MONROE COUNTY
REQUEST FOR PROPOSALS
[ RFP ]

Elderly Community Outreach Program

Release Date: March 10, 2017
Response Deadline: April 7, 2017

Monroe County
Office for the Aging
Monroe Community Hospital
435 E. Henrietta Road
Faith Wing, Suite 3
Rochester, NY 14620
monroecounty.gov
NO RESPONSE FORM

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

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

RFP Elderly Community Outreach Program

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 an Elderly Community Outreach 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 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.

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.

   Kim Boedicker, Contract Specialist
   Monroe County Purchasing and Central Services
   39 West Main Street
   Room 200
   Rochester, New York 14614
   Fax: (585) 753-1104
   Email: kimboedicker@monroecounty.gov

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

1.3 Presentation and Clarification of the County’s Intentions

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so. 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 March 10, 2017.
• 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 March 17, 2017.

• 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 March 24, 2017.

• **Final RFP submissions must be received by 3:00 PM ET on April 7, 2017** 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 Overview

The Monroe County Office for the Aging (MCOFA) is seeking an entity to provide efficient and cost-effective public education and support services to older adults, age 60 and over, that reside in Monroe County. These services are funded by New York State via the Community Services for the Elderly Program (CSE). CSE is a New York State Office for the Aging (NYSOFA) initiative that funds community-based, supportive services to frail, low-income elderly individuals that need assistance in order to maintain their independence safely at home. CSE funding enables MCOFA the flexibility to determine the specific unmet needs among older adults in the community and shape the way the delivery system is organized to respond, within the general parameters of CSE’s intent and goals.

Through the Elderly Community Outreach Program, MCOFA utilizes CSE funding for targeted outreach through public information/education and supportive services to assure that adults have awareness of and convenient access to community-based services. Given the limited amount of funding available, the selected respondent is expected to link with existing services within the aging services delivery system to more effectively meet program goals.

2.2 Detailed Scope of Work

Elderly Community Outreach services are divided into two program service delivery categories. The successful respondent will be required and expected to meet criteria in the following two service categories:

1. Public Information/Education presented and carried out as group outreach presentations to older adults, age 60 and over in Monroe County, and
2. Information and Assistance on a one-to-one, person centered basis, for older adults, age 60 and over in Monroe County.

Please note: this program differs from NY Connects and other Information and Assistance Services because it is directed specifically to older adults, age 60 and over, and does not include caregivers or persons with disabilities under age 60.

2.2.1 Public information and education activities include: planned efforts to provide consumers information about services, resources and entitlements. Activities include the distribution of newsletters, flyers, pamphlets, and brochures, the use of mass media for news, features, public activities, and public presentations by a recognized case worker of an older adult.

These outreach activities are initiated for the purpose of identifying potential clients and encouraging their use of existing services and benefits. The successful applicant will be expected to play an integral role for MCOFA by conducting a variety of public information opportunities via community outreach efforts throughout Monroe County. These efforts may also result in identifying service gaps which are then reported back to MCOFA. This information is incorporated into the service needs assessment.

Gathering information from, and presenting to, a group of older adults, or in a one-to-one setting, can result in addressing an individual’s need for specific services. Addressing the specific needs of an older adult is deemed as providing supportive information and assistance and is recorded as such. One-to-one contact with an older adult typically results in a referral to address an identified need or service that the person may benefit from via the area aging
Successful outreach efforts often result in the provision of supportive services that will, in turn, assist in the overall wellness of the person being served. Special emphasis is placed on targeting underserved populations such as but not limited to, low income and low income minority populations, people with limited English proficiency, and other groups and/or individuals that may not be currently linked to community based services.

2.2.2 Information and Assistance includes advocating on the client’s behalf to ensure the needed services are satisfactorily provided. Options counseling is offered as an interactive process, whereby older adults and their family caregivers are assisted in evaluating all of their long term care options, and are supported in making a decision based on their individual situations.

The provision of information on services, benefits, entitlements and other areas of concern to older adults enables them to locate and obtain needed resources on their own. An individual is provided with information on a one-to-one basis about available services and opportunities in the community; assisted in defining problems/needs and capacities; and receives direction or guidance relative to those identified issues and is linked to services and opportunities to meet the problems/needs. When appropriate, case assistance may also involve worker intervention, negotiation and advocacy with providers on the client’s behalf to ensure the delivery of needed services and benefits. Also included is follow-up, to the extent possible, that the consumer receives services.

Information and Assistance oftentimes is a two-step process involving the initiation and linking between a client and a service provider, and follow-up to determine whether the service has been or is being provided.

The goal of this program is for an older adult to receive the identified support services and appropriate follow-up, which enables them to remain living independently in their own home. In addition, these community based services play a major role in preventing the premature admission into an institutional based, higher level of care, such as a skilled nursing facility, resulting in lower overall health care costs that benefit the community of as a whole.

An effective Elderly Community Outreach Program will:

1. Enable the older adult to remain living safely in their own homes and participate in family and community life;
2. Reduce the reliance on institutional care;
3. Provide referrals to older adults for cost-effective, non-medical community based services, which includes the documentation of measurable, successful outcomes;
4. Afford proper access to necessary information and case assistance;
5. Provide ongoing educational efforts to older adults in group settings such as area senior centers, civic associations, faith based institutions and other locales where older adults congregate;
6. Provide ongoing one-to-one efforts to encourage older adults to use existing supportive services and benefits;
7. Increase awareness of area wellness initiatives targeted towards older adults; and
8. Collect and report upon information that addresses any potential service gaps within Monroe County.

Currently, there are approximately 1,600 unduplicated older adults age 60 and over that are provided Public Information/Educational outreach presentations. The current number of units of service provided for Public Information/Education is defined by NYSOFA as each activity or event or each distribution of printed information per presentation. The current number of units of service provided for Public Information/Education is 90 units of service.
There are approximately 600 adults age 60 and over, who are provided Information and Assistance. NYSOFA defines a unit of service for Information and Assistance as “One Contact”. The current number of units of service provided is approximately 2,400 units of service.

MCOFA’s intent through this RFP is for these deliverables to be met or exceeded.

Please note: NYSOFA periodically changes the standard definitions of service. At the time this RFP was written the definitions for units of services were as stated above. If the standard definition should change within the selected Respondent’s contract period, units of service will be adjusted accordingly.

New York State Office for the Aging now requires all contracts greater than $25,000 to comply with the Office of Minority and Women Owned Business Enterprises commodity and service contracts requirements. http://ogs.ny.gov/mwbe/Forms.asp Respondents must submit applications complying with the following: The MWBE – Equal Opportunity Policy Statement for Contractors and subcontractors of the NYS Office for the Aging (MWBE-100), the Staffing Plan for Contractors of the NYS Office for the Aging (MWBE-101) and the MWBE Utilization Plan for Contractors of the NYS Office for the Aging (MWBE-103) MWBE/DBE Utilization is applicable for this project. Respondents shall detail their plan to utilize Minority and Women Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE). See Appendix E for New York State requirements. These requirements of the funder supercede the MWBE requirements detailed in Section 4.13.

2.3 Additional Information

Respondent must demonstrate that they accept the conditions outlined below.

Recognition
Recognition of the US Administration for Community Living, New York State Office for the Aging and Monroe County Office for the Aging in all program/service brochures, flyers, website directories and other printed and electronic materials and communications.

Voluntary Contributions for Services
Eligible individuals receiving these services may not be charged a fee. However, they must be offered the opportunity to make a confidential voluntary contribution, through both verbal and written communication. A variety of methods may be used, including distribution of a suggested rate, a sliding scale for contributions, and reminders to those who can afford to contribute. Individuals must also be offered the opportunity to contribute anonymously if they wish. All funds received from client contributions will be utilized to enhance program delivery and provide additional services to older persons. An eligible individual cannot be turned away for inability or refusal to pay a suggested contribution. Contributions must not be tracked against an individual, but all contributions must be reported with back up documentation for submitted vouchers for payment. Individual who counts contributions or other funds must be bonded unless they are a government employee.

Reporting Requirements
Electronic reporting via the Office for Aging’s designated reporting system and the County’s ContractHQ electronic contract management system will be required of the selected applicant. This includes generating monthly and quarterly reports, annual self-evaluations, and program assessments as required by the Office for the Aging in order to measure the
effectiveness and impact of the program. Reports may include performance measures, outcome objectives, number of people served including demographics, and units provided.

The selected respondent will be required to document appropriate consents to capture individual participant’s information, share, and refer for other services. Client specific information will be housed in a statewide client database; however, information will be maintained locally with aggregate data available to the New York State Office for the Aging and US Administration on Aging. Each individual who will be provided access to entering data will require his/her own user ID and password through the NYS Department of Health’s Health Commerce System and must have his/her own email address. The selected respondent will be required to follow HIPAA and HITECH Compliance with training facilitated by MCOFA and enter into appropriate agreements for said access.

Respondents must provide a sample of how they measure customer satisfaction to ensure the funds are being used appropriately and are meeting the needs of the older adults being served.

The selected respondent must collect customer comments or evaluations on service annually. Once collected these must be analyzed and reviewed for program improvement consideration. Any health/safety issues identified in these comments must be reported to MCOFA.

Collaborations
It is expected that all submitted proposals describe how the applicant will incorporate other Aging Service providers within the community in order to maintain efficiencies and minimize any duplication in service delivery, including how it will refer to other organizations when a need has been identified.

Outreach
The chosen provider must describe its outreach plan to serve individuals who are demographically comparative to Monroe County’s older adult population. This plan should include a list of events, publications and other efforts to reach and serve the targeted population. Outreach is defined by the New York State Office for the Aging as: “Activities initiated by the AAA or its subcontractors for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits. This includes face-to-face or telephone contact between a worker and an individual. Please note, according to the New York State Office for the Aging, outreach is defined as when the AAA/subcontractor finds an isolated older person who has no prior knowledge of the AAA, not when an older person finds the AAA/subcontractor.”

The increase in the number of older persons, especially among ethnically diverse populations with limited English proficiency and those who are age 60 and older is challenging society’s ability to meet the rapidly growing demand for age-related services. Such demographic changes call for specifically refined approaches to creative service delivery and outreach efforts that meet those demands.

To comply with US Executive Order 13166 and NYS Executive Order 26, respondents must detail its ability and accommodations to serve all eligible individuals, including those with limited English proficiency, just as expediently as English speaking clients, and at a minimum via telephonic interpretation, and including translated printed materials, and other means.

Emergency Planning
The selected respondent must provide a detailed emergency plan including:

1. Emergency contact(s) with at least one back-up.
2. Policy and Procedures for cancellations – how applicant determines if a program or activity is postponed or cancelled, including who is in charge of making determination.
3. Which activities/program (if any) are essential functions for short term and long term emergencies.
5. Emergency plan should detail how individuals are notified of any change in service delivery (scripts to contact individuals registered, media notification etc.).
6. Supervisor contact list and telephone tree.
7. Any general emergency preparedness information.
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 April 7, 2017.

Kim Boedicker
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Email address: kimboedicker@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 eight (8) complete copied sets of the signed original Proposal. Proposals should be clearly marked as “Proposal for the Elderly Community Outreach Program.” 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.

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.

Respondents must also complete and submit with their proposal Appendix C, Program Narrative of this RFP which, if approved, will be used as an attachment to the resulting Agreement.

F. Cost Proposal. Elderly Community Outreach Program Respondents must detail the proposed method of compensation for the services. Pending the availability of funding, the County anticipates awarding approximately $153,964 for these services per contract term. Contract terms for these services run from April through March of the following year, a 12-month term. The selected Respondent will be required to provide a minimum of approximately $51,322 in ongoing matching funds. (This sample match amount was based on Federal/State Match Requirement Formula of final allocation. Federal Match for all programs, except Title III-E, is 11.12% of the Federal Share or 10% of the Net. Title III-E and State funded programs require a 33% match of the state allocation or 25% of net total, except for WIN funds, which do not require match and may increase or decrease based on final contracted allocation). Respondents must detail their allocation of funds by filling out and attaching Appendix D, Program Budget. Respondents must fill out the Budget forms to the best of their ability and attach as a Cost Proposal any additional information they deem necessary for the County to determine funding allocation.

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.

Respondent acknowledges that resultant Agreement(s) will be made available to the public and searchable online in a digital form pursuant to Public Officers Law § 87.

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 STANDARD MONROE COUNTY 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, 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. REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as if set forth fully herein.

II. SCOPE OF SERVICES

The Contractor shall perform the following services for the County:
III. 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.

IV. 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.

V. 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.
VI. 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.

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

COUNTY OF MONROE

By
Cheryl Dinolfo
County Executive

CONTRACTOR

By
Name:
Title:
On the ___ day of __________ in the year ______ before me, the undersigned, a Notary Public in and for said State, personally appeared CHERYL DINOLFO, 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

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

STANDARD CLAUSES FOR COUNTY 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 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 Monroe County as an additional insured. 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.

**Section 3. INDEMNIFICATION**

The Contractor shall defend, indemnify and save harmless 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 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 County from its own negligence or misfeasance or to assume any such liability for 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 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.

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 County.

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 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Uniform Grant Guidance) Subpart F 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 Seven Hundred and Fifty Thousand and no/100 Dollars ($750,000.00) 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 Uniform Grant Guidance) 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 Uniform Grant Guidance) to the County.
If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars ($750,000.00) 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
303 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.

**Section 8. 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. Contractor may retain all pertinent records in electronic format provided written notice is provided to the County that such method will be used. Retention of electronic records shall be for a period of ten (10) years after final payment.

**Section 9. 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 10. 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.

Section 11. 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, 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 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 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 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 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 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.

3. **Freedom of Information Law**

This paragraph 3. of Section 12 shall apply after written notice by the Contractor that certain information provided to the County is Contractor Confidential Information. In the event that the County or any of the County’s members, officers, agents or representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the County shall provide Contractor with prompt written notice of any such request or requirement so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with this provision of this Agreement. Furthermore, in recognition of the fact that the County is subject to laws requiring disclosure of public documents, including the Freedom of Information Law ("FOIL"); the parties agree that in the event that the County receives a request or order for the release of Contractor’s Confidential Information, the County shall provide Contractor with prompt notice thereof so that Contractor may seek a protective order or other appropriate remedy prior to such disclosure, if Contractor chooses to do so. If, in the absence of a protective order or waiver from Contractor, the County is nonetheless, in the opinion of the County Attorney and after consultation with Contractor, compelled to disclose some portion of the Contractor’s confidential information, the County may disclose such information to such person without penalty under the terms of this Agreement and shall immediately advise Contractor of such disclosure.

**Section 12. 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, including but not limited to any and all reporting requirements, 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 13. 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 14. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by 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 County from enforcing each and every term of this Agreement thereafter.

Section 15. 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 16. 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.

Section 17. 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 County of any County approved sums due and owing for work done upon the project.

Section 18. 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 County may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

Section 19. MISCELLANEOUS

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

b. 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.

c. Attached to this Agreement and incorporated herein is the Certification Regarding Debarment, Suspension and Responsibility/Certification Regarding Monroe County Procurement Policy and Consequences for Violation.

d. The Contractor agrees that this Agreement may be made available to the public and searchable online in a digital format.
This Appendix shall be attached to and made part of the agreement between the parties.

1. PURPOSE OF THE PROGRAM

The Contractor understands and agrees that:

A. The Federal and State goals, such as those of the Older Americans Act (hereinafter referred to as "OAA"), New York State Programs for the Aging, and other related program goals as determined by the Monroe County Office for the Aging (hereinafter referred to as the "County Office") are:

1. to prevent and delay institutionalization by assisting the elderly to remain in their own homes as long as possible;
2. to reduce isolation by enabling the elderly to remain a part of community life;
3. to enhance the quality of life through the promotion of educational, cultural, and leisure time activities and programs;
4. to safeguard the social, legal, political, financial and human rights of the elderly;

and furthermore that the specific purposes of the funding for which the Agreement is being made, and the services described herein by the Contractor are designed to further the above goals.

B. The Contractor understands and agrees that it is entitled to apply for funds based upon the allocation figure determined or approved by the County Office.

C. The Contractor further understands and agrees that it will apply only for funds which are necessary to meet specific unmet needs of the elderly within the next year and that no funds will be awarded which cannot be effectively utilized throughout the planning and service area.

D. The Contractor understands and agrees that priority must be given to those activities and services which will assist and benefit low-income and minority older persons throughout the planning and service area, and assures, to the extent feasible, and with respect to resources made available under the agreement, that low-income and minority individuals will be served at least in proportion to their relative numbers in the planning and service area.

E. The Contractor assures that it has the authority and capacity to carry out, directly or through contractual or other arrangements, a program pursuant to its proposal within the planning and service area.

2. HEALTH AND SAFETY STANDARDS

The Contractor agrees that it will take all necessary steps to ensure the health and safety of all program participants. Specific responsibilities include:
A. Documentation that all buildings are in compliance with applicable fire, safety, health and building code standards, and evidence that any reported violations have been corrected.

B. Training of all project personnel and volunteers regarding emergency procedures.

C. Maintaining at each site any prescribed Participant Registration Forms.

D. Complying with applicable health and safety standards for the services prescribed herein, as developed by the New York State Office for the Aging ("NYSOFA") and/or the County Office.

3. TARGETING OBJECTIVES AND GOALS

Targeting requirements are applicable to all Older Americans Act and New York State programs (e.g., Community Services for the Elderly (CSE), Expanded In-Home Services for the Elderly (EISEP), Wellness In Nutrition (WIN) Program, etc.) administered by NYSOFA and the Area Agencies on Aging.

Consistent with the OAA and NYS applicable regulations, the aging services network's targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable) served by both Aging Network funded programs and programs funded by other community resources (such as the local Department of Social Services, Mental Health, Public Health Nursing, United Way, etc.) through network system development activities, and assisted referrals. These targets are determined in the Annual Plan approved by the New York State Office for the Aging.

4. ELIGIBILITY COMPLIANCE AND SERVICE PRIORITY REQUIREMENTS

The Contractor shall comply with all pertinent eligibility requirements and shall not provide services to persons not eligible under Federal or State rules and regulations, such as those of the Older Americans Act, the New York State Elder Law, and various New York State Program Requirements, or any other related eligibility requirements as determined by the County Office.

The Contractor shall provide services to individuals based on need. Those individuals determined by the County Office to have the greatest need shall be given priority to receive the services. If a waiting list exists, the Contractor will place those individuals with the greatest need at the top of the waiting list.

5. STAFFING OF THE CONTRACTOR

Adequate numbers of qualified staff will be assigned to assure the effective conduct of responsibilities under this proposal. Subject to the requirements of merit employment systems of local government, the Contractor will be required to develop written plans to identify and give preference to persons age 60 and over for employment in the implementation of its proposal.

The Contractor 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.

The proposed staffing plan prepared by the Contractor will set forth the number and type of personnel employed and will be included in this proposal. The Contractor understands and
agrees that once the staffing plan has been approved, such plan must be adhered to in all personnel actions taken by the Contractor, and that, if the Contractor determines it must deviate from such plan, it must obtain the prior approval of the County Office, in writing.

The County Office shall have the right to review and accept or reject the qualifications of all personnel hired by the Contractor pursuant to the agreement.

6. TRAINING OF PERSONNEL

The Contractor, with approval of the County Office, will develop and implement a plan to ensure that all personnel are adequately trained. The training will provide an understanding of program goals, rules and regulations, and a working knowledge of forms and procedures used. All staff funded in whole or in part under this application shall be required to attend training provided either by the County Office or NYSOFA.

7. RECORDS AND REPORTS

The Contractor will keep and require all sites and subcontractors to maintain such records and make such reports in such form and containing such information as may be required by the County Office and NYSOFA. The Contractor will comply with all reporting requirements requested by the County, including but not limited to, consent procedures and using unique identification codes as necessary when supplying reporting standards. The Contractor will maintain less than 10% missing data in the required reporting system or risk reduction in funding due to State and Federal requirements. 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.

The Contractor will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the County Office, and the nature and amount of all charges claimed against such funds. In addition, the Contractor will maintain the following specific types of documentation, as appropriate, for review as part of the assessment procedures:

A. Subcontracts and budgets for all programs, as well as supporting documentation for all vouchers, including subcontractors

B. Documentation by program of any information reported to the County Office

C. Advisory Council or Center Council by-laws and minutes of meetings

D. Reports of all consultants

E. Records of assessments

F. Copies of all audits, including auditor’s findings and any findings and recommendations applicable to this program

At the expiration or termination of this agreement, all plans and programs, all educational plans, programs, and materials; all program records; and all program evaluations shall be delivered to and become property of the County Office.
All books and records (including supporting documents) relating to the Contractor's performance under such agreement which are not delivered to the County Office, as set forth above, shall be retained by the Contractor for six (6) years after the expiration or termination date of such agreement unless permission is given to the Contractor in writing by the County Office and the Monroe County Controller to destroy them prior to the expiration of said six (6) year period.

The Contractor will submit on an annual basis, a copy of the organization’s annual fiscal audit and management letter completed by a certified public accountant. The copy is to be submitted within thirty (30) days of the organization’s receipt of the completed audit for the respective fiscal year to:

County of Monroe  
200 County Office Building  
39 West Main Street  
Rochester, New York 14614  
Attn: Kim Boedicker

The Contractor’s obligations with regard to records and reports under this Section shall continue beyond the termination of such agreement.

8. ASSESSMENT UNDER THE AGREEMENT

The Contractor will cooperate and assist in any efforts undertaken by the County Office, NYSOFA or the Administration on Community Living (ACL) to assess or evaluate the effectiveness, feasibility, management, administration and costs of activities under any agreement implementing this proposal. The County Office will be responsible for monitoring this agreement.

9. FINANCIAL REQUIREMENTS

A. The Contractor will make expenditures only for authorized items of expense set forth in the line item budget contained in this proposal, as approved by the County Office, and agrees that if other than authorized expenditures become necessary, the Contractor will request in writing and await written approval of budget revisions by the County Office before incurring such expenses. Except in the event of emergency or extraordinary circumstances, no budget revisions will be allowed within thirty (30) days prior to the expiration or termination of the agreement.

B. The Contractor will file claims with the County Office on a timely basis. Claims must be filed monthly by the 10th day of the month following the claim period, in such manner and form as prescribed by the County Office. Failure to meet this requirement could result in delay of payment or non-payment to the Contractor.

C. The Contractor agrees to return the full amount of any overpayment, which may be made under the provisions of the agreement within thirty (30) days after written notification from the County.

D. The Contractor agrees that all encumbrances under the agreement shall be liquidated within thirty (30) days after the expiration or termination of the contract period in which the encumbrance was incurred unless otherwise authorized in writing by the County Office to the State Office.
E. The Contractor agrees that it will make a full and final accounting of all Federal, State and County funds received under the agreement within thirty (30) days after the expiration or termination of the contract period.

F. The Contractor shall submit its final claim ("close-out" voucher) within forty-five (45) days after the expiration or termination of the contract period.

G. All equipment and supplies, the cost of which is reimbursed from funds received under this Agreement, shall be used for the provision of service to Monroe County, the title of which will be held by the Contractor and revert back to the County when the program or service ends. Equipment and supplies shall not be available for general use by the Contractor. A complete inventory of all such equipment shall be maintained by the Contractor. All such equipment shall be identified in a suitable manner. Within thirty (30) days after the expiration or termination of the contract period, the Contractor shall submit a final inventory of all such equipment on hand. Disposition of the inventoried property shall be made in accordance with applicable provisions of law, as determined by the County Office.

H. Purchases by the County are not subject to State and local sales or excise taxes. There is no exemption, however, for social security, unemployment insurance and like taxes.

I. The Contractor shall during regular business hours make available for reasonable audit and inspection and visitation by the County Office and the Monroe County Controller, and/or by auditors from ACL, and/or by auditors from NYSOFA, or any persons retained by these agencies, its contract services, facilities, and all financial, statistical and client reports, client records, memoranda and other data relating thereto. All examinations, inspections, audits and visitations hereunder shall, in the absence of any effective waiver by the participant, be conducted in accordance with the standards or participant confidentiality and privilege, on the Contractor's premises and, in the discretion of the Contractor, in the presence of a representative of the Contractor.

J. In the event of disallowance or audit exception by the County Office, including any exception resulting from a State or Federal audit, of any expenditure which it considers to be an item not properly allocable to the work or reimbursable under the Agreement, the County Office shall notify the Contractor in writing of the disallowance.

K. The amount of the disallowance may be withheld from the Contractor's next claim voucher or, if the disallowance exceeds the amount of reimbursement due the Contractor, the County Office may require a repayment from the Contractor. Any such repayment must be made within thirty (30) days after the expiration or termination of the contract period.

10. CONTRIBUTIONS AND COST SHARING

The Contractor shall afford participants the opportunity to make contributions to defray all or part of the costs of the services provided under the Agreement. The County Office shall approve the amount of any suggested contribution. Each participant shall determine the amount he or she is able to contribute toward the cost of the services. No participant shall be denied service because of his or her inability or refusal to contribute toward the cost of the service. The Contractor shall provide that the methods of collecting contributions from individuals for services under the Agreement shall be handled in such manner so that, to the
greatest extent possible, whether a participant has contributed, or the amount of such contribution, is not ascertainable.

Expanded In-Home Services for the Elderly Program (“EISEP”) clients shall pay cost sharing for in-home services received under the client’s care plan, according to a sliding scale determined by the New York State Office for the Aging. No cost sharing will be charged for clients whose income is at or below 150% of the poverty level specified by the Office, partial cost sharing will be charged clients whose income is between 150% and 250% of poverty levels and the full cost of services will be charged to clients whose income is at or above 250% of poverty levels. Those persons requested to cost share under EISEP shall not be asked to make a contribution to the cost of the EISEP funded services.

Participant contributions will be deducted from the gross costs for determining the net costs upon which the state share of costs shall be based. Such contributions will be deposited to the credit of the program as often as the amounts warrant but not less frequently than weekly. Proper safeguards will be employed to protect cash pending deposit.

11. ADVISORY COUNCILS

Unless otherwise waived by the County Office, the Contractor will establish an advisory council, which meets at least four (4) times each year. The council will consist of representatives of program participants and the general public. The advisory council shall advise the Contractor on all matters relating to the development and administration of the program and operations conducted thereunder.

12. RELATIONSHIPS WITH OTHER CONTRACTORS

The Contractor shall take the initiative to develop working relationships or agreements with other providers of service to older persons, especially those operating programs and services under other titles of the Older Americans Act, the New York State Community Services Program for the Elderly (“CSE”) and EISEP. Such relationships or agreements shall be designed to coordinate activities conducted under the agreement with the County Office so as to provide maximum benefits to older persons in the planning and service area. Agreements pursuant to this section shall be subject to the provisions of Section 12 below.

13. PUBLIC INFORMATION

The Contractor will provide for a continuing program of public information specifically designed to assure that information about the program and activities carried out under this proposal are effectively and appropriately promulgated throughout the planning and service area. Specifically, the Contractor agrees:

1. That any public information materials or other printed or published material, the cost of which were paid in whole or part with funds provided under the Agreement, will give due recognition to the fact that the program herein is supported with public funds from the NYSOFA, the ACL, the U.S. Department of Health and Human Services, and administered by the County Office. Reimbursement of costs associated with printed or published materials will not be made unless such recognition is given to the County Office.

2. That all rights and title to any materials or raw data in any form whatsoever (including, but not limited to, manuals, guides, texts, audio or visual materials or devices, microfilm, microfiche, and computer card, discs or tapes) developed with funds from the agreement shall become and remain the sole property of the County,
and the Contractor shall have no further rights thereto unless specifically provided in writing by the County.

3. Where practicable, the Contractor will post one or more signs advertising the program. The number, form, content and location(s) of such sign(s) shall be subject to the approval of the County Office.

14. TESTIMONY

The Contractor agrees that it shall be fully accountable for its performance under the Agreement and agrees to answer under oath all questions, relevant to the performance thereof, and to any transaction, act, or omission, had, done, or omitted in connection therewith, if called before a Judicial, County, or State Officer or agency empowered to investigate the agreement or its performance. Notwithstanding the provisions of Section 14 below, failure by the Contractor to answer any questions relevant to its performance under the Agreement shall be grounds for the immediate termination of the Agreement by the County Office.

15. SUSPENSION OR TERMINATION OF THE AGREEMENT

Either party may terminate the Agreement at any time during its term by giving to the other party sixty (60) days' notice in writing of its intention to terminate, using the address at the top of the agreement.

Notwithstanding the provisions of the above paragraph, the County may terminate this Agreement immediately upon written notice to the Contractor upon the happening of any of the following:

1. Funding for the services to be performed under this Agreement is terminated, curtailed or modified.
2. The Contractor becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.
3. The Contractor violates any of the terms and conditions of this Agreement, or any relevant statute or regulations.
4. The County determines that the services performed by Contractor do not adequately meet the standards of quality as prescribed by State and Federal governments.

16. EQUAL ACCESS

The Contractor cannot use funds to advance any partisan candidate or effort; however the Contractor shall ensure that it will grant equal access to candidates regardless of policy view or party affiliation.

17. SECTARIAN INFLUENCE

The Contractor cannot use funds to advance any sectarian effort and ensure that any services to be provided under this contract shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such service.

18. GRIEVANCE PROCEDURE
The Contractor will utilize the "Grievance Procedure for Area Agencies on Aging", provided by the County Office for resolving complaints from older persons who are dissatisfied with or denied services.

19. LAW

In addition to any references made in Appendix A, Standard Clauses for County Contracts, the parties agree to the following:

A. To comply with all State and Federal laws, as amended; and any requirements outlined by State Office issuances and evaluation criteria, including but not limited to: Older Americans Act, Elder Law; Federal Executive Order 11246, as Amended by Federal Executive Order 11375; Federal Executive Order 12086, as Amended by Federal Executive Order 13279; State Executive Law, Article 15; Equal Access to Services and Targeting Policy (12-PI-08) providing reasonable, timely and appropriate language assistance to the limited English proficiency (LEP) populations that it serves; and maintaining less than 10% missing data in any program funded through the State Office and County Office.

B. To provide reasonable, timely and appropriate language assistance to the limited English proficiency (LEP) populations that it serves. This shall include but not be limited to, a telephonic interpretation service or similar community arrangement with a language interpretation service provider.

20. EMERGENCY PREPAREDNESS PLAN

The Contractor shall develop an emergency preparedness plan which will be implemented during and beyond normal service delivery timeframes when normal service delivery capacity is interrupted due to inclement weather conditions and or other disasters of a similar nature which challenge the health, safety and welfare of current clientele. The Contractor shall furnish a copy of the plan to the County Office with each and every update in a timely manner.

The County, in case of breach of the foregoing provisions by the Contractor, also reserves the right to rescind this Agreement.
SAMPLE CONTRACT APPENDIX C

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 or 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]

Revised 10/3/2013
SAMPLE CONTRACT ATTACHMENT A

PROGRAM APPLICATION

See Attached.

SAMPLE CONTRACT ATTACHMENT B

PROGRAM BUDGET

See Attached.
Title I - Declaration of Objectives for Older Americans

Section 101 - Declaration of Objectives for Older Americans

The Congress hereby finds and declares that, in keeping with the traditional American concept of the inherent dignity of the individual in our democratic society, the older people of our Nation are entitled to, and it is the joint and several duty and responsibility of the governments of the United States, of the several States and their political subdivisions, and of Indian tribes to assist our older people to secure equal opportunity to the full and free enjoyment of the following objectives:

1. An adequate income in retirement in accordance with the American standard of living.
2. The best possible physical and mental health which science can make available and without regard to economic status.
3. Obtaining and maintaining suitable housing, independently selected, designed and located with reference to special needs and available at costs which older citizens can afford.
4. Full restorative services for those who require institutional care, and a comprehensive array of community-based, long-term care services adequate to appropriately sustain older people in their communities and in their homes, including support to family members and other persons providing voluntary care to older individuals needing long-term care services.
5. Opportunity for employment with no discriminatory personnel practices because of age.
6. Retirement in health, honor, dignity—after years of contribution to the economy.
7. Participating in and contributing to meaningful activity within the widest range of civic, cultural, educational and training and recreational opportunities.
8. Efficient community services, including access to low cost transportation, which provide a choice in supported living arrangements and social assistance in a coordinated manner and which are readily available when needed, with emphasis on maintaining a continuum of care for vulnerable older individuals.
9. Immediate benefit from proven research knowledge which can sustain and improve health and happiness.
10. Freedom, independence, and the free exercise of individual initiative in planning and managing their own lives, full participation in the planning and operation of community based services and programs provided for their benefit, and protection against abuse, neglect, and exploitation.

(42 U.S.C. 3001)

Title III: Grants for State and Community Programs on Aging

Section 301 - Statement of Purpose

(1) It is the purpose of this title to encourage and assist State agencies and area agencies on aging to concentrate resources in order to develop greater capacity and foster the development and implementation of comprehensive and coordinated systems to serve older individuals by entering into new cooperative arrangements in each State with the persons
described in paragraph (2), for the planning, and for the provision of, supportive services, and multipurpose senior centers, in order to:

(A) secure and maintain maximum independence and dignity in a home environment for older individuals capable of self-care with appropriate supportive services;

(B) remove individual and social barriers to economic and personal independence for older individuals;

(C) provide a continuum of care for vulnerable older individuals; and

(D) secure the opportunity for older individuals to receive managed in-home and community-based long-term care services.

(2) The persons referred to in paragraph (1) include:

(A) State agencies and area agencies on aging;

(B) other State agencies, including agencies that administer home and community care programs;

(C) Indian tribes, tribal organizations, and Native Hawaiian organizations;

(D) the providers, including voluntary organizations or other private sector organizations, of supportive services, nutrition services, and multipurpose senior centers;

(E) organizations representing or employing older individuals or their families; and

(F) organizations that have experience in providing training, placement, and stipends for volunteers or participants who are older individuals (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings.

**Title III C: Nutrition Services**

**Section 330 - Purpose**

The purposes of this part are:

(1) to reduce hunger and food insecurity;

(2) to promote socialization of older individuals; and

(3) to promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

**Title IV: Activities for Health Independence, and Longevity**

**Section 401 - Purpose**

The purposes of this title are:
(1) to expand the Nation's knowledge and understanding of the older population and the aging process;

(2) to design, test, and promote the use of innovative ideas and best practices in programs and services for older individuals;

(3) to help meet the needs for trained personnel in the field of aging; and

(4) to increase awareness of citizens of all ages of the need to assume personal responsibility for their own longevity.

Title V: Community Service Senior Opportunities Act

Section 502(a)(1) - Establishment of Program

To foster individual economic self-sufficiency and promote useful opportunities in community service activities (which shall include community service employment) for unemployed low-income persons who are age 55 or older, particularly persons who have poor employment prospects, and to increase the number of persons who may enjoy the benefits of unsubsidized employment in both the public and private sectors, the Secretary of Labor (referred to in this title as the "Secretary") may establish an older American community service employment program.

NEW YORK STATE OFFICE FOR THE AGING SCHEDULE OF FEDERALLY FUNDED PROGRAMS
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

Program CFDA No.
Nutrition Program for the Elderly-Cash-in-Lieu of Commodity Foods 10.570
Senior Community Service Employment Program-Title V 17.235
Job Training Partnership Act 17.250
Federal Highway Safety Program 20.600
Special Programs for the Aging- Title VII, Chapter 3 Elder Abuse Prevention 93.041
Special Programs for the Aging- Title VII, Chapter 2 LTCOP 93.042
Special Programs for the Aging- Title III-D 93.043
Special Programs for the Aging- Title III-B 93.044
Special Programs for the Aging- Title III-C 93.045
Special Programs for the Aging- Title III-E 93.052
Training, Research and Discretionary Projects and Programs- Title IV 93.048
Weatherization Referral and Assistance Program (WRAP) 93.568
Health Care Financing Research Demonstrations and Evaluations (HIICAP) 93.779

NOTE: CFDA numbers are included on the Notification of Grant Award for all Grantees.
APPENDIX C

PROGRAM NARRATIVE

See attached document. Respondents must complete this detailed Program Narrative and attach it to their proposal. An electronic version of this Appendix may be obtained by email request to kimboedicker@monroecounty.gov.
PROGRAM NAME: (as listed in RFP Section 2.2: if this RFP includes multiple programs, please complete one narrative for each program you are applying for)

Name of Sponsoring Organization:

Address:

City:

State:

Zip:

Chief Executive Officer (Name and Title):

Name and Title of person to contact with questions regarding this Proposal:

Phone Number:

E-mail:
I. Specify the primary and secondary outcomes and indicators that this program addresses. These outcomes and indicators must be supported by Outcome Objectives and Performance Measures.

Primary Outcomes

Indicators

Secondary Outcomes

Indicators

II. PROGRAM GOAL

Program goal should communicate in a sentence what your program seeks to accomplish. This provides the basis from which specific, measurable objectives are subsequently derived. A program goal contains three elements:

A. Intended Effect
B. Identified Need
C. Key Constituency

Program Goal:

III. PERFORMANCE PROJECTIONS

You may include up to three (3) Outcomes for each program area, please list primary outcome first.

A. Outcome Objective

B. Performance Section
Please describe the indicator(s) used to gauge a successful outcome for individuals served by the program.

<table>
<thead>
<tr>
<th>Indicator of Success:</th>
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<tbody>
<tr>
<td>xxxxxxxxxx</td>
</tr>
<tr>
<td>Time Frame</td>
</tr>
<tr>
<td>Total No. of Participants</td>
</tr>
<tr>
<td># Successful</td>
</tr>
<tr>
<td>% Successful</td>
</tr>
</tbody>
</table>

C. **Performance Measure**
Please provide a brief description of measurement instrument. (if applicable). Include the frequency measurement instrument will be used for each individual served and explain how it will incorporated into the program for quality assurance and effectiveness.

D. **Analysis & Plans for Continuous Program Improvement**
Describe how you will incorporate ongoing program improvements as part of service delivery.

IV. **PROGRAM DESCRIPTION**
The response to each item below should be clearly identified. This program description should not exceed four (4) pages.

A. **Program Narrative**
1. Identification of all program site locations.
2. Staffing pattern
3. Hours and days of operation
4. Number of days of operation per year
5. Please identify agency experience in electronic data collection, reporting and analysis, and explain how this will be carried out for program.

B. **Outreach & Identification**
Describe approaches that will be used for outreach and identification of
older adults who may be in need of these services. 

Please include specific plans to reach underserved populations, including, but not limited to: low income and low income minority populations, the LGBT population, people with limited English proficiency, and other groups that may not be currently linked to community based services. These services may improve health outcomes, quality of life and reduce potential health disparities experienced due to the lack of awareness of available services for older adults within Monroe County.

Include:
1. Where outreach activities will occur.
2. How outreach will be conducted.
3. Frequency

C. English Proficiency

1. Briefly describe current and/or proposed means of providing language assistance, including telephonic interpretation services.

2. Number of bilingual employees in your organization in public contact positions: ___

Languages spoken____________________________________________________

3. Is there an annual employee training program available to explain your language access policy and how your services are provided? Yes______ No _____

If no, what is your timeline to implement one?________________

4. Language and Titles of translated documents currently available and planned.

<table>
<thead>
<tr>
<th>Language</th>
<th>Title</th>
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<tbody>
<tr>
<td>Currently Available:</td>
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<tr>
<td>Planned:</td>
<td></td>
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</tbody>
</table>

5. Briefly describe how you plan to alert the public to the availability of your language assistance service:

____________________________________________________

____________________________________________________
6. Please identify the name and title of the language assistance coordinator at your agency:

Name ___________________________
Title ____________________________

D. Intervention and Supports
Describe the types of treatment services and supports to be provided to older adult participants (and their informal family caregivers if applicable).

E. Linkage & Coordination
Explain how this program will coordinate, collaborate and integrate with other community based service providers in the community.

F. Experience
Describe your agency’s experience in providing services, specifically:
1. As a senior services provider
2. Involvement in collaborative or partnership projects

V. Estimated projection and demographics of people served. (As noted in Detailed Scope of Work section 2.2 of this RFP.)

A. Total number (unduplicated count) of adults age 60+ to be served by this program: ______

<table>
<thead>
<tr>
<th>FROM LINE A. above, PLEASE INDICATE:</th>
<th>State the minimum NUMBER of Persons to be served:</th>
<th>State the minimum PERCENTAGE of Persons to be served:</th>
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<tbody>
<tr>
<td>1. Total Served</td>
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<tr>
<td>2. Demographic Characteristics: of the total on line A., how many are:</td>
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<td>Low Income Levels</td>
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<tr>
<td>a.) Low Income</td>
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<td></td>
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<td>b.) Low Income Minority</td>
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<td></td>
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<tr>
<td>c.) Frail/Disabled</td>
<td></td>
<td></td>
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<tr>
<td>d.) Age 75+</td>
<td></td>
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<tr>
<td>e.) Age 85+</td>
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<td></td>
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<tr>
<td>f.) Live Alone</td>
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<td>3. Racial/Ethnic Characteristics: of the total on line A., how</td>
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many are:

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<tbody>
<tr>
<td>a.) Amer. Ind. / Als. Native</td>
<td></td>
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<tr>
<td>b.) Asian</td>
<td></td>
</tr>
<tr>
<td>c.) Black, not Hispanic</td>
<td></td>
</tr>
<tr>
<td>d.) Nat. Haw./ Pac. Islands</td>
<td></td>
</tr>
<tr>
<td>e.) Hispanic or Latino</td>
<td></td>
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<tr>
<td>f.) White</td>
<td></td>
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</tbody>
</table>

B. Number of projected service units provided to adults age 60 and over based upon the total number served from line A. above.______

C. Cost per Unit of Service:

Total Funding ($_______) $_____ per Unit
MCOFA Funding ($_______) $_____ per Unit

D. Caregiver Information***
Projected Characteristics of Caregivers

<table>
<thead>
<tr>
<th>Caregivers Serving the Elderly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caregivers Serving the Elderly</td>
</tr>
<tr>
<td>1. Total #</td>
</tr>
<tr>
<td>a.) Female</td>
</tr>
<tr>
<td>b.) Male</td>
</tr>
<tr>
<td>2. Rural</td>
</tr>
<tr>
<td>3. Caregivers by Ethnicity</td>
</tr>
<tr>
<td>a.) Hispanic or Latino</td>
</tr>
<tr>
<td>b.) Not Hispanic</td>
</tr>
<tr>
<td>4. Caregivers by Race</td>
</tr>
<tr>
<td>a.) American Ind. / Als. Native</td>
</tr>
<tr>
<td>b.) Asian</td>
</tr>
<tr>
<td>c.) Black, not Hispanic</td>
</tr>
<tr>
<td>d.) Nat. Haw. / Pac. Is</td>
</tr>
<tr>
<td>e.) White</td>
</tr>
</tbody>
</table>

Caregiver Relationships

1. Husband |   |
2. Wife |   |
3. Son/Son-in-Law |   |
4. Daughter/Daughter in law |   |
5. Other Relative |   |
E. Total number (unduplicated count) of informal family caregivers of any age to be served by this program: _______

F. Total number of service units (as defined in RFP Scope of Work Section) provided to informal family caregivers of any age. ______

G. Cost per Unit of Service:
   Total Funding ($________) $_____ per Unit
   MCOFA Funding ( $_______) $ _____per Unit

*** IF APPLICABLE (If not applicable to this proposal, please do not complete sections D - Caregiver Information)

VI. Projected total number (unduplicated count) of persons to be served by this _______ program: _______

VII. Source Documents

Please submit each of the items listed below with your application:

A. An organizational chart showing all functional units of the agency. Identify which unit(s) will conduct the activities described in this application.

B. Job descriptions for each position funded under this program. Include: Title & General description of duties and the minimum acceptable experience, training, skills and abilities necessary to satisfactorily perform responsibilities.

C. A copy of all program Measurement Instruments and Client Satisfaction Surveys.

See attached document. Respondents must complete this detailed Program Budget and attach it to their proposal. An electronic version of this Appendix may be obtained by email request to kimboedicker@monroecounty.gov.
**Program:** 0  
**Contract / Program Period:** 0 0

**Contractor:**  
**Monroe County Vendor #:**  
**Address:**  
**Contract Reference #:**  
**Federal CFDA #:**

**Contact:**  
**Phone/E-mail:**

### Budget Summary Form

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>-</td>
</tr>
<tr>
<td>3. Equipment</td>
<td>-</td>
</tr>
<tr>
<td>4. Travel</td>
<td>-</td>
</tr>
<tr>
<td>5. Maintenance &amp; Operations</td>
<td>-</td>
</tr>
<tr>
<td>6. Other Expenses</td>
<td>-</td>
</tr>
<tr>
<td>7. Contractual</td>
<td>-</td>
</tr>
<tr>
<td>8. Food/Meals</td>
<td>-</td>
</tr>
<tr>
<td>9. Purchase of Service</td>
<td>-</td>
</tr>
<tr>
<td>10. Total Program Budget (Lines 1 to 9)</td>
<td>$</td>
</tr>
<tr>
<td>11. Anticipated Income</td>
<td>-</td>
</tr>
<tr>
<td>12. Net Total (Line 10 minus 11)</td>
<td>-</td>
</tr>
<tr>
<td>13. Subcontractor Match</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>14. MCOFA Funds (Line 12 minus 13)</td>
<td>$</td>
</tr>
<tr>
<td>15 Other Resources</td>
<td>(do not include in Budgetary Information above)</td>
</tr>
</tbody>
</table>

### AIP Service Delivery

<table>
<thead>
<tr>
<th>Units</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 13</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

55
**Program:**

**Period:**

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>Annual Salary/ Hourly Rate</th>
<th>Hrs./week, % Applicable</th>
<th>Chargeable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

(For additional employees, attach a separate page or use the Personnel Roster Form)

**Total Personnel:** $ -

**Fringe Benefits:**

<table>
<thead>
<tr>
<th>Composite Percentage:</th>
<th>F.T.</th>
<th>P.T.</th>
</tr>
</thead>
</table>

**Total Fringe Benefits:**

**Equipment:**

(Itemize for each item > $1,000 ea)

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; $1,000. ea.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&lt; $1,000. ea.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Equipment:** $ -

**Travel:**

Mileage:

*Include parking allowances*

Rate/mile: $ -

Conferences:

*Include Registration Fees, Lodging, Meals, etc.*

**Total Travel:** $ -

**Maintenance & Operations:**

**Rental of Space:**

Location/Owner: 
Square Footage: 
Rate/ Sq. Ft: 
Annual Rent: 
Janitorial Services: 
Utilities: 

**Total Rental of Space:** $ -

**Communications:**

Postage: 
Telephone: 
Other: 

**Total Communications:** $ -

**Printing & Supplies:**

Printing: 
Supplies: 
Other: "Equipment" < $1,000 ea. 

**Total Printing & Supplies:** $ -

**Other Maint. & Operations:**

Liability Insurance: 
Information Tech Services: 
Duplicating/Photocopying: 

**Total Other Operations:** $ -

**Total Maintenance & Operations:** $ -
6. **Other Expenses:**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Memberships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subscriptions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training, Education</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Other Expenses: $ -

7. **Contractual:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Units</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Contractual: $ -

8. **Food/ Meals:** *(if applicable)*

<table>
<thead>
<tr>
<th>Supplemental Food Items</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Meals Prepared</td>
<td></td>
</tr>
<tr>
<td>Cost/Meal</td>
<td></td>
</tr>
</tbody>
</table>

Total Food: $ -

9. **Purchase of Service:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Purchase of Service: $ -

11. **Anticipated Income:**

<table>
<thead>
<tr>
<th>Participant Contributions</th>
<th>Units</th>
<th>Rate/</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Income &amp; Donations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Anticipated Income: $ -

14. **Subcontractor Matching Funds:**

<table>
<thead>
<tr>
<th>Source</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Subcontractor Match: $ -

15. **Monroe County Office for the Aging Funds:** *(if applicable, Federal CFDA #: )*

<table>
<thead>
<tr>
<th>Source</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total MCOFA Funds: $ -

16. **Other Resources:** *(Do Not Include as part of the MCOFA Program Budget)*

<table>
<thead>
<tr>
<th>Source</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Other Program Resources: $ -
PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The New York State Office for the Aging is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Office for the Aging (the "NYSOFA"), to fully comply and cooperate with NYSOFA in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Contractor’s demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this Contract, NYSOFA hereby establishes an overall goal of 30% for MWBE participation with a recommended breakdown of 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation. Contractors are encouraged to fulfill the suggested 15% goal for both MBE and WBE vendors; however, strict adherence to the suggested MBE and WBE percentages is not mandatory as long as the overall 30% goal is met.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com.
Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to NYSOFA for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. The Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and subcontractor performing work on the Contract (“Subcontractor”) shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to NYSOFA within seventy two (72) hours after the date of the notice by NYSOFA to award the Contract to the Contractor.

3. If the Contractor or Subcontractor does not have an existing EEO policy statement, NYSOFA may provide the Contractor or Subcontractor a model statement (Form MWBE100 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

4. The Contractor’s EEO policy statement shall include the following language:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal
Appendix E

employment opportunities without discrimination, and shall make and
document its conscientious and active efforts to employ and utilize minority
group members and women in its work force.
b. The Contractor shall state in all solicitations or advertisements for
employees that, in the performance of the contract, all qualified applicants
will be afforded equal employment opportunities without discrimination
because of race, creed, color, national origin, sex, age, disability or marital
status.
c. The Contractor shall request each employment agency, labor union, or
authorized representative of workers with which it has a collective
bargaining or other agreement or understanding, to furnish a written
statement that such employment agency, labor union, or representative will
not discriminate on the basis of race, creed, color, national origin, sex age,
disability or marital status and that such union or representative will
affirmatively cooperate in the implementation of the Contractor's obligations
herein.
d. The Contractor will include the provisions of Subdivisions (a) through (c) of
this Subsection 4 and Paragraph "D" of this Section III, which provides for
relevant provisions of the Human Rights Law, in every subcontract in such
a manner that the requirements of the subdivisions will be binding upon
each Subcontractor as to work in connection with the Contract.

C. The Contractor shall comply with the provisions of the Human Rights Law, all other
State and Federal statutory and constitutional non-discrimination provisions. The
Contractor and Subcontractors shall not discriminate against any employee or
applicant for employment because of race, creed (religion), color, sex, national
origin, sexual orientation, military status, age, disability, predisposing genetic
characteristic, marital status or domestic violence victim status, and shall also
follow the requirements of the Human Rights Law with regard to non-discrimination
on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an MWBE
Utilization Plan, by submitting evidence thereof through the New York State
Contract System ("NYSCS"), which can be viewed at
https://ny.newnycontracts.com, provided, however, that the Contractor may
arrange to provide such evidence via a non-electronic method to NYSOFA, either
prior to, or at the time of, the execution of the contract.

B. The Contractor agrees to use such MWBE Utilization Plan for the performance of
MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in
Section III-A of this Attachment.

C. The Contractor further agrees that a failure to submit and/or use such MWBE
Utilization Plan shall constitute a material breach of the terms of the Contract.
Appendix E

Upon the occurrence of such a material breach, NYSOFA shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

V. Waivers

A. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to NYSOFA.

B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, NYSOFA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If NYSOFA, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, NYSOFA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to NYSOFA by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

A. Where NYSOFA determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to NYSOFA liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by NYSOFA, the Contractor shall pay such liquidated damages to NYSOFA within sixty (60) days after they are assessed by NYSOFA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of NYSOFA.

June 2015