed by a party hereto, by and between the Monroe County Division of Social Services, with offices at 111 Westfall Road, Rochester, NY 14620, hereinafter referred to as the "Division" and \_\_\_\_\_ corporation with offices at \_\_\_\_\_ hereinafter referred to as the "Contractor".

**WITNESSETH**

WHEREAS, the Division is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof, and

WHEREAS, the Contractor is willing and 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:

1. The term of this agreement shall be from \_\_\_\_\_ to \_\_\_\_\_. This contract may be terminated by either party upon 60 days written notice to the other party.
2. The Division hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_.00). Said sum shall be paid as follows:

In order to receive payment by the County for the sum(s) herein contracted for the Contractor must submit a properly completed and executed Monroe County claim voucher(s), supported with such information and documentation necessary to substantiate the voucher, approved by the COMMISSIONER of Monroe County Division of Social Services, or by his/her designee, and audited by the Controller of the County.

3. The Contractor hereby agrees to perform the following services for the Division:
4. The Division agrees to make payment in accordance with the terms established and designated in Appendix B. Contractor agrees to comply with all of the Division's applicable claiming practices and policies, and to submit claims in a timely manner only for services actually provided under the terms of this

contract.

5. Contractor assures and agrees that it will fully perform the services described in this contract in accordance with generally accepted professional standards in a manner satisfactory to the Division. The Division reserves the right to evaluate the quality of services provided by Contractor and suspend or terminate the purchase of services from Contractor should Division determine such services are not being performed in accordance with the provisions of this contract. Nothing contained in this section however shall be construed to limit any other rights or duties of the parties of this contract to suspend or terminate this contract.

6. The parties agree that the following attachments are part of this agreement:

APPENDIX A: Standard Clauses for Monroe County Division of Social Services Contracts

APPENDIX B: Reimbursement for Services

ATTACHMENT A: Program Narrative/Scope of Services

ATTACHMENT B: Program Budget

IN WITNESS THEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Date \_\_\_\_\_

\_\_\_\_\_  
Corinda Crossdale, Commissioner  
Monroe County Division Of Social Services

Date \_\_\_\_\_

\_\_\_\_\_

FEDERAL ID #

STATE OF NEW YORK) SS  
COUNTY OF MONROE)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came CORINDA CROSSDALE, to me known, who being by me duly sworn, did depose and say that she resides in ROCHESTER, N.Y., that she is the COMMISSIONER of the MONROE COUNTY DIVISION OF SOCIAL SERVICES, the Agency described in and which executed the above instrument; that as COMMISSIONER of said Agency she signed her name thereto.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK) SS  
COUNTY OF MONROE)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known, who duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument, that he/she signed his/her name thereto by order of the Board of Director's.

\_\_\_\_\_  
NOTARY PUBLIC

## **SAMPLE CONTRACT APPENDIX A**

### **STANDARD CLAUSES FOR DIVISION OF SOCIAL SERVICES CONTRACTS**

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the Monroe County Division of Social Services (the "Division") or Monroe County ("the County"), whether a contractor, licensor, licensee, lessor, lessee or any other party):

#### **Section 1. 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.

#### **Section 2. 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 Worker's 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 and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County 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 insurance shall provide for and name the Monroe County Division of Social Services and Monroe County as an additional insured. All policies shall insure the Monroe County Division of Social Services and 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 Division and 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 the Division and Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

#### **Section 3. INDEMNIFICATION**

The Contractor shall defend, indemnify and save harmless the Division and the County, its officers, agents, 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 Division and/or 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. Nothing herein is intended to relieve the Division or the County from its own negligence or misfeasance or to assume any such liability for the Division or the County by the Contractor.

#### **Section 4. 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, Worker's 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, Worker's 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.

#### **Section 5. EXECUTORY NATURE OF CONTRACT**

This Agreement shall be deemed executory only to the extent of the funding available and the Division and the County shall not incur any liability beyond the funds annually budgeted therefore. the Division 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.

#### **Section 6. 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 Division.

#### **Section 7. 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.

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  
402 County Office Building  
39 West Main Street  
Rochester, New York 14614

The Contractor shall, upon request of the Division or the County, provide the Division or the County such documentation, records, information and data and response to such inquiries as the Division and/or the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the Division and/or the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the Division and/or the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The Division and 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 Division or the County under this Agreement.

#### **Section 8. RIGHT TO INSPECT**

Designated representatives of the Division and/or 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.

The Contractor shall provide to the Division copies of its certified public accountant prepared financial statements, prepared in accordance with generally accepted accounting principles, and management letter within ninety (90) days after the end of the Contractor's fiscal year.

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

The Contractor shall deliver monitoring reports to the Division in a manner prescribed by the Division.

#### 8.1 HOUSING CONTRACTS

If this is a contract for housing, the following shall apply:

##### All Housing contracts

The Contractor shall submit a report to the Emergency Housing Coordinator of the Division within 10 days of the end of each month detailing the number of Division clients served in that month, including the number of actual beds days used.

##### Transitional Housing contracts

If this is a transitional housing contract, the Monroe County Division of Social Services shall approve in writing all requests for entry to the transitional housing provided from Contractor by assessing the client and notifying the Contractor in writing prior to assuming payment for said client.

Additionally, Contractor shall submit to Emergency Housing Coordinator of the Division a monthly status report on each client within ten (10) business days of the close of each month.

The Division shall determine the appropriate length of stay for each client and shall inform Contractor of a departure date for the client to exit the transitional housing.

The report shall also include submitting an independent living plan and monthly updates on client progress towards goals for those in Transitional Housing.

Contractor shall not be reimbursed for clients **admitted to the Contractor's transitional housing facility prior to the written approved date or for clients** remaining in the transitional housing beyond the departure date established by the Division.

#### 8.2 PREVENTIVE SERVICES CONTRACTS

If this is a preventive services contract, the Contractor shall submit a report to the Manager of Child and Family Services of the Division within 10 days of the end of each month detailing the number of Division clients served in that month, including the number of service units utilized.

#### 8.3 FOSTER CARE

If this is a foster care contract, the Contractor shall submit a report to the Manager of Child and Family Services of the Division within 10 days of the end of each month detailing the number of Division clients served in that month, including the number of bed days utilized.

### **Section 9. JOB OPENINGS**

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

The Contractor agrees to notify the Division and 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) 753-6096  
Telephone: (585) 753-1245

The Contractor recognizes that this is an opportunity to make a good faith effort to work with the Division and 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.

#### **Section 10. NON-DISCRIMINATION**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, military status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

## **Section 11. CONTRACTOR QUALIFIED, LICENSED, ETC.**

The Contractor represents and warrants to the Division and 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.

## **Section 12. CONFIDENTIAL INFORMATION**

For the purpose of this Agreement, "Confidential Information" shall include information or material proprietary to the Division and/or the County or designated as "Confidential Information" by the Division and/or 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 Division. The Confidential Information includes, without limitation, 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 Division and/or the County. Confidential Information also includes any information described above which the Division and/or the County obtained from another party which the Division and/or the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Division and/or 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 the Division and/or the 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 Division and/or the County, have a need to know such Confidential Information, and who have been authorized 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 the Division and/or the 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**

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 Division and/or the County for such a breach. The parties agree that in such circumstances, the Division and/or 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 Division and/or the County.

### **Section 13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

a. 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, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

b. To the extent that State-funds/State-authorized payments (SF/SAP) received are used to pay for program services by covered providers, any subcontractors or sub-awardees shall be made aware of the provisions of the regulations of 9 NYCRR Part 6157 - "Limits on Administrative Expenses and Executive Compensation". Additionally, Contractor and any subcontractors shall review as appropriate Executive Order No. 38, which can be located at <http://executiveorder38.ny.gov>.

### **Section 14. LAW**

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

### **Section 15. NO-WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the Division and/or the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the Division and/or the County from enforcing each and every term of this Agreement thereafter.

### **Section 16. SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

### **Section 17. 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 Division and/or 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 the Division and/or 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 Division and/or the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the Division and/or the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

### **Section 18. WAGE AND HOURS PROVISIONS**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Division and/or the County of any the Division approved sums due and owing for work done upon the project.

### **Section 19. STATE FINANCE LAW PROVISIONS**

a. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

b. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the Division may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

### **Section 20. FAIR HEARINGS**

Contractor acknowledges that eligible individuals receiving services under this contract may be entitled to request a Fair Hearing to appeal matters relating to the provision of services. Contractor agrees to cooperate and participate in the Fair Hearing process as directed by the Division or appropriate New York State Agencies, consistent with applicable law and regulation, regarding services provided under this contract. Such cooperation and participation shall include, but not be limited to, providing testimony, reports, records and documents at, and in preparation for Fair

Hearings, aid continuing in appropriate cases, and compliance with Fair Hearing decisions.

### **Section 21. RENEGOTIATION**

The parties agree to re-negotiate this Agreement in the event that the Federal Department of Human Services or appropriate New York State Agencies, issue new or revised requirements binding on the Division as a condition for receiving continued Federal or State reimbursement.

### **Section 22. ACCREDITATION**

The Contractor represents and warrants to the County and Division 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.

The Contractor further assures that all professional staff are qualified for their positions and all educational records and other credentials are genuine and on file. The records are to include but not limited to proof of: academic degrees, continuing education transcripts, state certifications, and professional licenses.

### **Section 23. CHILD ABUSE/STATE REGISTRY REQUIREMENTS**

The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

Pursuant to New York Social Services Law §413, effective July 1, 2014, the following persons and officials are required to report or cause a report to be made in accordance with New York State Law Social Services Law §413-420 when they have reasonable cause to suspect that a child coming before them in their professional or official capacity is an abused or maltreated child, or when they have reasonable cause to suspect that a child is an abused or maltreated child where the parent, guardian, custodian or other person legally responsible for such child comes before them in their professional or official capacity and states from personal knowledge facts, conditions or circumstances which, if correct, would render the child an abused or maltreated child: any physician; registered physician assistant; surgeon; medical examiner; coroner; dentist; dental hygienist; osteopath; optometrist; chiropractor; podiatrist; resident; intern; psychologist; registered nurse; social worker; emergency medical technician; licensed creative arts therapist; licensed marriage and family therapist; licensed mental health counselor; licensed psychoanalyst; licensed behavior analyst; certified behavior analyst assistant; hospital personnel engaged in the admission, examination, care or treatment of persons; a Christian Science practitioner; school official, which includes but is not limited to school teacher, school guidance counselor, school psychologist, school social worker, school nurse, school administrator or other school personnel required to hold a teaching or administrative license or certificate; social services worker; director of a children's overnight camp, summer day camp or traveling summer day camp, as such camps are defined in section thirteen hundred ninety-two of the New York public health law; day care center worker; school-age child care worker; provider of family or group family day care; or any other child care or foster care worker; mental health professional; substance abuse counselor; alcoholism counselor; all persons credentialed by the office of alcoholism and

substance abuse services; peace officer; police officer; district attorney or assistant district attorney; investigator employed in the office of a district attorney; or other law enforcement official. Reports shall be made to the Local Register (461-5690) or to the New York State Child Abuse and Maltreatment Register (1-800-342-3720). When such a person is required to report under this title, he shall immediately notify the person in charge of such agency who shall then become responsible to report or cause reports to be made. Persons, officials or institutions participating in good faith making a report, taking photographs or removing or keeping a child pursuant to the law shall have immunity from any liability that may result. Any such person, official or institution who willfully fails to report suspected child abuse or maltreatment shall be guilty of a Class A misdemeanor and shall be civilly liable for damages.

The Contractor understands that the Division is required by New York State Law and Administrative Directive 86-43 to have individuals (e.g. applicants for employment, employees, volunteers, consultants, and other providers of service, etc.) who will have the potential for regular and substantial contact with children, to be screened through the New York State Child Abuse Registry. The Contractor agrees to cooperate with the Division in order for the Division to meet the requirements of 86 ADM-43, including but not limited to, having individuals as noted above complete form DSS-3370 and to submit such forms to the Division. Upon being notified that an individual is the subject of an indicated report, the Division shall follow the provisions of 86 ADM-43 regarding making use of that individual's services.

#### **Section 24. BACKGROUND CHECKS**

Contractor remains, at all times during the term of this Agreement, responsible for the actions or inactions of its volunteers, agents and servants providing services pursuant to this Agreement. Such responsibility includes conducting criminal and other background checks for all such persons prior to said service.

#### **Section 25. LOBBYING**

As required by Section 1352, Title 31 U.S.C., and implemented at 34 CFR Part 82, Sec. 82.105 and 82.110, the Contractor certifies that:

No Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Contractor shall complete and submit Federal Standard Form 111, DISCLOSURE FORM TO REPORT LOBBYING, in accordance with its instructions.

#### **Section 26. DRUG-FREE WORKPLACE**

As required by the Drug-Free Workplace Act of 1988 (41 USC 8103), the Contractor certified that it will provide a drug-free workplace by:

Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace.
- The contractor's policy of maintaining a drug-free workplace.
- Any available drug counseling, rehabilitation, and employee assistance program.
- The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace.

Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph a.

Notifying the employee in the statement required by paragraph a., that as a condition of employment under this contract, the employee will:

- Abide by the terms of the statement.
- Notify the employer in writing of his or her conviction for a violation of a criminal drug statute **occurring in the workplace** no later than five calendar days after such conviction.

Notifying, in writing within 10 calendar days after having received notice under subparagraph d from an employee or otherwise receiving actual notice of such conviction, the Division.

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d., with respect to any employee who is so convicted:

- Taking appropriate personnel action against such an employee, up to and including termination including termination, consistent with the requirements of the Rehabilitation Act of 1973, or
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through the above steps.

## **Section 27. PROPERTY REQUIREMENTS**

The Contractor agrees that all property with a useful life of more than two years and a cost of \$500 or more, purchased in connection with this Agreement becomes the property of the DIVISION and is subject to all Federal and State regulations governing such property.

The Contractor agrees to provide the Division with copies of receipts for the purchase of all such equipment.

The Contractor agrees to notify the Division in writing upon the loss, theft, or damage of any such equipment.

The Contractor agrees that within 45 days of the termination date of this Agreement, or upon request of the Division, all such equipment in the possession of the Contractor will be delivered to the Division.

## **Section 28. MISCELLANEOUS**

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

b. The Division shall have the right, via its Director of Services, to direct the Agency to remove specific employees of the Agency from work within the scope of services under this agreement, and to not have those employees assigned to other work involving the Division.

c. The Contractor shall not enter into subcontracts for services to be provided through this contract without the Division's written permission. In the event a subcontract is permitted by the Division, the Contractor remains responsible for the performance of the subcontractor and the form and substance of the subcontract shall be consistent with 18 NYCRR Part 405, if applicable. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred conveyed, sublet or disposed of without the previous consent, in writing of the Division.

d. Contractor agrees to cooperate with the Division, as may be required, so that the Division and appropriate New York State Agencies will be able to fulfill their function and responsibilities under applicable provisions of the Social Security Act and the Social Services Law and be able to meet all of the applicable requirements, both State and Federal pertaining thereto.

e. 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.

f. This Agreement constitutes the entire Agreement between the Division and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.

**SAMPLE CONTRACT APPENDIX B**

**REIMBURSEMENT FOR SERVICES**

1. In consideration of the actual services to be performed by the Contractor pursuant to this Agreement, the Division agrees to pay, and the Contractor agrees to accept payments not to exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_.00). Payment under this Agreement is conditional upon the continued availability of State funds for this purpose and upon continued availability of funding appropriated by the County Legislature for this purpose. Should such funds become unavailable or the Monroe County Department of Social Services Budget fail to approve sufficient funds to complete this program according to the amount set forth in this paragraph, the Department may terminate this Agreement in accordance with the provisions of the Agreement, and the Contractor shall be relieved of any obligation to continue program activities beyond the period for which funds shall have actually been allocated.
2. The total amount payable under this Agreement shall not exceed the lesser of (a) actual expenses incurred during the contract term or (b) the contract ceiling specified in Paragraph 1.
3. The Contractor shall submit a standard Monroe County Claim Voucher in a form satisfactory for payment to the Division. All vouchers for payment under this Agreement shall include all documentation specified by the Division to ensure that the Contractor has complied with the provisions of this Agreement. Vouchers shall be submitted monthly and within thirty days of the services delivered.
4. The Department agrees to pay the Contractor for actual expenses incurred based upon the submission of a claim voucher, which is to be directed to \_\_\_\_\_, 111 Westfall Road, Rochester, NY 14620 where it will be initialed and dated prior to forwarding for payment.
5. Neither claims for periods of time not expressly included under this Agreement or any amendment hereto, nor claims made against an amendment prior to approval of said amendment by the Division shall be considered proper claims for payment. In addition, the Division will not process a voucher unless, and until, this Agreement is approved by the Director.
6. The Contractor shall submit the final voucher within thirty (30) days of the completion or termination date of this Agreement. Vouchers submitted after the thirty (30) day deadline will be subject to non-payment.
7. The Division agrees to pay the Contractor for services provided on behalf of fulfilling this Agreement, in accordance with Paragraph 1.
8. The Contractor agrees that no part of any submitted claim will have previously been paid either by the State or by any other funding source.
9. The Contractor agrees that funds received from other sources for specific services already paid for by the Division shall be reimbursed to the Division.
10. Notwithstanding any other provisions of this Agreement, in no event shall the Division's liability for payment under this Agreement exceed the amount set forth in Paragraph 1.

**SAMPLE CONTRACT ATTACHMENT A**

PROGRAM NARRATIVE/SCOPE OF SERVICES

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**SAMPLE CONTRACT ATTACHMENT B**

PROGRAM BUDGET

**APPENDIX B**

**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 (3) 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 (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY  
AND CONSEQUENCES FOR VIOLATION**

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

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

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

\_\_\_\_\_  
[Print Name of Contractor]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]