

BRING MONROE BACK

Monroe County, New York
Recovery Plan

State and Local Fiscal Recovery Fund
July 2025 Annual Report



Monroe County, NY Recovery Plan

REPORTING DEADLINES

Recovery Plan funding is required to be reported regularly to the Treasury. Below is the timeline for funds to be reported.

Annual Report	Period Covered	Due Date
1	Award Date - July 31, 2023	August 31, 2021
2	July 1, 2021 - June 30, 2022	July 31, 2022
3	July 1, 2022 - June 30 2023	July 31, 2023
4	July 1, 2024 - June 30, 2025	July 31, 2024
5	July 1, 2024 - June 30, 2025	July 31, 2025
6	July 1, 2024 - June 30, 2025	July 31, 2026
7	July 1, 2026 - December 31, 2026	March 31, 2027

BRING MONROE BACK

Monroe County, New York
2025 Recovery Plan

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GENERAL OVERVIEW

American Rescue Plan Act Funding

The American Rescue Plan Act of 2021 (ARPA) was signed into law on March 11, 2021. ARPA allocated \$1.9 trillion in emergency relief and recovery, of which \$350 billion are designated to support state, local, territorial, and Tribal governments. Monroe County, New York is the recipient of \$144,080,127 in State and Local Fiscal Recovery Funds through the American Rescue Plan Act. These critical dollars will serve as the first step and foundation of Monroe County's recovery known as the "Bring Monroe Back" initiative which is a historic opportunity to make deliberate and thoughtful investments in the community.

1. EXECUTIVE SUMMARY

This report covers the activities and implementation around Monroe County's strategies, goals and plans with the State and Local Fiscal Recovery Funds (SLFRF) between July 1, 2024, and June 30, 2025. In the past year, the County has worked to fund new projects and create new infrastructure for incoming projects. These projects achieve the goals outlined in previous reports, align with the Bring Monroe Back Community engagement efforts, and fulfill the COVID-19 recovery requirements under the SLFRF program. The County has obligated all ARPA funds as of December 31, 2024. In the coming year, Monroe County will continue to monitor and evaluate all ARPA projects by assessing spending, deliverables and compliance metrics to ensure that ARPA funds are being utilized effectively and in accordance with the Uniform Guidance policies and procedures. The County is proud of the progress made by these transformational projects that are now funded and operating and looks forward to their continued impact in the communities they serve.

2. MONROE COUNTY FOCUS AREAS

Through extensive community outreach and input, Monroe County identified six key focus areas for community investment under the Bring Monroe Back initiative.

- 1. Public Safety** (i.e. violence and homicide prevention; investments in IT and emergency communications upgrades for 911; criminal, juvenile, and parole and justice reform and diversion; investments in youth programs and jobs; alternatives to policing; and restorative justice conflict resolution practices.)
- 2. Public Health and Wellness** (i.e. supporting human services; housing, rental and homeless services; mental, physical, and behavioral health supports; addiction and substance abuse support; food security; COVID-19 support.)
- 3. Economic Recovery** (i.e. support for small business and entrepreneurs with special focus on Minority-Owned Businesses; investments in arts, culture, and tourism; industrial development concentrated on agricultural, an expansion of Downtown and the Tech Sector; recruitment and retention of Monroe County businesses.)
- 4. Workforce Development** (i.e. job training, retraining, and recruitment; supports that remove barriers for workers with focus on the digital divide, childcare, language access and transportation; creating scholarships, internships, and professional mentorships; finding ways to better serve Black, Indigenous People of Color (BIPOC), Minority/Women Owned-Business Enterprises (MWBE), Veteran, and Remote workers.)
- 5. Infrastructure Improvements** (i.e. water and sewer improvements; investments in high-speed internet/broadband; County infrastructure improvements at the airport, children's detention center, Frontier Field, Monroe Community College, Monroe Community Hospital, Seneca Park Zoo, etc.)
- 6. Sustainability** (i.e. investments in renewable energies like solar; clean water; improve alternate transportation options such as bike and pedestrian infrastructure; urban green space.)



Investing in Transformational Change

DEVELOPING TRANSFORMATIONAL CHANGE

Monroe County is committed to building strong relationships with the organizations funded by ARPA and is significantly invested in the success of their transformational projects. The County sees this funding as a critical resource to address the harms caused by the COVID-19 pandemic and an opportunity to provide lasting impact in the community. The County is in consistent contact with the funded agencies, serving as a supportive partner while also monitoring compliance per federal regulations and contractual requirements.

Monroe County continues to host quarterly ARPA grantee meetings. These meetings provide an opportunity for teams to come together and strengthen networks and partnerships. The meetings have proven to be a powerful vehicle for connection and discovery of new partnership opportunities. Grantees meet and share personal experiences with the County ARPA team and County leadership. Meeting attendees also have the space to share project objectives, successes, progress, and community impact which supports collaboration and awareness between grantees. The County ARPA team also provides updates related to compliance and reporting. This allows participants to ask any questions they may have with all members of the County's ARPA team present. Below is a list of the Quarterly ARPA Grantee meetings held during the last year.

Quarterly ARPA Grantee Meetings

September 27, 2024

December 13, 2024

March 7, 2025

June 6, 2025

The Monroe County Communications Team has ongoing meetings with the various agencies to discuss any needs they have related to press conferences, press releases or any public events they may be hosting. The ARPA Community Liaison is also involved in press conferences, meetings, and promotes any events related to ARPA grantees. The Liaison actively offers support and connections when there are opportunities for deeper partnerships, both within and outside of the ARPA grantee network, by making introductions to and between various agencies that have parallel goals and objectives. Below is a list of all meetings the ARPA Community Liaison developed and participated in to strengthen connections and relationships.

ARPA and County Meetings

07/10/24 RENEW partner meeting
08/01/24 YMCA visit and meeting
08/06/24 Rise Up Rochester CERV meeting
11/26/24 Rise Up Rochester CERV meeting
11/19/24 Consumer Credit Counseling Services of Rochester observation session
12/11/24 University of Rochester Pediatrics EACH Youth meeting
02/05/25 RENEW partner meeting
03/17/25 Consumer Credit Counseling Services of Rochester outreach meeting
03/18/25 Rise Up Rochester CERV meeting
04/07/25 University of Rochester Pediatrics EACH Youth meeting
04/09/25 RENEW partner meeting
06/03/25 Rise Up Rochester CERV meeting
06/25/25 Reentry Associates of Western New York quarterly members meeting
06/26/25 Coordinated Care Services, Inc. landlord engagement meeting

Networking and Smaller Events

06/20/24 Rochester Educational Occupational Center Welding Lab ribbon cutting
07/12/24 Urban League of Rochester cohort graduation
08/09/24 Consumer Credit Counseling information session
08/14/24 RENEW Anniversary Celebration
08/23/24 Encompass TAVA closing ceremony
10/15/24 Multi-Craft Apprenticeship Preparation Program ribbon cutting
10/24/24 Rochester Educational Opportunity Center Community Leaders' Breakfast
11/07/24 Compeer Veterans Driving Veterans press conference
01/07/25 HIVE press conference
04/21/25 Rochester Educational Opportunity Center cohort graduation
04/30/25 Reentry Association of Western New York Mental Health Conference
06/17/25 St. Joseph's Neighborhood Center's mobile outreach vehicle ribbon cutting

Baden Street Settlement of Rochester, Inc.



Funding Amount:
\$4,000,000



Targeted Underserved Communities:
The African American Community, The Latinx Community



Community Goal:
Public Health and Public Safety

Project Name: Baden Street Settlement: Convening to Fill Mental Health Service Gaps for Black and Latinx Community Members

Project Description: Baden Street Settlement and its partners will vastly increase available behavioral health services in low-income communities of color, focused toward residents in the Crescent of Rochester. The project includes renovation of two facilities: 585 Joseph Street and 13 Vienna Street. The Joseph Street location will add a new mental health clinic and construct a 3300 sq. ft. addition to co-locate with their current SUD services. The newly renovated Vienna Street location will house Administration, the Senior Center, Emergency and Family Assistance, Youth and Adult Development services, and the newly created Peer Services Support Initiative. The Peer Services Support Program, led by Settlement House Foundation- a collaboration between Baden Street, Charles Street Settlement, Community Place, and Montgomery Neighborhood Center- will serve over 300 Monroe County residents through 2026.

Project Successes and Impact: Baden Street Settlement has built on its long-standing and venerated presence in the community to envision robust, localized mental health services in Rochester. This past year, Baden Street has engaged construction professionals to begin building the Mental Health Clinic at 585 Joseph Avenue throughout Fall 2025. Baden Street has also begun staffing their Peer Service Support Program, having served over 200 individuals during the past year.

Key Accomplishments and Future Actions

- 100 unique individuals have been served through the Substance Use Disorder (SUD) Clinic with holistic services
- 200 individuals during the past year have been served through the Service Support Program
- Complete construction of the Mental Health Clinic at 585 Joseph Avenue
- Continued staffing of the Peer Service Support Program and Mental Health Clinic
- Begin serving clients in the new Mental Health Clinic model

<https://badenstreet.org>

Big Brothers Big Sisters of Greater Rochester



Funding Amount:
\$491,766



**Targeted Underserved
Communities:**
Students



Community Goal:
Public Health and
Public Safety

Project Name: Youth Mentoring and Family Support in Monroe County

Project Description: Community demand for the Big Brothers Big Sisters (BBBS) mentoring programs has increased dramatically since the onset of the COVID-19 pandemic. The goal of this program is to expand to meet the needs of Monroe County youth and their families by providing a safe and accessible Mentoring Center and workspace. By hiring new staff, increasing their physical space, and increasing access to wraparound services, BBBS will serve 2,500 individuals throughout this 4-year project. Due to the delay in negotiations of a contract between Monroe County and Big Brother Big Sisters of Greater Rochester, the funding amount was reduced from the original award amount to appropriately reflect funding required for the time remaining for the project.

Project Successes and Impact: Big Brothers Big Sisters provides services to 165-220 youth annually. BBBS continues to actively recruit mentors (Bigs) to meet current demand for mentorship as the need in the community is strong. In addition to providing mentorship experiences for youth, BBBS has also utilized ARPA funding to host annual bookbag drives as well as establish and maintain an in-house Resource Room. This room offers vital resources to families facing food insecurity and provides gifts, clothing, and hygiene products. BBBS has also developed a plethora of partnerships with community entities to ensure they can provide unique programming to meet the needs of their littles. Some of those relationships include the Greece Central School District (GCSD), the Memorial Art Gallery (MAG) and RochesterWorks.

Key Accomplishments and Future Actions:

- On average, 140 youth enrolled, matched with mentors, and receiving services per quarter
- 19 new Littles enrolled and matched with mentors utilizing ARPA funding
- Developed over 20 community partnerships and growing
- Volunteer Recruitment Specialist position filled
- Family Resource Room proven to be an indispensable resource:
 - o Central location, which widens accessibility to Littles/families served
 - o Frequently used as meeting space for Bigs/Littles
 - o Families in need have access to essentials like food and clothes

<https://www.beabig.org>

Brighton Fire District



Funding Amount
\$88,785



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Emergency Cardiac Care

Project Description: The Brighton Fire District will utilize ARPA funding to purchase 14 Automatic External Defibrillators (“AEDs”) to replace its current fleet, which is reaching the end of its useful life. The district will also purchase three LUCAS CPR devices, one for each of its response districts. The Brighton Fire District responds to about 1,000 emergency medical calls each year. As a result of the current EMS climate and geography, the fire district responds to most EMS calls prior to an ambulance. Many of these calls have some component of a cardiac emergency. The Brighton Fire District has AEDs strategically placed on their apparatuses and in their facilities so they are available to provide lifesaving aid to the citizens they serve. Early intervention with an AED can have a significant impact in the outcome of a cardiac emergency. Additionally, LUCAS CPR devices assist responders by providing mechanical chest compressions during a CPR event. This can help to improve patient outcomes, reduce fatigue to first responders and reduce the number of responders necessary at a particular event. This program will benefit the 30,000 residents of the Brighton Fire District as well as those traveling to and through the community every day

Project Successes and Impact: Brighton Fire District has utilized ARPA funding to purchase Automatic External Defibrillators (AEDs) to replace their current fleet which is at the end of its useful life. They have also used ARPA funds to purchase a LUCAS CPR device for each of their response districts. This project has enhanced the health of Monroe County by allowing the Brighton Fire District to continue to provide a high level of emergency medical services by having modern, functional equipment. The preservation of these high-level emergency medical services helps to improve patient outcomes, reduce fatigue to our first responders, and reduce the number of responders necessary at a particular event.

Key Accomplishments and Future Actions

- 14 Automatic External Defibrillators purchased
- 3 LUCAS CPR devices purchased, one for each of its response districts

<https://brightonfire.org/>

CBN Rochester, LLC



**Funding
Amount**
\$4,224,503.13



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Infrastructure and
Sustainability

Project Name: Broadband Infrastructure; Fixed Wireless

Project Description: CBN will construct a high speed, low-cost internet network to provide internet access to Eligible Housing Units and Unserved/Underserved business locations located in seven high need ZIP codes - 14604, 14605, 14608, 14611, 14613, 14614, and 14621.

Project Successes and Impact: As part of Monroe County's initiative to expand access to broadband internet services in the City of Rochester, CBN Rochester, LLC received ARPA funding to install a wireless community broadband network in underserved parts of the city. Providing city residents access to an affordable broadband network is essential for closing the digital divide, creating opportunity for personal development, and participating in modern daily life.

Key Accomplishments and Future Actions

- Installation of network equipment on top of the former First Federal building
- Installation of network equipment on top of the Innovation Square building
- Installation of network equipment on top of the Seneca Tower Building
- Installation of network equipment on top of one or more Rochester Housing Authority facilities

cbn-cny.com

Center for Community Alternatives, Inc.



Funding Amount
\$2,979,996



Targeted Underserved Communities:
Students, Individuals Recently Released from Incarceration/ Justice Involved Individuals



Community Goal:
Public Health and Public Safety

Project Name:

Promoting A Community Transformation: Nonviolence Project (PACT: Nonviolence Project)

Project Description: PACT supports kids, teens, and families in and around the criminal legal system, as well as those affected by gun violence, by providing assistance with housing and emotional support services. The project also helps RCSD students facing long term suspension to return to school. PACT provides a Justice Peer Program that pairs adult mentors with experience in the juvenile justice system with court-involved youth. A youth advisory board made up of members aged 18-25 will advise and collaborate.

Project Successes and Impact: Center for Community Alternatives is a wide-reaching organization that partners with multiple community action agencies to turn around the lives of youth and their families who have been touched by violence. Its three-pronged approach of safe housing, advocacy and supports paired with mental health and peer groups intends to alleviate systems that are not adequately working for the youth they are intended to support. Within the scope of their ARPA project, CCA has hired and onboarded three new staff, continued a Youth Advisory Board, connected with families and youth affected by gun violence, and set up parameters for youth who are looking to escape violence.

Key Accomplishments and Future Actions

- To date, 323 youth and families supported via safe housing
- 403 victims of violence provided emotional support
- Continue to develop and collaborate with the Youth Advisory Board's current 10 members

<https://communityalternatives.org>

CHS Mobile Integrated Health Care, Inc.



Funding Amount:
\$283,391.68



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: CHS Equipment Improvement Project

Project Description: COVID-19 put a significant strain on CHS Mobile Integrated Health Care, Inc. (CHS) and has exacerbated the challenges that all EMS agencies, including CHS, currently face - declining reimbursement, workforce shortages and supply chain interruptions. These challenges have led to exorbitant increases in costs for both durable and disposable medical equipment necessary to save lives. Over the past three years, CHS has responded to an average of 14,000 requests for service per year. This has led to an urgent need to replace aged equipment that is far past its serviceable life. CHS Mobile Integrated Health Care, Inc. will utilize ARPA funding to purchase 11 Stryker Power-PRO™ XT ambulance stretchers. This equipment will provide safe transport of Monroe County patients, reduce the potential for employee injury, and meet the needs of an increasingly obese patient population. ARPA funding will allow CHS to continue to focus on recruitment and retention initiatives while also securing the equipment that is critically needed to provide life-saving care for Monroe County residents.

Project Successes and Impact: CHS Mobile secured top-of-the-line ambulance equipment with ARPA funding. Moving gurneys - and the patients on them - is one of the leading causes of injuries, detracting from an already insufficient workforce attempting to meet increasing demands for EMS services. This specialized equipment will prevent injury to CHS staff which, will retain personnel, decrease potential liability from equipment failure, and ensure Monroe County patients are transported in a safe manner.

Key Accomplishments and Future Actions

- Purchased 11 Stryker Power-PRO™ XT ambulance stretchers

<https://chsmobilehealth.org/>

City of Rochester



Funding Amount:
\$1,000,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: First Genesis Baptist Church, Inc.

Project Description: The City of Rochester will use ARPA funding for the construction of 22 single family homes in the Upper Falls neighborhood by Rochester Management, Inc. and First Genesis Baptist Church. The single-family homes will be sold to qualifying residents upon completion.

Organization History: With an interest in helping to stabilize the community on Rochester's Northeast side, First Genesis Development is involved in consulting, managing, and promoting low-income housing in the City of Rochester. Its mission is to assist underprivileged members in the community by way of affordable and sustainable housing, economic empowerment, employment programs, and healthy lifestyle education.

<https://www.firstgenesisbaptist.org/>

Community Resource Collaborative, Inc.

On behalf of the Neighborhood Collaborative Project (NCP)



Funding Amount:
\$1,067,971.67



Targeted Underserved Communities:
The African American Community, The Latinx Community



Community Goal:
Public Health and Public Safety

Project Name: Neighborhood Collaborative Project (NCP)

Project Description: The Neighborhood Collaborative Project (NCP) was a cooperative effort of long-standing, trusted non-profit Rochester neighborhood community groups geared toward addressing and reducing inaccessibility to systems, resources, and services for high-need individuals. Despite decades of effort to alleviate chronic poverty, the city of Rochester continues to rank among the highest across the nation. Through its network of neighborhood anchor agencies and support services, partners will create an agile, responsive system that empowers residents through walking outreach, corner pop-up events, food donation, hygienic product donation, and other wraparound services. Funding was suspended on February 7, 2024. This contract was terminated for cause on May 12, 2024.

Project Successes and Impact: The work of the Neighborhood Collaborative Project is a unique and powerful collaborative effort of 12 sub-awardees who came together with a clear vision – to serve the people of the community where they are and how they need it. Before this project, many of the participating agencies did not have a history of collaboration. But as a result of the ARPA investment, the members of the collaborative were able to find ways to create a collective inventory of services. These services support referral programs for people seeking assistance who may not be able to access these vital programs in the traditional point of entry.

In less than one year, the collaborative was successful in the following ways

- Engaged with people 3,780 times during walking outreaches
- Of the 3,780 engagements, 225 people received significant interactions and support with needs assessment or service connections
- 52 people found housing as a result of the NCP's engagement
- 102 people received rental assistance, which ultimately prevented 100 evictions
- The partner agencies developed and held bi-monthly meetings, which all members attended to share information and build a more robust partnership including an NCP client referral process
- Security training program, hosted by SWAN has had waitlists to join and had an attrition rate near 0 percent
- 35 NCP clients secured employment as a result of their connection to NCP
- Cameron Barbershop doubled the number of cohorts for its training program
- Members of the collaborative hired new staff with similar lived experiences to help community members currently using drugs to find a path toward sobriety

Compeer Rochester, Inc



Funding Amount:

\$299,177



Targeted Underserved Communities:

Veterans



Community Goal:

Public Health and
Public Safety

Project Name: CompeerCORPS Vets-Driving-Vets

Project Description: Vets Driving Vets is a transportation service that assists local Veterans in getting to medical and non-medical appointments and activities. Drivers are compensated as employees and use Compeer vehicles to increase access for Veteran riders to places like preventive medical appointments, recreational activities, personal appointments and grocery stores. The goal of CompeerCORPS is to help Veterans overcome challenges experienced in the transition from active deployment to civilian life. This is accomplished through peer support and reducing the isolation felt by many returning Veterans that may prevent them from actively engaging in the community. Planning for, and use of, public transportation may be inconvenient, crowded or anxiety-provoking for Veterans. Compeer will provide safe, supportive and reliable transportation for Veterans, with peer connection as a valuable byproduct of the rides. Over the course of the ARPA funding, Compeer will serve 140 unique riders with 2,415 one-way rides.

Project Successes and Impact: CompeerCORPS Vets-Driving-Vets Program is a veteran-to-veteran program which uplifts, supports, and assists veterans in Monroe County. This service provides veterans door-to-door transportation for medical appointments, groceries, and other community focused events. Veterans are encouraged to create community via the relationships developed when receiving transportation.

Key Accomplishments and Future Actions

- 124 riders served
- 743 one-way rides provided

www.compeerrochester.org

Coordinated Care Services, Inc. (CCSI)



Funding Amount:
\$984,702



Targeted Underserved Communities:
Low- and
Moderate-Income Tenants



Community Goal:
Public Health and
Public Safety

Project Name: Housing Stability Initiative; Landlord Incentive Program

Project Description: The landlord Incentive Program is part of the larger “Housing Stability Initiative,” which is designed to create more affordable housing options for low- and moderate-income families, and to help remove barriers preventing the rental of existing affordable housing in Monroe County. The Landlord Incentive Program will connect available housing resources to individuals searching for stability by incentivizing landlords to participate in the program. Those facing housing instability are the main beneficiaries of this program, as the project aims to make more units available to underserved or historically marginalized groups in the community.

Project Successes and Impact: Through the Landlord Incentive Program, CCSI is working diligently to solidify community connections. They are also actively recruiting landlords to register on their Front Door NY website, a portal where landlords can list vacant properties for rent. CCSI recently garnered 30 new recruits, about half of which now have apartments listed on the Front Door NY platform. Landlords who successfully rent out apartments listed on this platform will receive a financial incentive of up to \$3,000.

Key Accomplishments and Future Actions

- Invested in substantial upgrades to the Front Door NY website
- Recruited approximately 40 new landlords who created accounts on the Front Door NY website
- 14 newly recruited landlords listed available apartments on the Front Door NY website
- Assisted 23 families to secure stable housing
- Looking to grow the program through recruitment efforts and continue to assist their clients on their search to find safe and affordable housing

<https://www.ccsi.org/>

Coordinated Care Services, Inc. (CCSI)



Funding Amount:
\$536,300



Targeted Underserved Communities:
Low- and
Moderate-Income Tenants



Community Goal:
Public Health and
Public Safety

Project Name: Housing Stability Initiative; Landlord Tenant Mediation Program

Project Description: Landlord/Tenant Mediation is a specific intervention designed to peacefully resolve conflicts at the earliest possible stage in a safe space with a neutral third party. The goal of this ARPA project is to get landlords and tenants to communicate more effectively, problem-solve and come to a resolution where both parties agree to the terms. In collaboration with the Center for Dispute Settlement, Coordinated Care Services, Inc. (CCSI) will recruit and train certified mediators, provide mediation services to landlords and tenants and raise awareness of landlord/tenant mediation in Monroe County.

Project Successes and Impact: This initiative has completed 23 landlord tenant mediations to date. About 70% of the mediations have resulted in/practical and collaborative agreements that the tenant and landlord can realistically abide by, thereby allowing the tenant to remain an occupant. For those mediations where agreements were not made, although the tenant can no longer remain an occupant, they will not have to go to eviction court. This is another unique benefit of this program as a record of evictions can be a huge barrier to housing stability for community residents.

Key Accomplishments and Future Actions

- Successfully filled the Landlord-Tenant Mediator position
- Graduated the first Mediation training cohort through partnership with CDS (Center for Dispute Settlement)
- Completed 23 landlord tenant mediations in Q1
- 16 collaborative agreements reached between landlord & tenant by way of mediations facilitated by CCSI

<https://www.ccsi.org/>

Consumer Credit Counseling Service of Rochester, Inc. (CCCSR)



Funding Amount:
\$429,491



**Targeted Underserved
Communities:**
The African American
Community, The Latinx
Community



Community Goal:
Workforce Development
and Economic Recovery

Project Name: Driven 2 Success

Project Description: The Driven2Success program will serve more than 1,000 low-to-moderate income (LMI) Monroe County residents each year through on-site group financial education as well as one-on-one counseling. CCCS will also actively work with local banks and other lenders to help 200 LMI residents get approved for affordable, quality auto loans. This program will aid Monroe county residents to learn savvy car-buying skills, increase access to reliable transportation, and ultimately improve overall quality of life by supporting expanded job growth and income opportunities through essential transportation access.

Project Successes and Impact: Lacking a personal vehicle limits the ability and flexibility of many Monroe County residents to secure jobs and maintain an income to support their families. Seeing this need, CCCSR launched the Driven2Success program with the mission to place motivated job seekers behind the wheel of their own personal vehicles. Piloted in 2017 from a grant from ESL Charitable Foundation, and now a fully funded, standalone ARPA program, Driven2Success helps low-to-moderate-income Monroe County residents to secure affordable auto loans. This program has the goal of expanding income stabilization and growth opportunities. With ARPA funding, Driven2Success hired a counselor with deep knowledge of the auto loan approval process. This counselor works with clients to put them in the best position to qualify for a loan.

Key Accomplishments and Future Actions

- 1,128 Monroe County residents educated on the loan approval process
- 505 clients provided with loan counseling
- 81 loans approved
- Based on its success serving Monroe County residents, CCCSR seeks to launch a similar program to service Wayne County

www.cccsofrochester.org

Deaf Refugee Advocacy, Inc. (DRA)



Funding Amount:
\$2,000,000



Targeted Underserved Communities:
Individuals who are Deaf and Hard of Hearing, The Refugee Community



Community Goal:
Workforce Development and Economic Recovery

Project Name: Deaf Refugee Advocacy Community Connections

Project Description: Deaf Refugee Advocacy plans to serve 200 individuals living in Monroe County by providing workshops to deaf RIAs (Refugees, Immigrants and Asylees) and their family members. The organization will present workshops on a variety of topics, such as American Sign Language (ASL), English, finance, independent living, job readiness, computer training, and citizenship courses. These workshops will offer RIAs the opportunity to improve their language fluency, gain technical skills, further develop cultural competencies, and improve their economic standing.

Project Successes and Impact: DRA was founded in 2017 with a clear goal in mind – serve the Deaf Refugee Community by empowering and advocating for this marginalized groups' right to self-determination. Its tireless efforts via formal courses and client services, as well as enriching cultural events and social activities, have allowed it to meet and even surpass all its benchmarks. The new space has allowed for services to be provided to a greater range of participants.

Key Accomplishments and Future Actions

- 110 unique participants served with language, health care, mental health, and workforce development courses, in addition to direct case management, one on one tutoring, legal supports, and peer to peer groups
- Increasing technical and cultural competencies among the Deaf Refugee, Immigrant and Asylee (RIA) population
- Increasing health care, financial, legal supports and quality of that access
- Growing workforce development courses and opportunities

www.deafrefugeeadvocacy.org/

Department of Pediatrics UR Medicine and Rochester Regional Health

**Funding Amount:**

\$1,000,000

**Targeted Underserved
Communities:**

Students

**Community Goal:**

Public Health and
Public Safety

Project Name: Enhanced Access to Behavioral Health (EACH) and Medical Care for All Rochester City School District Students

Project Description: Together with Rochester Regional Health, community partners and the Rochester City School District, UR Medicine/ Golisano Children's Hospital will establish a telehealth infrastructure for behavioral and mental health services at 11 schools in the district. This will double the number of RCSD school-based health centers and provide school-based telehealth, mental health consultation, and capacity building at all RCSD schools. The project also aims to create a "culture of health" in schools where behavior and mental health challenges are seen as critical part of health, without stigma, and with hope for treatment, improvement, and return to health. Partially funded through Monroe County's ARPA dollars, this project will serve 1,100 students in RCSD with 1 planned year of activities and engagements.

Project Successes and Impact: The Enhanced Access to Behavioral Health (EACH) and Medical Care for All Rochester City School District Students programs have had successful and ongoing initiation of telemedicine in 20 Rochester City School District schools. A Telemed/Tytocare unit has been placed in a pilot school and is currently in use under the "1 system of care" model.

Key Accomplishments Under Current Funding and Future Actions

- 820 students have received services as part of the URMCM contract
- Telemedicine team is fully staffed
- Sessions occur monthly from October-May to connect community-based partners with expert primary care clinicians for mentoring and specialty consultation services
- Capacity-building Connecting 4 Kids sessions occur during the school year to bring together primary care teams, school teams, families, and community-based youth organizations

www.urmc.rochester.edu/pediatrics.aspx

Dress for Success Rochester



Funding Amount:
\$278,944.07



Targeted Underserved Communities:
The African American Community, The Latinx Community



Community Goal:
Workforce Development and Economic Recovery

Project Name: Dress for Success Rochester: Road to Success

Project Description: Dress for Success Rochester (DFSR) provided women with coaching, professional clothing, soft skills, and computer skills training to make their job search and entry into the workforce a success. The Dress for Success program is designed to support women who are (1) interviewing or new to employment and in need of appropriate attire and soft skills, (2) underemployed and in need of training and computer skills, (3) seeking to retain or grow in their jobs to advance in their career, and (4) overcoming cultural and educational barriers to employment and advancement. This contract was terminated for cause on March 17, 2025.

Project Successes and Impact: Dress for Success Rochester has utilized ARPA funding to provide services to participants both at its brick-and-mortar location in downtown Rochester, and around Monroe County with the use of its Express Mobile Boutique. Services offered by Dress for Success have assisted participants in obtaining employment at a rate of 52%.

Key Accomplishments

- 475 unique individuals served
- 492 services provided
- 248 program participants reported having obtained employment

<https://rochester.dressforsuccess.org>

Encompass: Resource for Learning, Inc.



Funding Amount:
\$5,869,117



Targeted Underserved Communities:
The African American Community, The Latinx Community, Students.



Community Goal:
Workforce Development and Economic Recovery

Project Name: Youth Workforce Consortium aka “The Hive”

Project Description: EnCompass will create “The Hive” Youth Workforce Consortium at its Lake View Park location, and over the next four years, will provide 14,000 teens with academic supports, job training, and job placements. By partnering with Black Men Achieve, Boys & Girls Club of Rochester, Teen Empowerment of Rochester, and Hub585, Inc., EnCompass will also offer behavioral health services for youth within the partner programs. With a year-round schedule of programming, The Hive aims to provide an accessible and flexible network of workforce activities for youth that will promote life skills and long-term career development.

Project Successes and Impact: EnCompass: Resources for Learning develops and provides innovative educational and wraparound services to students, as well as the families, schools, communities, and professionals who support them. EnCompass matches these services to each student’s unique learning style in order to promote academic success and enhance life-long learning and career options. With the opening of “The Hive,” students now have access to year-round workforce activities and can move freely between resources, services, and programs while paired with mentors and guided by employment specialists.

Key Accomplishments and Future Actions

- Over 5,300 youth served
- Over 10,400 instances of academic support provided
- Over 7,400 instances of mentorship services provided
- Over 3,100 instances of employment education provided
- Over 600 instances of job placements provided
- 13 career pathways created

<https://educationsuccessfoundation.org/encompass/thehive>

Finger Lakes Performing Provider System (FLPPS)



Funding Amount:
\$6,000,000



**Targeted Underserved
Communities:**
Seniors



Community Goal:
Workforce Development
and Economic Recovery

Project Name: Complex Care Program

Project Description: Finger Lakes Performing Provider System (FLPPS) will serve 252 “difficult to place” patients over a twelve-month period with their Complex Care Program. The targets for this program are patients who are ready for discharge and awaiting nursing home placement, but generally face barriers to discharge. Many of these patients are considered low-income or medically complex. The project will contain three parts:

1. A workforce development program that will pay Skilled Nursing Facilities (SNFs or Nursing Homes) and Home Health Care Agencies (HHCAs) for the successful recruitment and training of certified nursing assistants (CNAs), home health aides (HHAs), licensed practical nurses (LPNs), and registered nurses (RNs), which will expand service capacity within the SNFs and HHCAs.
2. A Complex Care Program that will provide block grant support SNFs to aid with the excessive costs of complex SNF patients, who are more expensive to care for, and therefore not being accepted by SNFs.
3. A transportation program for those patients in need of transportation to the SNF or home setting, so that they do not needlessly stay hospitalized while waiting for transportation.

Project Successes and Impact: The combination of critical workforce shortages, inadequate Medicaid reimbursement, and lack of skilled nursing facility (SNF) beds created a public health crisis in Monroe County during the COVID-19 pandemic. The Complex Care Program helped to address this continuing crisis by transforming community care coordination between area hospitals, including Strong Memorial, Highland, Rochester General, Unity, and participating SNFs to alleviate the backlog of difficult-to-place (DTP) complex care patients awaiting SNF placement.

Key Accomplishments

- The initial grant program successfully concluded by using the ARPA funds to discharge 535 DTP patients from area hospitals to local SNFs
- In the last five months, the program successfully used additional ARPA funds to discharge 54 DTP patients from area hospitals to local SNFs
- To date, ARPA funding has provided for the hiring of over 150 new medical professionals

<https://flpps.org/system-transformation-projects>

Finger Lakes Performing Provider System (FLPPS)

**Funding Amount:**

\$1,171,544

**Targeted Underserved Communities:**

Low- and
Moderate-Income Tenants

**Community Goal:**

Public Health
and Public Safety

Project Name: Housing Stability Initiative; Housing Search Navigator and After Care Program

Project Description: This is a program that is part of the larger “Housing Stability Initiative” which is designed to create more affordable housing options for low and moderate income families and to help remove barriers preventing the rental of existing affordable housing in Monroe County. The Housing Search Navigator and After Care Program will collaborate with four other community-based organizations to work in a culturally responsive manner to accept housing applications and match eligible households with available housing based on individual needs.

Project Successes and Impact: FLPPS has completed the infrastructure and staffing for this new housing stability initiative. Four partner organizations have been engaged: Community Place of Greater Rochester, Family Promise of Greater Rochester, Rochester Alliance of Communities Transforming Society, and Charles Settlement House. Four Navigators, one per community-based partner organization, and 2 After Care Managers have been hired. Workflows have been prepared for the pre-screening, eligibility/intake, reporting, and referral process. A standardized training and onboarding structure is in place, which includes cultural competency, trauma-informed care, mediation training, and mental health first aid. By the end of the third quarter of 2025, FLPPS will provide housing services and support to 90 individuals.

Key Accomplishments

- Staffed necessary positions to begin housing search services
- Continuing expansion and establishment of housing assistance capacities

<https://rochousing.org/>

Finger Lakes Performing Provider System (FLPPS)

In partnership with Monroe County Community College



Funding Amount:
\$11,000,000



Targeted Underserved Communities:
The African American Community, The Latinx Community, Students



Community Goal:
Workforce Development and Economic Recovery

Project Name: Transformational Community Care Coordination Project (TC3)

Project Description: In partnership with Monroe Community College (MCC), Finger Lakes Performing Provider System (FLPPS) has created The Transformational Community Care Coordination Project (TC3): a program geared toward enhancing recruitment, training, and retention of Monroe County CNAs, HHAs, LPNs, and RNs working in Skilled Nursing Facilities (SNF) and home health care agencies. This project addresses workforce development in the healthcare field in two ways: (1) the Long Term Care (LTC) Workforce Program, which will serve 232 individuals, and (2) the Transforming Lives through Nursing Pathways initiative (the “Pathways Initiative”), which will serve 630 individuals through 2026. These programs will provide collaborative, strengthened, and connected educational pathways that will bridge nursing programs and create multiple educational entry points allowing for progressive student advancement in many different healthcare careers. LPN, CNA, HHA, and clinical bridge programs will be enhanced to bolster academic and practical skills, preparing students for career-forward opportunities.

Project Successes and Impact: In order to address the public health crisis and shortage of healthcare workers in Monroe County, Finger Lakes Performing Provider System (FLPPS) and Monroe Community College (MCC) have implemented The Transformational Community Care Coordination Project (TC3). This program is geared toward enhancing recruitment, training, and retention of Monroe County Certified Nursing Assistants (CNA), Home Health Aids (HHA), Licensed Practical Nurses (LPN), and Registered Nurses (RN) working in Skilled Nursing Facilities (SNF) and home health care agencies. This program is establishing educational pathways for healthcare professionals, creating jobs, and building recruiting/employment partnerships between training programs and SNFs.

Key Accomplishments and Future Actions

- 231 CNAs have been trained in the Long Term Care (LTC) Workforce Program
- 30 RN candidates and 18 LPN candidates are currently participating in the LTC Workforce program
- 400 non-degree students have been trained to date in MCC Pathways Program
- Continue recruiting CNAs, HHAs, LPNs, and RNs and build out training pipeline
- Strengthen partnerships and employment pathways with local SNFs

<https://flpps.org>

Fire Department of the Village of Fairport



Funding Amount:
\$20,900



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health
and Public Safety

Project Name: Radio Communication Infrastructure Improvements

Project Description: The Fire Department of the Village of Fairport will use ARPA funding to upgrade existing radio communication infrastructure that will promote the effective response of volunteer firefighters in the Village of Fairport, Town of Perinton and the greater Monroe County community. The COVID-19 pandemic emphasized the importance of reliable and clear communications during emergencies. For the Fire Department of the Village of Fairport, consistent voice paging enables volunteers to be situationally aware and able to hear dispatch information and updates while responding to medical and non-medical emergencies.

The Fire Department of the Village of Fairport will utilize ARPA funding to purchase 20 Unication G5 Digital Voice Pagers. The Fairport Fire Department will also use ARPA funding to update radio communications equipment at its firehouses. During the pandemic, dispatch audio was not available or speakers were ineffective in several areas of the firehouse. To further situational awareness and ensure all staff and volunteers receive important updates, ARPA funding will be used to purchase one radio speaker and upgrade several additional speakers. The Fairport Fire Department will also purchase ten radio batteries and three digital scanners.

Project Successes and Impact: Fairport Fire Department is utilizing ARPA funds to invest in upgraded communications equipment. These modern devices allow first responders to have fluid communication, which is critical when sharing time-sensitive messages. Due to the COVID-19 pandemic, it has become increasingly important for members of the Fairport Fire Department to be situationally aware and able to hear dispatch information and updates while responding to medical emergencies, as well as other emergencies. The Fairport Fire Department will also update radio communications equipment at its firehouses.

Key Accomplishments and Future Actions

- FFD has invested approximately \$15k towards audio upgrades to date, which includes the purchase of 19 Unication G5 digital voice pagers and accompanying desktop chargers

www.village.fairport.ny.us/departments/fire_department/index.php

Foodlink, Inc.



Funding Amount:
\$1,430,745



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health
and Public Safety

Project Name: Expanding Food Access for Monroe County Families

Project Description: Foodlink anticipates serving quality, nutritious meals to 168,200 Monroe County residents through 2026 with their meal delivery truck service and partnerships with YMCA's Center for Equity and Open Door Mission's Coldwater House. This extensive program will focus on food-insecure individuals and multi-generational families in Monroe County, as well as the Towns of Gates, Greece, and Irondequoit. The majority of those served will be will low-income and unemployed or underemployed.

Project Successes and Impact: Foodlink continues to provide meals to Monroe County residents across a range of locations. Such coverage is due to the successful operation of Foodlink's "Ice Cream Truck" model. The model sees Foodlink staff traveling to different neighborhoods around Monroe County in a large marked food truck, stopping to provide meals on the spot when they see or are flagged down by individuals. Foodlink staff rotate which neighborhoods are visited in order to ensure the greatest amount of territory is serviced.

Key Accomplishments and Future Actions

- Over 77,000 meals served to date
- Expanding the number of meals served per day and per year by expanding the number of sites where meals are offered
- Ensuring program quality by providing training and collaborative opportunities to community partners
- Building on the ice cream truck model year-round, not just in the summer, to deliver more nutritious meals to the community

<https://foodlinkny.org>

Gates Fire District



Funding Amount:
\$407,926.21



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health
and Public Safety

Project Name: Gates Fire District - Dispatch Center Update

Project Description: Since the Emergency Communication Department (ECD) 9-1-1 Center was formed in 1986, the Gates Fire District (GFD) has served as the immediate back-up dispatchers to the Fire and Emergency Medical Services (EMS) throughout the City and County. Gates Fire District will utilize ARPA funding to upgrade the Gates Fire District analog dispatch radio consoles to digital dispatch radio consoles. This upgrade is necessary to maintain the same dispatch radio technology that the ECD and Monroe County Radio Center has recently implemented throughout the City of Rochester and Monroe County. This project will be accomplished within a single year, but the new radios will allow this cooperative arrangement to continue well into the future. Gates Fire District provides services to over 32,000 Monroe County residents and responds to over 5,000 incidents per year.

Project Successes and Impact: GFD has invested over \$95,000 in digital dispatch radios and warranty packages. Digital radios allow for better coordination and faster response times with the potential to increase the number of lives saved and reduction in incidents' severity. These digital systems can also improve first-responder ability to make informed decisions by providing real-time insight. These outcomes enhance the reliability of the public safety infrastructure for Monroe County residents.

Key Accomplishments and Future Actions

- \$95,000 in upgrades acquired to date for communication operations

www.gatesfd.org/about/

Gates Volunteer Ambulance Service, Inc.



Funding Amount:
\$228,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health
and Public Safety

Project Name: Ambulance Upgrade- A Critical Need

Project Description: Gates Volunteer Ambulance Service, Inc. (GVAS) will replace an aging ambulance with a new, bariatric model that can do more to meet the needs of the EMS System and Monroe County residents. Historically, GVAS had needed to call upon one of the two local commercial agencies with this specific type of equipment. Due to the high call demand in the Monroe County region, coupled with the number of providers who have left EMS pre and post COVID-19, the wait for a bariatric ambulance has been 2-3 hours on average. Having access to a bariatric ambulance on site will allow Gates Volunteer Ambulance to be more self-sufficient and will lower response times for Monroe County residents. GVAS will be able to provide safe care and transport to the residents in Gates, Ogden, Spencerport and Parma. This asset will also be available to any EMS Agency and resident in Monroe County and the City of Rochester.

Project Successes and Impact: Gates Volunteer Ambulance Service, Inc. (GVAS) replaced an aging ambulance (2014 Ford Marque Ambulance) with a new model that can do more to meet the needs of the EMS System and Monroe County residents.

Key Accomplishments and Future Actions

- Bariatric ambulance purchased

www.gatesems.org/index.cfm?Page=Our-History

HCR Home Care (L. Woerner)



Funding Amount:
\$703,592



Targeted Underserved Communities:
The African American Community, Seniors



Community Goal:
Public Health and Public Safety

Project Name: Overcoming Healthcare Delivery Disparities Among African American Senior Citizens in the Greater Rochester Area

Project Description: L. Woerner, Inc. dba HCR Home Care (HCR) will work with Black churches and pastors to overcome historic and real-life barriers to the use of home care services. Pastors, leveraging their inherent trust and influence in the community, will serve as key advocates and ambassadors for the HCR program. This will result in a significant increase in awareness and utilization of home care services among Black churchgoers. Initially, HCR will establish connections with pastors through face-to-face meetings facilitated by its Diverse Care Team. These meetings will serve as the foundation for building rapport, sharing information about the program, and understanding the specific needs and concerns of each congregation. Pastors will play a pivotal role in disseminating information within their congregations. HCR will provide print and digital materials to pastors, such as membership packets and informational videos. The membership packets will be customized to their respective churches and will provide educational materials on available home care services. Packets will also include a direct point of contact to an HCR Intake Coordinator that can guide participants through the enrollment process. The provided videos will feature a message from the pastor encouraging their congregation to seek home care services and will be used on both the church and HCR's websites as well as social media platforms. HCR will present to 50 churches and will make at least 420 new referrals for home care services.

Project Successes and Impact: HCR Home Care (L. Woerner) was founded with the intent of bridging the gap for caretakers with professional home health care staff. The ARPA funded project is focused on increasing access and awareness of home care services by developing strong partnerships with Black churches, their leaders and parishioners. The dedicated team at HCR Home Care has exceeded its engagement goals this year.

Key Accomplishments and Future Actions

- 79 health care service referrals made
- Expanding church and Pastor engagement
- Increasing the referral program capacity

<https://www.hcrhealth.com/>

Healthy Baby Network

(Perinatal Network of Monroe County, Inc.)



Funding Amount:
\$2,200,000



**Targeted Underserved
Communities:**

The African American Community,
The Latinx Community, Individuals
Recently Released from Incarceration/
Justice Involved Individuals, Individuals
who Experienced Violence (Domestic,
Trafficking, Physical)



Community Goal:
Public Health and
Public Safety

Project Name: Making Meaningful Community Change

Project Description: Healthy Baby Network (HBN) will provide non-medical (doula) care for vulnerable pregnant birthing persons and expand its Fatherhood Program with an emphasis on reentry after jail time. Focused in the highest-need ZIP codes in the “Fatal Crescent” (14605, 14606, 14607, 14608, 14609, 14611, 14613, 14619, and 14621), doula services will be targeted towards vulnerable Black and Brown pregnant birthing persons who are at risk for adverse medical and birth outcomes. The goal of this project is to address escalating rates of Black maternal mortality and morbidity by facilitating much needed access to education and services that improve health outcomes and shift the culture of health services to build authentic autonomy and engagement for Black and Brown birthing persons. The Fatherhood Reentry Program will work with Black and Brown fathers with backgrounds that include criminal activity and/or incarceration to minimize recidivism, reengage with their children, find stability (in education, training and housing), and ultimately set growth and development goals for the future. Together, the programs will serve over 500 parents and families through 2026.

Project Successes and Impact: With its recent ARPA project, Healthy Baby Network (HBN) is expanding its Doula Care Program and Fatherhood Program. So far, both programs have seen success, with over 125 pregnant participants enrolled in the Doula Program, and over 100 fathers enrolled in the Fatherhood Program.

Key Accomplishments and Future Actions

- Attained the highest certification level for community-based doula programming, making Healthy Baby Network’s doula program the only accredited community-based doula program in Rochester, New York
- Maintains a 100 percent breast/chest feeding rate
- Healthy Baby Network has served 124 unique individuals to date and provides continued services and care to at least 20 pregnant participants and 20 fathers per quarter
- Actively supports former participants with connections to community resources and peer mentoring opportunities

<https://www.healthy-baby.net/>

Honeoye Falls-Mendon Volunteer Ambulance, Inc. (HFMVA)



Funding Amount:
\$83,891.20



Targeted Underserved Communities:
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Mitigating the COVID-19 Past and Preparing HFMVA for the Future

Project Description: Honeoye Falls-Mendon Volunteer Ambulance, Inc. (HFMVA) will utilize ARPA funding to purchase two Stryker Powerload Systems. These systems enhance HFMVA's capacity to serve Monroe County residents with limited mobility, such as patients with increased body weight, elderly individuals and low-income patients with mobility deficits. HFMVA will also purchase four laptop computers and four pagers to upgrade its system to address patient needs and prepare patient records as quickly and efficiently as possible. Lastly, HFMVA will purchase six Prestan CPR Training Kits, which include an AED trainer and infant and adult mannequins with feedback. The equipment is needed to mitigate the high demand for CPR and AED training from the community since COVID-19 restrictions have lifted. These upgrades will improve both patient and crew safety and will ultimately increase ambulance crew retention by reducing and eliminating injuries.

Project Successes and Impact: Honeoye Falls-Mendon Volunteer Ambulance, Inc. has purchased two Stryker Powerload Systems for supporting medical transport cots to enhance capacity to attend to Monroe County residents with limited mobility, such as patients with increased body weight, elderly individuals, and low-income patients with mobility deficits. Honeoye Falls-Mendon Volunteer Ambulance, Inc. has also upgraded communication and training equipment utilized in medical responses.

Key Accomplishments and Future Actions

- Purchased ambulance equipment, CPR training kits, ER communication devices, and laptops

www.hfmva.org/history

Ibero - American Action League



Funding Amount:
\$1,014,935



Targeted Underserved Communities:
Low- and
Moderate-Income Tenants



Community Goal:
Public Health and
Public Safety

Project Name: Housing Stability Initiative; Landlord Incentive Program

Project Description: The Landlord Incentive Program is designed to create more affordable housing options for low- and moderate-income families and will help remove barriers preventing the rental of existing affordable housing in Monroe County. The Landlord Incentive Program assists individuals to obtain stable, affordable housing by connecting them with available housing resources and incentivizing landlords to participate in the program. Those facing housing instability are the main beneficiaries of this program, as the project aims to make more units available to underserved or historically marginalized groups in the community.

Project Successes and Impact: Ibero will launch and manage a program that places qualified tenants in dwelling units in Monroe County by incentivizing landlords in accordance with eligibility thresholds. Ibero will inspect all dwelling units prior to tenant occupancy and screen eligible tenants based on either in-house review and determination, or that of a trusted community partner.

Key Accomplishments and Future Actions

- Secured 46 housing units to date
- 26 individuals/families placed in housing units
- Paid out \$17,500 in incentives to landlords
- Continuing to search for solutions to eliminate barriers for underemployed clients who are otherwise eligible tenants

www.ibero.org/

Irondequoit Ambulance, Inc.



Funding Amount:
\$236,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Ambulance Replacement and Ambulance Air and Surface Disinfection

Project Description: Throughout the COVID-19 pandemic, Irondequoit Ambulance received a steady increase in requests for service (18 percent in 2022). Consequently, there has been a significant increase in wear and tear on emergency vehicles, resulting in more frequent needs for service and repair.

Irondequoit Ambulance will use ARPA funding to purchase an ambulance that matches its current fleet so that there will be sufficient room to properly care for patients and provide good crew ergonomics. Irondequoit Ambulance will also purchase air and surface disinfection devices for their existing and on-order ambulance fleet. Properly disinfected equipment helps prevent disease transmission obtained inadvertently by coming in contact with contaminated surfaces, equipment and air. Irondequoit Ambulance will retrofit their ambulance fleet with UV-C decontamination systems.

These systems are installed in the patient compartment of the vehicles and are activated when the crew parks the ambulance at the Irondequoit Ambulance base. The UV lights damage bacteria, viruses and fungi. The light will work on any exposed surfaces in the rear of the vehicle including the gurney, equipment, seats, counters, and nearly everything within the path of the light source. The cleaning is fully automated and does not damage equipment, drugs or any other materials in the vehicles. Automated disinfection of vehicles and equipment will further protect Irondequoit Ambulance crews and Monroe County patients - especially those who are at risk for significant illness.

Project Successes and Impact : Irondequoit Ambulance, Inc. has upgraded its ambulance fleet with the purchase of a new vehicle. The acquisition included necessary air and surface disinfection units. Together, the new equipment positions Irondequoit Ambulance to successfully serve Monroe County residents.

Key Accomplishments and Future Actions

- New ambulance acquired
- \$22,200 invested in ambulance air and surface disinfection units

www.irondequoitambulance.com/about-us .

Lake Shore Fire District



Funding Amount:
\$21,882



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Lake Shore Fire District IT Support for Community

Project Description: Throughout the COVID-19 pandemic, Lake Shore Fire District (LSFD) has experienced several technical challenges in creating a virtual presence to improve its service to the community. As a result, LSFD seeks to improve its internet infrastructure, replace staff computers, and work with IT services to improve website and internet presence.

LSFD will utilize ARPA funding to purchase 12 new virtual-meeting capable laptops, improved internet services and related hardware, and temporary IT support to improve the LSFD website and methods for sharing vital information and virtual events. This project will directly serve the over 13,000 people living in the Lake Shore Fire District and will impact neighboring municipalities with the ability to more readily access public safety information, events and other community engagement efforts.

Project Successes and Impact: Lake Shore Fire District has upgraded critical components of its digital operation. These include securing laptops, updating its website, and maintaining internet services. These upgrades aid Lake Shore in continuing to provide reliable services for Monroe County Residents.

Key Accomplishments and Future Actions

- \$12,500 invested to secure laptops, improve the LSFD website, and upgrade internet services
- Committed to reaching as many Lake Shore community members as possible by upgrading IT resources and improving internet presence

<https://www.lsfd.us/home>

Lifespan of Greater Rochester, Inc.



Funding Amount:
\$577,777



Targeted Underserved Communities:
Seniors



Community Goal:
Public Health
and Public Safety

Project Name: Improving Older Adults' Health, Safety and Economic Recovery Through Community-based Aging Services and Healthcare Integration

Project Description: Lifespan will work to improve older adults' health, safety, and economic recovery by expanding its Community Care Connections program to increase access to health care and financial benefits for vulnerable, medically complex, underserved older adults (age 60+) in Monroe County. Lifespan will serve 2,500 Monroe County residents over the 4 years of the project by providing wraparound services and support to seniors to enhance access to healthcare. The following services are included in this project:

- Scheduling transportation to and from medical appointments
- Arranging for pharmacy deliveries
- Evaluating and making referrals to mental health providers
- Scheduling preventative health care screens and vaccinations
- Evaluating participants needs and making connections with Personal Emergency Response Systems (PERS), Minor Home Modifications to prevent falls, Community-based Food Program (SNAP), Home Delivered Meals and/or Congregate Meals
- Assisting with Medicaid enrollments, utility access, counseling (health insurance, financial benefits), bill paying/ budgeting, and/or legal services
- Scheduling and facilitating telehealth appointments

Project Successes and Impact: Lifespan of Greater Rochester, Inc. has continued to utilize ARPA funding to expand its existing and successful Community Care Connections program to improve safety and increase access to health care and financial benefits for vulnerable, medically complex, underserved seniors. Also with the help of ARPA funding, Lifespan recently partnered with the Monroe County Veterans Service Agency (VSA) to open two new Veteran service centers to support County residents seeking access to vital services at Greece Ridge Mall in the town of Greece and Bay Towne Plaza in the town of Webster. These convenient, accessible offices will help connect residents with knowledgeable staff and serve as a resource for veterans and aging services.

Key Accomplishments and Future Actions

- 551 Monroe County residents currently enrolled in Lifespan's ARPA program have been provided access to financial support programs and medical servicesA quarterly average of 95 enrollees have been provided access to two preventative health screens, interventions, and/or mental health services
- A quarterly average of 137 enrollees have received food assistance
- A quarterly average of 125 enrollees have seen an increase in financial benefits

<https://www.lifespan-roch.org>

Mary Cariola Center, Inc.



Funding Amount:

\$2,022,230



Targeted Underserved Communities:

Individuals With Disabilities



Community Goal:

Workforce Development
and Economic Recovery

Project Name: Cariola Workforce Development Program Supporting Careers in the Education and Support of Individuals with Complex Disabilities

Project Description: The Cariola Workforce Development Program will help Monroe County build and maintain a workforce that supports individuals with complex disabilities. Key components of this program include: (1) removing barriers to educational and employment opportunities in the field of disabilities for Monroe County residents, including housing and food insecurities, daycare, technology, and transportation, (2) supporting equitable and inclusive professional growth opportunities resulting in job advancement, and increased income for underserved communities, and (3) creating a replicable model for building organizational capacity to support a diverse, equitable, and inclusive workforce supporting individuals with complex disabilities at Mary Cariola Center. Throughout the program:

- 390 people will engage with a Community Navigator
- 240 people will attend Mary Cariola's Career Development Academy
- 240 people will participate in the Pre-Professional Scholars program
- 50% of participants will receive their NYS Teacher Assistant Certification

Project Successes and Impact: Mary Cariola Center, Inc. is a regional leader in education and social emotional life skills for children and young adults. With 75 years of operation under its belt, it has opened new residential programs, expanded services to young adults at risk of losing supports as they age out, and improved staff trainings to tailor to the growing and ever-changing needs of students. Within its ARPA project, the Mary Cariola Center has already seen successes with its staff trainings with over 500 staff in attendance at a staff conference. The Center has also renovated a state-of-the-art training space large enough for a classroom of 30 staff, along with the purchase of laptops and virtual training programs. Mary Cariola Center continues to facilitate the growth of Monroe County's workforce within the field of providing assistance to individuals with complex disabilities. In addition, Mary Cariola Center has invested in high quality education for its staff by hosting a week-long Career Development academy. This week-long Academy aims to further approximately 100 staffs' formal education to continue to develop and grow their skills in their field.

Key Accomplishments and Future Actions

- To date, 100 individuals have been certified with level 1 training within the field of providing assistance to individuals with complex disabilities
- To date, 94 individuals have been certified with levels 2 and 3 training within the field of providing assistance to individuals with complex disabilities
- To date, Mary Cariola Center has provided assistance in reducing barriers to 280 individuals completing trainings. Such assistance takes the form of transportation, housing, and food
- Mary Cariola Center has continued the successful Academy, and expanded out to other locations to accommodate additional participants
- Mary Cariola Center has implemented more diversity, equity, inclusion, and belonging (DEIB) trainings for staff to create a more just and equitable program space for participants

www.marycariola.org

Monroe Community Hospital



Funding Amount:
\$4,124,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Workforce Development
and Economic Recovery

Project Name: Nurse Aid Training Program

Project Description: Monroe Community Hospital's ("MCH") nurse aide training program will support instructors and purchase equipment to expand the educational capacity at the hospital. This initiative will enhance the quality of clinical education, increase capacity of MCH's training program, and create a pathway to employment at MCH as a Certified Nursing Assistant.

Project Successes and Impact: MCH has begun robust expansion of their nursing aid training program. Utilizing ARPA dollars, MCH has been able to expand outreach efforts and increase enrollments in the program. In addition, the in-house upgrades to education spaces have allowed for greater training capacities. Program participants have successfully completed CNA trainings and are ready to begin serving in the health care industry.

Key Accomplishments and Future Actions

- Enrolled over 100 students in CNA training
- Approximately 50 students successfully completed the CNA training program
- Filled 2 newly created Lead Clinical Instructor positions, for a total of 3
- Completed facility renovations and infrastructure upgrades in the educational environment (classrooms, conference room, multi-function lounge)
- Invested in key educational learning tools to enhance student learning outcomes (additional textbooks/workbooks, equipment and program specific furniture and uniforms)
- Implementing a targeted marketing initiative to elevate the program's visibility and strengthen community outreach

www.monroehosp.org/

Monroe County Department of Diversity, Equity, and Inclusion



Funding Amount:
\$200,000



Targeted Underserved Communities:
Monroe County Residents



Community Goal:
Workforce Development and Economic Recovery

Project Name: Language Access Program

Project Description: The Monroe County Department of Diversity, Equity, and Inclusion (DEI) will utilize ARPA funding to upgrade access to language services, allowing for an increase in the quality of service delivery and the attraction and retention of diverse populations. The department will work closely with local educational institutions, like RIT and MCC, to get Monroe County residents (community members and employees) certified, trained and developed to deliver language access services in their respective departments or community organizations. DEI will also use a significant portion of the funding to purchase equipment and tools for interpretation services that can be borrowed by Monroe County Departments and approved community partners. This program will focus on access, inclusion, and equity for those with diverse language needs, thereby bridging health and safety gaps caused by communication barriers.

Project Successes and Impact: The Monroe County Department of Diversity, Equity and Inclusion is focusing on improving the tools available to Monroe County to serve people who communicate in a language other than English. The Department is actively procuring equipment including iPads, speakers, and rolling carts that will be used throughout the community at events to support immediate and effective video interpreting services.

Key Accomplishments and Future Actions

- Utilized \$68,000 for translation services with Propio software
- In the first four months of the grant, a total of 35 iPads have been installed and distributed to various Monroe County departments including Office for the Aging, Public Health, the Public Defender, Environmental Services, Law, Human Services, the Clerk's Office, and DEI
- Currently working with the Greater Rochester International Airport and the Veterans Services Agency to fulfill their requests for tablets and stands

www.monroecounty.gov/dei

Monroe County Department of Human Services: Transportation



Funding Amount:
\$1,400,000



Targeted Underserved Communities:
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Transportation Focused Job Skills Program for Monroe County Adults and Families

Project Description: The Department of Human Services (DHS) has created Project RIDE: a workforce development program that will serve low-income households throughout Monroe County with significant transportation barriers. DHS recognizes the importance of reliable transportation and how the absence of this resource can often prevent underserved communities from reaching their employment goals. This project will provide holistic services and solutions to participants, including financial support for vehicle repairs, purchase of equipment (i.e. tires), purchase of a used vehicle, driver licensing fees (including 5-hour course fees), vehicle registration fees, and up to 6 months of insurance as well as the possibility of no-cost loans or grants to individuals for the purchase of a used vehicle. The program will work with community partners to emphasize financial literacy, banking access, credit repair, and savings. DHS will also offer a 6-week job readiness / skills training program to increase employability and to ensure that participants have the basic competencies required by employers to support job entry, adaptation, and advancement in the workplace.

Project Successes and Impact: Project RIDE seeks to fill the transportation gap residents of Monroe County may face, preventing unemployed individuals from finding and maintaining employment. The program provides financial assistance for vehicle repairs and logistical assistance with obtaining a driver's license.

Since its inception in early 2024, Project RIDE has served 89 people. In 2024 five cohorts totaling 71 people completed the program through the initial vendor, Beyond the Sanctuary. Beginning in 2025, 18 people have completed the program through Consumer Credit Counseling Services (CCCS). Each participant group receives four weeks of job readiness training and an assessment of needs. This assessment determines if additional services are required for each participant. The program is on track to exceed the goal of serving 100 people (25 per quarter), successfully addressing participant's transportation needs through car repairs, driving lessons, permit fees, etc.

Key Accomplishments and Future Action

- 89 individuals served to date
- Continuing to bridge financial gaps relating to transportation for Monroe County Residents

www.monroecounty.gov/hs

Monroe County Department of Planning and Development



Funding Amount:
\$4,487,767



Targeted Underserved Communities:
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: HOME Investment Partnerships Program

Project Description: The HOME Investment Partnerships Program will provide bridge funding gaps for existing housing program(s) to include affordable rental housing, acquisition rehabilitation/resale, and home improvement and home ownership to income-qualified residents. The funding will also support the development, creation, and sustainability of affordable housing throughout Monroe County. The program targets low-income families and residents of Monroe County in need of safe and affordable housing. The program will supplement pre-existing housing programs, which will expand and/or sustain current affordable housing options.

Four RFPs were issued for various components of this project. Their issuing dates and response due dates are listed below:

ARPA HOME: Affordable Rental Housing Development of Multi-Family Housing: Release Date: January 17, 2025; Response Deadline: February 14, 2025 (included in this report as Attachment A)

ARPA: HOME Improvement Program Administration: Release Date: January 24, 2025; Response Deadline: February 21, 2025 (included in this report as Attachment B)

ARPA HOME: Acquisition, Rehab/New Construction, and Resale of Single-Family Home: Release Date: January 17, 2025; Response Deadline: February 14, 2025 (included in this report as Attachment C)

ARPA: Homeownership Assistance Program Administration: Release Date: January 24, 2025; Response Deadline: February 21, 2025 (included in this report as Attachment D)

www.monroecounty.gov/planning

Monroe County Department of Public Health

**Funding Amount:**

\$4,000,000

**Targeted Underserved
Communities:**

Monroe County Residents

**Community Goal:**

Public Health and
Public Safety

Project Name: ARPA Community Maternal Child Health Services

Project Description: The ARPA Community Maternal Child Health Services project will develop or enhance community-based programs that foster healthy activities in the community in order to improve health outcomes for families throughout the County. The program will conduct outreach in order to connect with mothers, newborns, and families to make relevant assessments, and to connect families to relevant and necessary services.

An RFP was issued April 25, 2025, with responses due on May 23, 2025. A copy of the publicly issued RFP is attached to this report as Attachment E.

www.monroecounty.gov/health

Monroe County Department of Public Health



Funding Amount:
\$4,200,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: ARPA Safe Neighborhoods: Violence Prevention Services and Training for Violence Prevention

Project Description: The ARPA Safe Neighborhoods: Violence Prevention Services and Training for Violence Prevention Project will establish and administer programs that address the rising gun violence in the community in order to build and sustain a safer and healthier community where families will thrive.

In addition, the project will provide trainings using a curriculum and method with a demonstrated history of success in similar settings. Organizations will work alongside Monroe County Department of Public Health (MCDPH) to train local actors to equip them with the necessary skills, experience, and knowledge to perform the trainings locally as part of the continuing MCDPH violence prevention efforts.

Two RFPs were issued for various components of this project. Their issuing dates and response due dates are listed below:

ARPA Safe Neighborhoods: Training for Violence Prevention: Release Date: April 18, 2025; Response Deadline: May 16, 2025 (included in this report as Attachment F)

ARPA Safe Neighborhoods: Violence Prevention Services: Release Date: April 18, 2025; Response Deadline: May 16, 2025 (included in this report as Attachment G)

www.monroecounty.gov/health

Monroe County Department of Public Health



Funding Amount:
\$5,890,149.45



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health
and Public Safety

Project Name: Monroe County Vaccinations

Project Description: To provide vaccinations to all Monroe County citizens through the use of three fixed locations and several mobile clinic vehicles to homebound individuals. Use community ambassadors to serve underrepresented communities more negatively impacted by the COVID-19 pandemic. All actions are intended to address the damage from the pandemic and mitigate further harm.

Project Successes and Impact: The County used community ambassadors, advocates, liaisons, and leaders to develop relationships and trust between vaccination providers and populations most vulnerable to serious health issues. The primary focus was to directly reach into disadvantaged neighborhoods.

Monroe County Industrial Development Corporation (MCIDC)



Funding Amount:
\$5,800,000



Targeted Underserved Communities:
The African American Community, The Latinx Community, Veterans



Community Goal:
Workforce Development and Economic Recovery

Project Name: Revolving Loan Fund

Project Description: Monroe County Industrial Development Corporation (MCIDC) will create and administer a revolving loan fund, primarily microloans up to \$50,000, for small and start-up businesses that would otherwise not have access to these kinds of funds or technical assistance. The goal of the program is not to replace funding but to serve as a gap-funding opportunity where capital is not available, or traditional financing does not fully meet a financing need. The focus will be on underserved communities and businesses, as well as New York State and/or Monroe County certified Minority / Women Business Enterprises (MWBE) and Service Disabled Veteran Owned Businesses in Monroe County.

Project Successes and Impact: Monroe County Industrial Development Corporation (MCIDC) is bridging funding gaps for small businesses by administering a revolving loan fund focused on underserved communities, with special focus on Minority and Women owned Business Enterprises (MWBE) and Veteran-owned businesses in Monroe County. These microloans provide access to capital and technical assistance not otherwise available to small and start-up businesses

To date, MCIDC has successfully distributed 75 loans to date totaling \$4,065,650. 54 of these loans have been Minority and Women owned Business Enterprises (MWBE) - the total of MWBE loans distributed is \$2,768,650. Per year, MCIDC has distributed the following:

2023: 19 loans distributed for \$920,000; 11 of these loans were MWBEs for \$535,000.

2024: 23 loans distributed for \$2,795,650; 18 of these loans were MWBEs for \$1,933,650

2025: 33 loans thus far, distributed for \$350,000; 25 of those loans were MWBEs for 300,000.

Key Accomplishments and Future Actions:

- \$4,065,650 is loans provided to Monroe County small businesses to date
- Continuing to increase the number of loans distributed to Monroe County small businesses
- Expanding access to technical assistance as small business owners complete the loan application process

www.monroecounty.gov/planning-microloan

Monroe County Land Bank Corporation from Monroe County Department of Planning and Development



Funding Amount:
\$1,000,000



Targeted Underserved Communities:
Monroe County Residents



Community Goal:
Public Health
and Public Safety

Project Name: Monroe County Land Bank

Project Description: Monroe County will partner with The City of Rochester to either expand the City's existing land bank or add an additional land bank to incorporate the twenty nine suburban towns and villages within Monroe County. ARPA funding will be used for the legal creation/administration of a land bank, acquisition of real property and demolition of dilapidated structures on the property. The establishment of a land bank will not only improve public health by eliminating potential health hazards in neighborhoods, but also improve public safety by converting abandoned structures that may be used for illicit purposes- which has been shown to decrease crime as well as increase neighborhood property values. The project would also provide revitalized homes for purchase by income-eligible homeowners throughout Monroe County, who are currently unable to purchase their first home due to the competitive housing market.

Project Successes and Impact: The Monroe County Land Bank Corporation has applied for, and been awarded, \$300,000 in New York State grant funding to perform operations over a three-year period. In addition, required policies for land bank operations are in development with many being adopted to date. This groundwork is critical to performing project operations in the coming year.

Key Accomplishments and Future Actions:

- Hiring additional support which will enhance project efficiency
- Purchasing 3-6 houses outside city limits
- Renovating or demolishing abandoned houses
- Selling safe and affordable homes to first time homebuyers

www.monroecounty.gov/planning

Monroe Community Library System



Funding Amount:
\$3,165,984



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Infrastructure and
Sustainability

Project Name: Digital Equity and Inclusion Programming

Project Description: Monroe County will partner with The City of Rochester to either expand the City's existing land bank or add an additional land bank to incorporate the twenty nine suburban towns and villages within Monroe County. ARPA funding will be used for the legal creation/administration of a land bank, acquisition of real property and demolition of dilapidated structures on the property. The establishment of a land bank will not only improve public health by eliminating potential health hazards in neighborhoods, but also improve public safety by converting abandoned structures that may be used for illicit purposes- which has been shown to decrease crime as well as increase neighborhood property values. The project would also provide revitalized homes for purchase by income-eligible homeowners throughout Monroe County, who are currently unable to purchase their first home due to the competitive housing market.

Project Successes and Impact: The Monroe County Library System is expanding their reach with the Digital Equity Program. This program aims to train over 1,000 Monroe County residents in various computer operations skills and bolster online literacy for underserved communities. Participants who complete courses receive a Chromebook free of charge. The program also aims to increase the amount of MiFi units accessible to residents to provide free WIFI access.

Key Accomplishments and Future Actions:

- Expanded staff to begin providing digital education
- Increased wireless routers available
- Beginning digital education classes
- Installing solar tables throughout Monroe County

Monroe County Office of Public Safety



Funding Amount:
\$400,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Family Reunification Crisis Centers

Project Description: The Department of Public Safety (DPS) will use ARPA funding to put the infrastructure in place for the creation of a Family Reunification Center in the event of a mass crisis event. Family Reunification Centers are venues for authorities to provide information to victims, coordinate access to support services, and facilitate the collection of information from families about the victims that can be used for victim identification. A crisis center provides a central location which is designed to ensure effective communication between agencies responsible for the provision of family assistance services. This ensures efficient delivery of support services by assessing needs, identifying gaps and avoiding duplication of services. Family Assistance Centers will be open for a few days, several weeks, or even years, depending on the needs and severity of the incident.

Project Successes and Impact: The Office of Public Safety has engaged a consultant to develop an Emergency Management Family Assistance Center (FAC) and Family Reunification Center (FRC) Plans, conduct stakeholder training sessions, and develop & facilitate tabletop exercises. The objective of this project is to ensure that the County and partner organizations are well prepared to effectively respond to and manage family assistance and reunification efforts during emergencies or disasters.

Key Accomplishments and Future Actions:

- Equipment for networking and cellular connection to FAC/FRC facilities where no connectivity exists
- Audio visual equipment to remotely manage FAC and FRC sites in real time
- Radio equipment to facilitate interoperable communications by and between FAC/FRC facilities
- Large monitors to display information at a FAC/FRC site for the public and command control
- Ready-To-Go Kits which are premade deployable “packages” to facilitate the startup and continued operations of a FAC/FRC
- Multi-purpose tablets with unlimited data connections that can provide language translation and assist with registration, in an always-ready state for rapid deployment
- Popup Tent for FAC/FRC operations
- Emergency supplies with a long shelf-life to fill immediate short-term human service needs during an emergency

www.monroecounty.gov/safety

Monroe County Office of Public Safety



Funding Amount:
\$710,000



Targeted Underserved Communities:
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Project Jedi

Project Description: The Monroe County Department of Public Safety (DPS) will work closely with a subject matter expert and the Monroe County Department of Diversity Equity and Inclusion (DEI) to advance its efforts for recruitment and retention of a diverse, inclusive, and valued workforce. This program will serve more than 250 current Department of Public Safety employees through retention programming, as well as outreach and recruitment efforts throughout our underserved communities. The ultimate goal of the project is to develop a DPS workforce that is supportive, inclusive, and reflective of the community it serves by retaining and recruiting individuals from various racial, ethnic, socioeconomic, and cultural backgrounds.

Project Successes and Impact: In 2023, Monroe County Department of Public Safety executed a contract with Dixon Schwabl Advertising to produce documents to help articulate the value and benefits of a career in civil service, specifically within the Department of Public Safety. Two products produced include a recruitment palm card and a 10-page booklet outlining the divisions within the Department. Both of these products are used throughout division locations, as well as at the various community engagement events members of the Department attend, such as job fairs, support festivals and educational events. The Department of Public Safety has participated in over 120 community events to engage and education students about the department and ultimately recruit students to participate in internships and the probation exam series.

Key Accomplishments and Future Actions:

- 15 paid internships completed or in progress
- Continuing to engage new personnel in civil service careers

www.monroecounty.gov/safety

Monroe County Office of Public Safety



Funding Amount:
\$500,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Youth and Police Initiative

Project Description: The Monroe County Department of Public Safety (DPS) will use ARPA funding to focus on improving the relationships between police departments, youth, and other law enforcement representatives. The goal of this project is to reduce negative stereotyping and increase trust between the community and law enforcement, as well as to help mitigate at-risk youth's involvement in the juvenile justice system. In addition, DPS will develop leadership and advocacy skills of youth participants, spreading positive change throughout the community while continuing to improve youth-police relations. The program will serve up to 100 at-risk youth and 40 Monroe County police officers through 2026.

Project Successes and Impact: The Public Safety team has partnered with the North American Family Institute, Inc. and has engaged their first cohort in 2025. By inviting participants to share their stories and engage in meaningful conversations The Youth and Police Initiative (YPI) aims to replace negative perceptions with understanding, in order for the youth and police participants to ultimately define and develop new ways to interact with each other.

The YPI sessions are highly structured and based on a high level of participants' involvement to create a shared sense of ownership. Participating youth receive a stipend to encourage their contributions to each session. Over the course of each YPI program cycle - including a graduation ceremony and one follow-up online reunion - youth participants and local police officers engage in discussions, games and role-plays to build their public speaking and facilitation skills, get to know each other on a personal level, and learn from each other. The goal of YPI engagement is to breakdown stereotypes and build trust between youth and police in neighborhoods with high rates of arrest, gun crime and citizen complaints towards police.

Key Accomplishments and Future Action

- Engaged the program's first cohort to facilitate understanding between youth and police participants

www.monroecounty.gov/safety

Monroe County Office for the Aging and Monroe County Veteran's Service Agency



Funding Amount:
\$1,000,000



**Targeted Underserved
Communities:**
Seniors and Veterans



Community Goal:
Public Health and
Public Safety

Project Name: Senior/Veteran Services Access Pilot Programming

Project Description: Provide one-stop benefits counseling and support services in offices on the east and west side managed by the Monroe County Office for the Aging and the Monroe County Veterans Service Agency. This program is designed to target Seniors and Veterans who were disproportionately impacted by the pandemic. Offices are established in areas that these populations frequent which will create opportunities for access to providers that will screen for eligible services. The offices are located in accessible areas of the community and staffed by knowledgeable service providers who have direct access to programs and resources eligible for seniors and veterans in the county.

Project Successes and Impact: These convenient, accessible offices (located at Greece Ridge Mall in the town of Greece and Bay Towne Plaza in the town of Webster) are now open and available to Monroe County residents. As experts in aging services, Lifespan has staff available at each location to assist older adults and caregivers with guidance about aging services and other supportive programs. This includes information regarding home care options, housing, transportation, wellness programming, financial support, health insurance counseling appointments, caregiver resources, and referrals to local programs and services.

Key Accomplishments and Future Goals

- To date, Lifespan employees embedded at both of VSA's Greece and Webster satellite locations have provided resources and assistance to a total of 153 Monroe County residents

www.monroecounty.gov

Monroe County Sheriff's Office



Funding Amount:
\$3,502,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Health and Wellness Program

Project Description: The Monroe County Sheriff's Office (MCSO) Health & Wellness Program addresses the mental and physical wellness of staff of the Sheriff's Office. The program is designed to provide individualized support to all MCSO staff through a three-pronged approach: (1) a Peer Support program, (2) embedded clinicians for immediate contact/engagement, and (3) expanded wellness training and programming department-wide. In addition to these three primary components, a wellness dog has been added to the team to allow greater flexibility of response and engagement opportunities. This program aims to meet the needs of the deputies, both in response to incidents as well as to proactively maintain their mental wellness. Monroe County continues to make our deputies' well-being and mental health a top priority, as it directly correlates to the effectiveness of their duties and future police reform efforts.

Project Successes and Impact: Since the start of the ARPA-funded Health & Wellness Program, nearly 15,000 wellness services have been accessed by Monroe County Sheriff's Office personnel. These services include a Peer support program, embedded clinicians for immediate contact/engagement, and expanded wellness training and programs. The department has provided 109 wellness trainings to date.

Key Accomplishments and Future Goals

- 2023: 7,599 wellness services utilized by sworn members; 37 wellness services utilized by non-sworn members; 95 trainings provided
- 2024: 2,595 wellness services utilized by sworn members; 27 wellness services utilized by non-sworn members; 12 trainings provided
- 2025-Q1: 4,516 wellness services utilized by sworn members; 27 wellness services utilized by non-sworn members; 16 trainings provided

<https://www.monroecounty.gov/sheriff-about>

Mt. Olivet Baptist Church



Funding Amount:
\$417,225



Targeted Underserved Communities:
The African American Community



Community Goal:
Public Health and Public Safety

Project Name: Mt. Olivet Church Active Shooter Preventative Action Plan

Project Description: After Mt. Olivet Baptist Church (MOBC) learned from federal, state, and local law enforcement officials that it was on the list of possible targets named by Buffalo's Top's Shopping Market Mass Shooter, they were advised by those agencies that it is necessary for the church to take steps to enhance the security of its property, congregation and the local community. To do this, Mt. Olivet Baptist Church will hire security guards, install security grade doors, develop an active shooter plan, install privacy film, renovate space for safe rooms, and update internal and external emergency communication systems. This strategic and coordinated response will deter any future active shooters from targeting the MOBC congregation and its visitors.

Project Successes and Impact: Mount Olivet Baptist Church has been a pillar of strength on Clarissa Street and in the City of Rochester at large since its founding in 1910. Its members are proud of the church's legacy and its ability to provide an open and safe community space. Regrettably, several mass shootings have occurred at places of worship over the past few years. Unwilling to close its doors to the community it serves, Mt. Olivet, with the assistance of ARPA funding, has taken measures to enhance the interior and exterior security of the church and its surroundings. In doing so, Mt. Olivet will continue to serve as center for building and strengthening community.

Key enhancements completed and/or in progress include:

- Upgraded Emergency Egress Routes
- Upgraded Security Camera System
- Upgraded Exterior Lighting
- Upgraded Internal and External Alarm/Communication Systems
- Build out Safe/Triage Room
- Installed Elevator to improve accessibility

<https://www.mt-olivetbaptistchurch.org>

Multicraft Apprenticeship Preparation Program, Inc. (M.A.P.P.)



Funding Amount:
\$1,200,000



Targeted Underserved Communities:
The African American Community, The Latinx Community



Community Goal:
Workforce Development and Economic Recovery

Project Name: MAPP / PROJECT PHOENIX

Project Description: The Multicraft Apprenticeship Preparation Program emphasizes sharpening existing transferable skills and aims to refine the work ethic of their participants- so that they can build successful careers in the construction trades. The M.A.P.P. model focuses on the crisis of poverty juxtaposed with the long-anticipated shortage of construction tradesmen and women across the building and construction trades. With the success of this model, M.A.P.P. has continually grown in demand for their services in the community. At their current training center, M.A.P.P. employs both academic tutoring and hands-on projects to train participants in their Apprenticeship Readiness Program. ARPA funding will be used to secure a new training space so that their program can expand to serve more historically disadvantaged Monroe County residents and help fill the skilled trades pipeline.

Project Successes and Impact: M.A.P.P. continues to dedicate its efforts toward lifting historically disadvantaged populations and/or marginalized communities out of poverty. M.A.P.P. provides training and education to prepare its students for a career in the Building and Construction Trades. With ARPA funding, M.A.P.P. is acquiring and renovating a property that will provide a stable location for increased job and workforce training in skilled-trades.

Key enhancements completed and/or in progress include:

- Purchased the property at 400 Central Avenue to house the new training facility.
- With the purchase of this property, the training facility will be moving from a 3,800 square foot space to a 54,000 square foot location.
- The increased square footage will significantly increase the number of people who can be trained in one of 18 different union construction tradecrafts throughout the county.

www.mappinc.org

Municipalities throughout Monroe County



Funding Amount:
\$6,000,000



**Targeted Underserved
Communities:**
Youth and Seniors



Community Goal:
Public Health and
Public Safety

Project Name: Youth and Senior Congregate Programming

Project Description: Provide support to the municipalities in Monroe County with youth and senior congregate programming and purchasing related equipment. Such support includes upgrades to senior and youth facilities, funding for community classes and subsidized meals.

Project Successes and Impact: Municipalities have begun planning youth and senior congregation projects, drafting improvements to youth and senior gathering spaces, and utilizing ARPA dollars for youth and senior centered events. These projects incorporate a variety of means to facilitate youth and senior programs such as subsidized group outings and improving publicly available sports equipment.

Key Accomplishments and Future Actions:

- \$6,094 invested towards senior outings and provided meals
- \$3,879 invested in upgraded volleyball systems available to youth programming

Non-Profit Organizations in Qualified Census Tracts



Funding Amount:
\$6,000,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Monroe County Non-Profit Beneficiary Project

Project Description: As part of its ARPA response, the County has designated \$6,000,000 to assist non-profits in Monroe County that have been disproportionately impacted by the COVID-19 pandemic. Entities had to meet the following criteria to be eligible for grant funding;

1. Be a not-for-profit corporation authorized to do business in New York State;
2. be registered with the New York Charities Bureau;
3. Operate a physical location in a Qualified Census Tract in Monroe County from at least 2019 to the present;
4. Have at least 51% of its operations take place in Qualified Census Tracts in Monroe County from at least 2019 to the present; and
5. Filed a Form 990 in 2022 and 2023.

Project Successes and Impact: The following agencies received funding as part of this program.

Catholic Charities of the Diocese of Rochester d/b/a Catholic Charities Family and Community Services	Goodwill Vision Enterprises, Inc.
Independent Living for Seniors, Inc. (dba ElderONE	Education Success Network, Inc.
Anthony L. Jordan Health Corporation	The Child Advocacy Center of Greater Rochester
Action for A Better Community, Inc	House of Mercy, Inc
The Center for Youth Services, Inc.	AutismUp Inc.
Ibero American Action League Inc.	MK Gandhi Institute For Nonviolence
Foodlink, Inc.	CHARLES SETTLEMENT HOUSE, INC.
Medical Motor Service of Rochester and Monroe County, Inc	Special Touch Bakery, Inc
Baden Street Settlement of Rochester, Inc.	The Center for Teen Empowerment, Inc
Urban League of Rochester, N.Y., Inc.	441 Ministries Beechwood Inc
EnCompass Resources for Learning, Inc.	Friends of the GardenAerial, Inc.
YWCA of Rochester and Monroe County	Isaiah House Inc
Veterans Outreach Center, Inc.	Taproot Collective, Inc
	Community Design Center of Rochester, Inc.

The Penfield Volunteer Emergency Ambulance Service, Inc.



Funding Amount:
\$347,065.97



Targeted Underserved Communities:
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Penfield Ambulance Acquisition of an Outfitted Advanced Life Support (ALS) Capable Transporting Ambulance

Project Description: The Penfield Volunteer Emergency Ambulance Service Inc. (PVA) will utilize ARPA funding to purchase an ambulance outfitted with a LifePak 15 device. This multi-functional device allows first responders to monitor multiple aspects of a patient's health, including SpO2 monitoring, enditidal Co2 monitoring, ECG monitoring, blood pressure monitoring and temperature monitoring. The vehicle will also include a power hydraulic operated gurney for lifting a patient.

PVA currently has a fleet of six ambulances, but three of them are at or near 150,000 miles and at the end of their serviceable life. The volume of calls for service in the Town of Penfield has been rapidly increasing since 2020. Over the past three years, PVA received 5,100 (2020), 5,400 (2021) and 7,100 (2022) calls for service. PVA also provided aid to 16 other ambulance districts over 1,200 times in 2022. This equipment is a critical need for Penfield Volunteer Ambulance's COVID-19 pandemic response and will help to save lives in Monroe County now and in the future.

Project Successes and Impact: The Penfield Volunteer Emergency Ambulance Service, Inc. has upgraded its fleet through the purchase of a new ambulance. In addition, the agency has ensured continued operational equipment is available through the acquisition of an ambulance servicing contract. These upgrades position Penfield Volunteer Emergency Ambulance Service to provide continued services to Monroe County Residence.

Key enhancements completed and/or in progress include:

- \$178,000 invested in a new ambulance
- \$127,000 invested in an ambulance equipment service contract

www.penfieldambulance.org/history/

Pittsford Volunteer Ambulance, Inc.



**Funding
Amount:**
\$4,246,948.50



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Emergency Medical Services (EMS) Workforce Training and Diversification

Project Description: Emergency Medical Services (EMS) organizations are struggling with workforce shortages that greatly impact their ability to respond to a growing need for emergency medical care since the COVID-19 pandemic. Efforts to address the EMS workforce deficit and sustain long-term demands require a coordinated system to recruit, educate and support the development of skilled EMS clinicians.

Recognizing this need in Monroe County, Pittsford Volunteer Ambulance, Inc. has developed an EMS workforce training that emphasizes diversification of the EMS workforce through recruiting, educational support and career pathway development. This approach will reduce barriers to entry by resolving traditional fiscal challenges, while also transforming the model for EMT and Paramedic classes to enhance career opportunities and improve retention within the EMS profession. In partnership with Monroe Community College, American Medical Response and Monroe Ambulance, Pittsford Volunteer Ambulance will support training and wraparound services for 158 new EMTs and 50 new paramedics.

Project Successes and Impact: AMR-Rochester and Monroe Ambulance EMT classes are currently underway, and MCC plans to begin its EMT and Paramedic classes this coming Fall 2025 semester. Graduates of the program will be certified to begin working with an EMS agency, directly contributing to Monroe County's efforts to address the ongoing shortage of emergency medical personnel.

Key Accomplishments and Future Actions

- First EMT cohort finalized and enrolled in program
- Continuing enrollment and education of participants in EMT training programs

<https://pittsfordambulance.org/about-us/history>

Providence Housing Development Corporation



Funding Amount:

\$1,044,399.35



Targeted Underserved Communities:

Individuals Who Experienced Violence (Domestic, Trafficking, Physical)



Community Goal:

Public Health and Public Safety

Project Name: Door of Hope

Project Description: Door of Hope (DOH) is a Rapid Rehousing Program (RRP) serving hearing or deaf individuals and families where the adult head of household is fleeing Domestic Violence (DV) or Human Trafficking (HT). DOH offers clients a better chance of maintaining housing stability by using a trauma-informed approach and having a robust set of services. Providence Housing provides permanent supportive housing and rental assistance up to one year, moving costs, childcare, language translation services, emergency/health services, employment services, and education to eligible participants and their households.

Project Successes and Impact: The Door of Hope project has continued providing RRP housing services to Monroe County residents and connecting participants to additional support services. These services include increased access and utilization of healthcare, and increased connection to community support. Though the industry average number of days from intake to “move-in” day is 60 days, Providence Housing has helped program participants to obtain supportive housing in an average of 16.95 days.

Key Accomplishments and Future Actions

- Services provided to 35 individuals in the first year
- 6 households secured employment
- 8 households increased their income
- 16 households increased access to and utilization of healthcare
- 34 school age children are regularly attending school

<https://providencehousing.org>

Reentry Association of WNY, Inc. (RAWNY)



Funding Amount:

\$4,617,843



Targeted Underserved Communities:

The African American Community,
The Latinx Community, Individuals
Recently Released from
Incarceration/Justice Involved
Individuals



Community Goal:

Public Health
and Public Safety

Project Name: Reentry One-Stop

Project Description: RAWNY will open a Reentry One-Stop that will allow anyone being released from incarceration to Monroe County to be connected to needed services and support, thereby increasing public safety, decreasing recidivism, and improving quality of life for the formerly incarcerated. The project's primary goal is to stabilize people returning to the community from incarceration, enabling them to become self-sufficient and to desist from further criminal and violent activity. The program will service approximately 2,400 Monroe County residents over four years with wraparound services including: employment, transportation, mental health, vocational training, legal services, housing and mentoring.

Project Successes and Impact: The Reentry Association of WNY (RAWNY) continues to serve individuals being released from incarcerations to Monroe County. In order to achieve this, RAWNY has continued to engage community organizations and establish new partnerships. These include mental health providers and employment service providers. In addition, this past year, RAWNY peer mentors have focused on hosting at least one monthly group activity and several smaller ones throughout the week. In addition, they are always available to provide 1-on-1 services to those clients who request it. A range of services including housing assistance, job seeking assistance, clothing, transportation, and intentional community building continue to be provided to individuals being released from incarceration to Monroe County.

Key Accomplishments and Future Actions

- Assisted 948 unique individuals to date with wraparound services and support
- Secured permanent housing for over 120 individuals
- Provided food support for over 320 individuals
- Helped 189 previously incarcerated individuals to find jobs
- Hosted a week of events, including an all-day "Reentry" Conference, celebrating successful reentry of incarcerated individuals
- Continues to partner with University of Rochester to provide an in-house wellness clinic, increasing its frequency from monthly to biweekly

<https://www.rawny.org/>

The Research Foundation of SUNY

On behalf of the State University of New York College at Brockport



Funding Amount:
\$1,317,950



Targeted Underserved Communities:
Students, Individuals Recently Released from Incarceration/ Justice Involved Individuals.



Community Goal:
Workforce Development and Economic Recovery

Project Name: Rochester Educational Opportunity Center (REOC) Mobile Welding Lab

Project Description: Rochester Educational Opportunity Center (REOC) will create a mobile, live welding training lab program to serve eligible at-risk youth (ages 18-24), current inmates, and ex-offenders that have significant barriers to employment. The lab will be housed in a large trailer with live-welding units to train all welding processes (including stick, MIG, and TIG) with 8 welding work stations. Students completing the program are eligible for the AWS Weld Test Certification in Shielded Metal Arc and Flux-Cored Metal Arc Welding. REOC will move the lab throughout Monroe County to focused areas like prisons, community centers, and educational facilities. The project will register 120 students in the Mobile Welding Lab class through 2026 and retain 80% of these student in employment opportunities.

Project Successes and Impact: While known for academic excellence, SUNY Brockport has taken steps to further educational opportunities for community members interested in a career in skilled trades. Recently available ARPA funding allowed the university to open a mobile welding lab. The decision to build the lab surfaced because some of the top trade credentials attained in prisons involve welding. The lab will serve eligible at-risk youth and formerly incarcerated people who have significant barriers to employment. The lab is housed in a large trailer with eight stations and provides students with the skills needed for entry-level work as welders. The 18-week hands-on training program introduces students to various components and equipment used in the welding trade through three new courses: Basic Shielded Metal Arc, Advanced Shielded Metal Arc, and Gas Metal Arc Welding. The program will register 120 eligible students in courses and expects a retention and employment placement rate of 80 percent of the enrolled students.

Key Accomplishments and Future Actions

- The first cohort of the program marked an important milestone with eight students graduating, five of whom have secured employment
- Expanding on its initial success, the program established a partnership with Cornerstone Training Institute and relocated the Mobile Welding Lab to their facilities for the second cohort of nine students
- The third cohort is being held at the Industry Residential Facility (Office of Children and Family Services), providing incarcerated youth with valuable skills training and a pathway to future opportunities
- Efforts are underway to build strong relationships with unions and employers, creating a robust pipeline of opportunities for graduates and ensuring alignment with industry needs

<https://reoc.brockport.edu>

Ridge Road Fire District



Funding Amount:
\$240,630.04



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Ridge Road Fire District Emergency Communications and PPE/ Community Outreach and Risk Reduction

Project Description: Ridge Road Fire District will use ARPA funding to strengthen its response capabilities to public health emergencies by expanding and improving its emergency response communications equipment and Personnel Protective Equipment (PPE). Additionally, the district seeks to improve its station alerting system that provides critical information to firefighters. Lastly, the Ridge Road Fire District will purchase four additional sets of ballistic personal protective equipment to outfit its firefighters who respond as part of the Monroe County Rescue Task Force. This task force provides a critical emergency medical response to acts or threats of aggressive deadly violence. The Ridge Road Fire District is one of five Rescue Task Forces (RTF) in the County. By adding these additional sets of PPE, Ridge Road Fire District will increase its capability of ensuring an RTF unit is able to respond quickly and effectively. Ridge Road Fire District will also utilize ARPA funding to increase and expand its community outreach and community risk reduction programs. As a result of the COVID-19 pandemic, many longstanding community programs were suspended or severely limited. Demand for community programs, however, remains high and has increased. Ridge Road Fire District will further develop community programs that target specific at-risk populations. This includes fall prevention classes, home assessments for the aging population, child safety seat education, Naloxone (Narcan) education, DWI simulation drills at local high schools, and the Life Safety Device installation (smoke and carbon monoxide alarms).

Project Successes and Impact: Ridge Road Fire District has upgraded significant portions of its operational equipment. These upgrades include new alerting software, updates to communication equipment, and new personal protection equipment.

Key Accomplishments and Future Actions

- Continued outreach efforts performed
- \$48,000 invested in alerting software
- \$7,000 invested in Mobile Radios
- \$79,000 invested in Portable Radios
- \$6,000 invested in Helmets and Body Plates
- Continuing outreach and upgrading of operational equipment

<https://rrfd.org/>

Rochester Area Community Foundation Initiatives, Inc.

On behalf of Rochester ENergy Efficiency & Weatherization (RENEW)



Funding Amount:
\$850,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Infrastructure and
Sustainability

Project Name: Rochester ENergy Efficiency and Weatherization (RENEW)

Project Description: RENEW strives to make homes throughout Monroe County more energy-efficient, healthier, and safer (aging in place) which positively affects the social, economic, and environmental barriers that lead to health disparities. Their work in Monroe County neighborhoods builds wealth, prevents home foreclosure, reduces greenhouse gas emissions, and creates improved health outcomes for families. RENEW will assist up to 200 income-qualified homeowners and up to 800 residents living in those homes to complete projects that promote energy-efficiency, health, and/or safety goals.

Project Successes and Impact: To date, within their ARPA project, RENEW has weatherized a total of 140 homes; 54 thus far in 2025. Not only do these renovations help with short term housing costs, they also reduce fuel costs and carbon emissions, and aid in safer conditions for home residents with health issues that are affected by older homes.

Key Accomplishments and Future Actions

- To date, 140 Monroe County Homes received weatherization renovations
- Continuing to provide energy efficiency renovation grants to Monroe County homeowners
- Analyzing utility bill data for potential fuel cost savings and carbon emissions reductions per client reporting

www.racf.org/collaborations/rochester-energy-efficiency-and-weatherization/

Spectrum Northeast, LLC



Funding Amount:
\$1,817,176



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Infrastructure and
Sustainability

Project Name: Broadband Infrastructure; Last Mile Projects

Project Description: Spectrum will utilize ARPA funding to extend its FTTP EPON Network to provide fiber internet access to the underserved dwelling units and unserved business locations in Monroe County.

Project Successes and Impact: As part of Monroe County's initiative to expand access to broadband internet, Spectrum Northeast, LLC received ARPA funding to install wire line connections in underserved areas of the county. Providing rural county residents access to affordable broadband network is essential for closing the digital divide, creating opportunity for personal development, and participating in modern daily life.

Key Accomplishments and Future Actions

- Spectrum has completed 141 of 239 planned installations to date

St. Joseph's Neighborhood Center, Inc.



Funding Amount:
\$2,758,595



Targeted Underserved Communities:
The African American Community,
The Latinx Community



Community Goal:
Public Health and
Public Safety

Project Name: Health Transformation through Education, Outreach and Engagement

Project Description: St. Joseph's Neighborhood Center is offering a comprehensive outreach and engagement program to reach uninsured or under-insured individuals in Monroe County who need affordable, affirming, and cost effective primary and specialty health care, mental health, and support services. SJNC will utilize ARPA funding to establish a clinical quality program, expand the Center's mentoring and training programs, and increase services provided to Monroe County residents. This program will provide 29,751 services to 10,244 individuals through 2026. Services include: a mental health program, a health access program, medical services, a narrative therapy group, and processing/support groups for direct care/staff providers.

Project Successes and Impact: St. Joseph's Neighborhood Center has been a pillar in the Rochester community for over 30 years, serving our communities most vulnerable population. Their unique approach to holistic healthcare ensures that the uninsured and the underinsured receive wrap around healthcare, no matter their status in life.

St. Joseph's has continued providing medical services to Monroe County residents at low or no cost to patients. In addition, over the course of their ARPA project thus far, the Center has put on successful DEIB trainings to equip staff to care for diverse populations, improved infrastructure to better serve the community, and hired new staff to keep up with growing demand.

Key Accomplishments and Future Actions

- To date, served over 1,950 clients
- To date, provided over 11,000 units of service
- Expanding their clients served by 100% through their medical services, health access programs, mental health visits and other client facing programs
- Updating and modernizing their space to be better equipped to serve the growing population
- Continuing to provide staff with excellent development and trainings

<https://sjncenter.org>

Trillium Health, Inc.



Funding Amount:
\$4,908,546



Targeted Underserved Communities:
LGBTQ+ Identified Individuals, The African American Community, The Latinx Community



Community Goal:
Public Health and Public Safety

Project Name: Project ACCESS

Project Description: Trillium Health (TH) will utilize ARPA funding to enhance existing programs that specifically address Monroe County's post-COVID community needs. Newly hired Medical Case Managers and Outreach Specialists will work to identify, enroll, and refer people in need of healthcare and supportive services at the Food Cupboard, Harm Reduction and Syringe Exchange Program, Primary Health Clinic, and the Mobile Access Clinic. Trillium will serve over 5,000 individuals at their Food Pantry, refer at least 3,150 residents to health support services, and increase the number of individuals that utilize Behavioral Health services by 350%, by making 1,720 referrals over four years.

Project Successes and Impact: Trillium Health (TH) understands that better public health outcomes start with stronger links between community wellness, mental health and public safety. It does this by using its Point of Entry (POE) programs such as its Food Cupboard, Harm Reduction and Syringe Exchange Program, Primary Health Clinic, and the Mobile Access Clinic. The POE programs connect clients to healthcare and supportive services across Monroe County. Using ARPA funds, TH has expanded its engagement capacity at its POEs by providing Medical Case Managers and Outreach Specialists who work on site to identify, enroll and refer individuals in need of healthcare and supportive services to TH's primary, specialty and behavioral health clinic.

Key Accomplishment and Future Actions

- To date, Trillium has served over 5,500 clients as part of the Project ACCESS project
- Continues to deploy case workers on site at POE programs to identify and evaluate needs of program recipients for health care and supportive services
- Completed renovation of its Monroe Avenue Food Pantry to meet increased demand for food access
- Currently exceeding reporting metrics for providing access to healthcare, food security, and behavior health services

www.trilliumhealth.org

Urban League of Rochester, NY, Inc.



Funding Amount:

\$3,448,882.93



Targeted Underserved Communities:

The African American Community,
The Latinx Community, Individuals
Recently Released from
Incarceration/ Justice Involved
Individuals



Community Goal:

Workforce Development and
Economic Recovery

Project Name: Urban League of Rochester Workforce Development Program for Under and Unemployed Individuals

Project Description: Urban League will provide access to vocational training opportunities and assistance with job placement within environmental abatement and remediation and associated skilled trades to individuals who are underemployed or unemployed. Program recruitment will focus on areas of concentrated poverty and violence, with emphasis on those previously or currently justice involved. Participants will receive free and subsidized training and career development services at the Cornerstone Training Institute (CTI) and the Rochester Construction Training Center (RCTC). Participants who successfully complete the trainings will earn certifications in Mold Abatement, Asbestos Handling, Lead Abatement, OSHA 30, and construction training. Staff will employ a strengths-based, trauma-informed case management approach to ensure participant retention and success. Urban League will also support participants by offering transportation to and from training sites, work attire, enrollment in GED programing, and stipends for living expenses and/or training related expenses based on need. Over the course of four years, Urban League will serve over 350 individuals with this program.

Project Successes and Impact: The Urban League is offering free and subsidized job training to unemployed/underemployed individuals in distressed ZIP codes including: including Mold Abatement Workers, Asbestos Handlers, and Lead Abatement Workers. They also offer OSHA certification and assistance with job placement. This program has given individuals the tools and support they needed to overcome barriers to employment such as transportation, credentials, and financial assistance helping them obtain meaningful and sustainable careers. Through this project, Urban League has facilitated better employment pathways by improving relations with local companies and organizations.

Looking into the future, the Urban League strives to

- Project team is fully staffed
- Enrolled over 175 participants for training
- Helped nearly 80 participants to secure employment

www.urbanleagueroc.org/

Veterans Outreach Center, Inc.



Funding Amount:
\$1,974,500



**Targeted Underserved
Communities:**
Veterans



Community Goal:
Public Health and Public
Safety

Project Name: Veteran Housing and Services Project (VHSP)

Project Description: Veterans Outreach Center's Veterans Housing and Services Project (VHSP) will complete the renovation/expansion of their transitional housing complex for homeless male Veterans at Richards House. VOC will add 16 new beds to the complex, totaling 54 available beds upon project completion (and the ability to house up to 66 veterans at one time). In addition, the Veterans Outreach center will provide residents with wraparound services and programmatic support such as intensive case management, employment training, legal services, peer support groups and, crisis intervention. Specific project goals include:

- Behavioral Health Program - serve 600 veterans, 5,000 times per year
- Quartermaster Program (food pantry and clothing)- serve 800 veterans, 3,000 times per year
- Employment and Training Program - enroll 240 homeless veterans with a 70% placement rate at an average hourly wage of \$19.07
- Provide supportive housing to 100 male veterans per year with an 80% positive discharge rate.
- Increase the ratio of households with a computer and internet by providing each positively discharged veteran (goal of: 46 vets per year) with a tablet and internet

Project Successes and Impact: With support from the ARPA program, the VOC successfully remodeled and expanded the number of individual living units for homeless Veterans. There, Veterans feel a sense of stability and belonging, surrounded by their fellow Veterans and the VOC's team of support specialists as they work to get back to a better place and on with their lives. Veteran Outreach Center also continues to provide non-residential Veterans with supportive services, including behavioral health support, food access, and employment and job training.

Key Accomplishments and Future Actions

- Provided over 975 employment services and 229 Veteran Job placements
- Provided over 5,100 instances of behavioral health services
- Provided over 7,800 instances of Quartermaster services at their food pantry
- Provided supportive housing to an average of 279 residents since start of the ARPA program

<https://veteransoutreachcenter.org>

Villa of Hope



Funding Amount:
\$3,826,591



**Targeted Underserved
Communities:**
Students



Community Goal:
Public Health and
Public Safety

Project Name: Hope on the Horizon

Project Description: Hope on the Horizon is a drop-in youth space to support mental health, substance use, educational support, professional development, violence reduction and social needs. This comprehensive program will target youth ages 13-21 in Monroe County with severe needs by helping them advance their social determinants of health, rebuild their education and vocational career paths, and by reducing violence and trauma in the community. Villa of Hope will increase education and vocational opportunities for Monroe County's most vulnerable youth by leveraging its experience as one of the community's leading behavioral experts. Villa of Hope will expand access to mental health and substance use services, utilizing a trauma-informed and racial equity approach to reduce violence and increase safety. This innovative program will serve 1,600 program participants through 2026 and will continue to impact Monroe County residents well into the future.

Project Successes and Impact: Villa of Hope has begun providing services to Monroe County area youth through its Hope on the Horizon program. By utilizing ARPA dollars, Villa of Hope has successfully enrolled and served youth with behavioral health treatment plans, developed workforce skills, and facilitated community connections. These enrollments are due in part to funded outreach efforts by Villa of Hope.

Key Accomplishments and Future Actions

- Served a total of 83 youth to-date
- Completed 69 new intakes
- Provided participants with workforce development opportunities through a partnership with Rochester Construction
- Expanding servings to include an in-house Art Therapist and a Foodlink partnership
- Continuing to providing meaningful experiences and opportunities that empower youth and strengthen the community

www.villaofhope.org/

Volunteers of America of Western New York, Inc.



Funding Amount:
\$1,282,500



**Targeted Underserved
Communities:**
Seniors, Students



Community Goal:
Infrastructure and
Sustainability

Project Name: VOA's Hydroponic Farm

Project Description: Volunteers of America of Western New York, Inc. (VOA) will build an urban hydroponic farm in the Northwest quadrant of Rochester to provide nutritious produce to families experiencing homelessness, formerly homeless households, seniors, and low income households (LMIs). The goal of this transformative effort is to provide low income households with fresh produce and to increase food security in Monroe County. The farm will also be used for agritherapy, vocational training opportunities, nutritional programming, and mental health resources for underserved individuals. Annual Outcomes include:

- 2500 people (600 households) will receive free or reduced produce on a regular basis
- 25 veterans will participate in the agritherapy program
- 15 individuals will participate in workforce development and trained in hydroponic farming practices
- 100 children will engage in educational programs at the farm

Project Successes and Impact: Volunteers of America Upstate New York empowers and supports people as they move out of systemic poverty into their fullest potential. Their values inform the work they do, and brings together their clients. For their ARPA project, VOA has set out to build an urban hydroponic farm in to provide nutritious produce to families experiencing homelessness, formerly homeless households, seniors and low-income households. This past year, VOA has launched a second farm to keep up with the growing demand. The farms will also be used to grow fresh produce for distribution to local partners. In addition, the farms will be used for agritherapy, childhood education nutrition programs, workforce development and space will be used by local colleges. VOA has also executed strategic partnerships with organizations that uplift the mission and vision of the farms.

Key Accomplishments and Future Actions

- To date, distributed food to over 16,000 individuals
- Provided an educational space for 169 children
- Have had 22 veterans in Agritherapy
- Served 72 people in their workforce development program
- Continuing to distribute fresh produce to Monroe County residents
- Bringing additional children's groups onto the premises for education

www.voaupny.org

Willow Domestic Violence Center of Greater Rochester, Inc.

In Partnership with Providence Housing Development Corporation



Funding Amount:
\$1,965,505.65



Targeted Underserved Communities:
Individuals Who Experienced Violence
(Domestic, Trafficking, Physical)



Community Goal:
Public Health
and Public Safety

Project Name: Launching a Multi-Disciplinary Family Justice Center in Monroe County

Project Description: Willow Domestic Violence Center of Greater Rochester, Inc. ("Willow"), in collaboration with other community partners, will use ARPA funding to provide innovative, long-term, and trauma-informed solutions for survivors of domestic violence in Monroe County. At the forefront of this project, Willow will establish a Multi-disciplinary Family Justice Centers (FJC). The FJC will provide counseling services and support groups, housing, emergency/health services, court advocacy and legal services, childcare services, language translation services, and other resources/services to survivors of domestic violence. By having multiple service providers "under one roof", Willow will strengthen behavioral health supports, reduce survivor recantation and increase public safety through a stronger prosecution of offenders. This coordinated community effort among partners will streamline communication between law enforcement, healthcare, and other resource agencies to facilitate seamless wraparound care for survivors.

Project Successes and Impact: As a response to the unfortunate increase in domestic violence related to COVID-19 pandemic, Willow Domestic Violence Center collaborated with community partners to provide survivors with thoughtful, trauma-informed wraparound services. The ARPA funding has enabled Willow to build out its Family Justice Center (FJC) program. The impact has been immediate and well received by both survivors and community partners.

Key Accomplishment and Future Actions

- Served over 800 domestic violence survivors and family members with holistic services and resources
- Implemented a Trauma-Informed Referral Network with Onsite Partners
- Launched a Domestic Violence High-Risk Team (DVHRT) with the guidance of Geiger Institute, a national initiative to end domestic violence homicides
- Began Project Design and Planning for a Permanent Physical Location for its FJC Program

<https://willowcenterny.org/>

YMCA of Greater Rochester



Funding Amount:
\$1,531,544



Targeted Underserved Communities:
Students, Seniors, The African American Community, The Latinx Community



Community Goal:
Public Health and Public Safety

Project Name: Neighborhood Resource Centers

Project Description: The YMCA will expand three (3) Neighborhood Resource Centers: one at the Maplewood YMCA Family Branch, one at the Thurston Road YMCA Neighborhood Center, and one at the Lewis Street YMCA Neighborhood Center. The primary goal of each Neighborhood Resource Center (NRC) is to engage neighbors and community partners in identifying the needs, supports, and resources for their immediate community. The YMCA in turn will leverage the resources of the greater association and strategic community partnerships to ensure participants have needed access to identified resources. Programs offered include: food access and congregate meals, health and wellness, senior programming, safe space for youth and teens, financial literacy, social emotional and character development, and access for New American community members. The YMCA plans to serve over 2,700 Monroe County residents with ARPA-funded services through 2026.

Project Successes and Impact: The YMCA and its neighborhood branches have a rich history in building active and resilient kids, providing affordable recreation programs, and serving as centers of community engagement. Programs offered by the YMCA are tailored to the immediate communities it serves, and its branches have been a place of hope and opportunity for both youth and adults. In the aftermath of COVID-19, the YMCA realized that it needed to do more for its members and the communities it serves beyond recreation programs. With funds from the ARPA program - and building on a program model already offered by its Lewis Street branch- the YMCA established the Lewis St., Thurston Rd. and Genesee St. (pending) Neighborhood Resource Centers (NRCs). There, community members can work together with YMCA coordinators to identify helpful services and support such as after school programs, elder care, food insecurity, refugee support, and health and wellness. Membership to an NRC is free and provides participants access programs/services at any other NRC location.

Key Accomplishments and Future Actions

- Over 2,800 unique individuals have been served to date
- Provided over 1,300 instances of Youth activities/programs
- Provided over 500 instances of Senior activities/programs
- Provided over 45 instances of New American services/programs
- Provided over 1,200 instances of Food Support

<https://rochesterymca.org/>



Monitoring Impact

1. COMPLIANCE

Monroe County continues to take a thoughtful and systematic approach to program evaluation to ensure that the subrecipients selected to receive Coronavirus State and Local Fiscal Recovery Funds, are in compliance with regulations and set up for future success. The Monroe County Department of Finance handles the administration and financial oversight of the County's expenditures of SLFRF Funds, and ensures that the United States Treasury's Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR Part 200 are upheld.

2. GRANTEE EVALUATION AND REVIEW

Monroe County continues to perform robust monitoring procedures to ensure grantee compliance with ARPA contract guidelines and the SLFRF grant requirements. Details of this monitoring process are included in the July 2023 and July 2024 annual reports' "Evaluation" sections. Key aspects include individual risk assessments, frequent compliance meetings, on-site meetings, extensive data reporting, and detailed spending reports.

In addition to the above measures, Monroe County has undertaken a comprehensive review of projects' performance to date. This review is ongoing and aims to identify, measure, and compare projects'

successes and shortcomings. As the end of the SLFRF grant period draws closer, the successful execution of the ARPA projects - both programmatic and financial – becomes increasingly critical. To this end, Monroe County’s comprehensive review of SLFRF grant projects distinguishes three categories of focus for its evaluation: 1) Percentage Spend to Date, 2) Deliverables, and 3) Compliance.

Percentage Spend to Date

This category assesses an ARPA project’s utilization of grant dollars in relation to its grant timeline. Here, the total dollars successfully expensed and reimbursed by a project are compared to a project’s overall award amount and a project’s spending timeline. The trajectory of spending, budgeting adherence, and forecasting prowess of an ARPA project is also assessed. This category of assessment aims to evaluate the effectiveness of an ARPA project’s financial operations.

Deliverables

This category assesses an ARPA project’s success in providing agreed upon deliverables. A project’s programmatic data reporting is analyzed against project deliverables described in its contracted Scope of Work with Monroe County. Such deliverables may include the number of clients served, the number of services provided, and the ongoing level of client enrollment among other measures of performance. This category aims to determine how successfully ARPA projects have achieved the goals described in their grant contracts to date.

Compliance

This category assesses an ARPA project’s consistency in adhering to County and Federal contractual compliance requirements. These requirements include attendance of compliance meetings with Monroe County Contract Compliance Monitors, required financial reporting, regular data reporting, maintaining required insurances, and meeting Minority and Women Owned Business Enterprise (MWBE) goals.

Monroe County intends to utilize the ongoing findings of this comprehensive evaluation in order to make determinations regarding ongoing SLFRF grant project funding. By structuring this review as described above, Monroe County aims to continue taking results-informed actions to effectively distribute SLFRF grant funds and meet local needs.

3. TABLE EXPENSES BY EXPENDITURES BY CATEGORY

Category		Total Obligations	Cumulative expenditures to date (\$)	Amount spent since last Annual Report
1	Expenditure Category: Public Health - TOTAL	\$55,223,813.49	\$ 21,392,282.76	\$ 9,255,557.89
1.1	COVID-19 Vaccination	\$ 5,890,149.45	\$ 5,890,149.45	\$ 0
1.11	Community Violence Interventions	\$ 15,390,569.65	\$ 4,660,634.46	\$ 3,213,661.89
1.12	Mental Health Services	\$ 8,502,000.00	\$ 2,670,523.65	\$ 1,234,458.87
1.13	Substance Use Services	\$ 4,908,546.00	\$ 2,079,057.14	\$ 1,692,044.14
1.14	Other Public Health Services	\$ 20,532,548.39	\$ 6,091,918.06	\$ 3,115,392.99
2	Expenditure Category: Negative Economic Impacts - TOTAL	\$ 77,001,581.52	\$ 30,626,586.48	\$ 21,941,776.31
2.1	Household Assistance: Food Programs	\$ 1,430,745.00	\$ 689,167.56	\$ 564,856.41
2.2	Household Assistance: Rent, Mortgage, and Utility Aid	\$ 850,000.00	\$ 664,694.84	\$ 444,299.84
2.10	Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)	\$ 29,038,955.50	\$ 10,076,081.38	\$ 8,108,671.20
2.15	Long-Term Housing Security: Affordable Housing	\$5,487,767.00	\$0	\$0
2.16	Long-Term Housing Security Services for Unhoused persons	\$ 1,974,500.00	\$ 1,544,712.04	\$ 354,013.72
2.18	Housing Support: Other Housing Assistance	\$4,751,880.35	\$411,198.32	\$0
2.22	Strong Healthy Communities Neighborhood Features that Promote Health and Safety	\$ 8,711,375.67	\$ 3,167,836.02	\$ 1,315,093.52
2.23	Strong Healthy Communities: Demolition and Rehabilitation of Properties	\$1,000,000.00	\$0	\$0
2.25	Addressing Educational Disparities Academic Social and Emotional Services	\$ 6,360,883.00	\$ 2,798,140.12	\$ 2,195,764.48
2.29	Loans or Grants to Mitigate Financial Hardship	\$ 5,800,000.00	\$ 3,633,844.41	\$ 2,334,579.82
2.34	Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	\$6,000,000.00	\$6,000,000.00	\$6,000,000.00
2.37	Economic Impact Assistance: Other	\$ 2,429,491.00	\$ 1,123,560.02	\$ 624,497.32
2.4	Household Assistance: Internet Access Programs	\$3,165,984.00	\$517,351.77	\$0

Category		Total Obligations	Cumulative expenditures to date (\$)	Amount spent since last Annual Report
3	Expenditure Category: Services to Disproportionately Impacted Communities – TOTAL	\$ 1,958,472.10	\$ 1,521,919.92	\$ 1,057,717.13
3.4	Public Sector Capacity Effective Delivery	\$ 1,958,472.10	\$ 1,521,919.92	\$ 1,057,717.13
4	Expenditure Category: Premium Pay - TOTAL	\$0	\$0	\$0
5	Expenditure Category: Infrastructure - TOTAL	\$ 4,211,816.00	\$0	\$0
5.19	Broadband Last Mile projects	\$ 6,041,679.13	\$361,491.28	\$361,491.28
	Expenditure Category: Revenue Replacement - TOTAL	\$0	\$0	\$0
7	Administrative and Other - TOTAL	\$1,500,000.00	\$ 1,284,613.10	\$ 699,035.77



www.monroecounty.gov/bringmonroeback



ADAM J. BELLO
COUNTY EXECUTIVE

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

ARPA HOME: Affordable Rental Housing Development of Multi-Family Housing

Release Date: January 17, 2025

Response Deadline: February 14, 2025



Monroe County
Department of Planning and Development
50 West Main Street
Rochester, NY 14614
www.monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax or email 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
E-mail kimboedicker@monroecounty.gov

RFP ARPA HOME: Affordable Rental Housing Development of Multi-Family Housing

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 Affordable Rental Housing Development of Multi-Family Housing. 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.

Pending final approval from the Monroe County Legislature, the County’s objective is to enter into a one-year agreement with the option to renew through December 31, 2026. **PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026. NO ADDITIONAL OPTIONS TO RENEW PAST DECEMBER 31, 2026 SHALL BE AVAILABLE.**

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 <https://contracts.monroecounty.gov/bid/list/rfps> will receive addenda if issued.

1.3 County’s Rights and 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 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 January 17, 2025.
- 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 January 24, 2025.
- All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County website. These will be sent out to all Respondents who received the original RFP on or before January 31, 2025.
- **Final RFP submissions must be received by 3:00 PM ET on February 14, 2025** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 755,000 residents. The County is comprised of 19 towns, 10 villages, and the City of Rochester, the fourth largest city in New York State.

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

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1.3 billion. County government provides a variety of services, including: general government, public safety, health and human services, economic development, recreation, transportation and environmental services. The County operates a small-hub airport; a 566-bed skilled nursing facility; four sewer districts for sanitary and stormwater management including two treatment plants; a solid waste landfill, transfer/haul station, and recycling center; an AZA-accredited zoo, and three municipal golf courses. Under the governance of an elected 29-member County Legislature, the County is structured among four elected offices, eleven operating departments, and eight staff departments.

SECTION 2 – SCOPE OF WORK

2.1 PROGRAM OVERVIEW & BACKGROUND

1. Introduction

Monroe County seeks proposals from developers, non-profits, and housing service providers for Affordable Rental Housing Development (“ARH”) to increase the supply of high-quality, safe, and affordable rental housing opportunities that will serve income-qualified households throughout Monroe County.

Developers, non-profits, and housing service providers (“Respondents”) may respond to this RFP to competitively apply for funding made available from the County’s State and Local Fiscal Recovery Funds (“SLFRF”).

The ideal Respondent will have a history of successfully developing affordable rental housing projects under HUD HOME regulations. The Respondent will leverage its connections within the community to develop the project in accordance with HOME and local requirements, and to lease-up the assisted units to Income-Qualified Households. The Respondent may also use these Funds to bridge funding gaps, provided the Funds are used in accordance with HOME and SLFRF rules and regulations.

The successful Respondent will agree to use provided software platform for data collection and reporting.

The successful Respondent will complete the following general steps after the County has awarded a grant:

- Act as Developer, Sponsor, or Owner for the development/construction/rehabilitation of an affordable rental housing development serving income-qualified renters throughout Monroe County, and
- Lease all units subsidized by these Funds to Income-Qualified Households, as defined by HOME regulations.

HOME regulations shall be used to define which households are income-qualified as beneficiaries of the proposed Project. Financial assistance will be available for all construction projects to offset the costs of development to result in affordable rental units to be rented at rates affordable to households at or below 80% Median Family Income (“MFI”) and not exceeding the High/Low rent limits set by HUD.

2. Program Requirements

The successful Respondent must use the Funds to administer an ARH Development in accordance with HUD HOME, meeting the following requirements:

- a. Respondent will act as developer, sponsor or owner of (an) affordable rental housing project(s), in accordance with HOME, including but not limited to the following requirements:
 - i. Development must be located in Monroe County.
 - ii. Development scope must match need/demand analysis provided in the Proposal.
 - iii. Affordable units must be set aside (fixed or floating) in proportion to the amount of requested funding.
- b. Respondent may procure and select third-party vendors to assist in ensuring compliance with HOME regulations regarding HUD Section 3 and the County’s policies regarding MWBE goals.
- c. Affordable units will meet HUD property standards; project site must meet HUD rental housing standards.

- d. Completed rental housing development projects must be safe, sanitary, and in good repair, per HOME. Included in these requirements are the following standards, described in greater detail at 24 CFR 92.251(a):
 - i. All major systems are in good condition including but not limited to: structural support; roofing; cladding and weatherproofing; plumbing; electrical; and heating, ventilation, and air conditioning;
 - ii. Property is acceptable to the local zoning ordinances, which may differ from municipality to municipality; and
 - iii. Records must substantiate that the housing meets standards, and must justify all expenditures funded through this grant.
- e. New, affordable rental housing must be available for lease-up within the project timeline. Project must be completed in accordance with HUD requirements, Federal and State labor practices, and Environmental Review.
- f. Respondent must affirmatively market available affordable units, in accordance with HOME Program Affirmative Marketing Requirements to ensure that:
 - i. Information about unit availability reaches populations typically underserved by traditional housing programs, with a focus on populations disproportionately impacted by the lack of affordable rental housing opportunities;
 - ii. Marketing procedures must utilize several modes of communication, such as printed, electronic (radio, television), online (e.g., social media) or in-person outreach. Selected methods must reflect Respondent's understanding of their targeted community and that community's access and preferences. Respondent must provide meaningful and culturally relevant language access to targeted populations;
 - iii. Respondent must provide information to any groups or individuals known or believed to be interested in the availability of the affordable units, in accordance with the HOME program, the Fair Housing Act, Title VI of the Civil Rights Act of 1964; and
 - iv. Respondent must maintain and provide, upon request, records of its written marketing plan and the specific actions taken to execute the plan.

Respondent must comply with applicable SLFRF rules and regulations (available here:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>).

PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026.

2.2 PROJECT PROPOSALS

Each Respondent must submit a Proposal containing complete information in the sections described below. Respondent must also provide requested information listed on the attached 2025 Affordable Rental Housing Proposal Checklist - Appendix I, to ensure the Proposal contains all information necessary for review and selection.

1. Experience

Provide a written narrative describing your company:

- a. Its history and ownership;
- b. Its experience developing multi-family rental properties; and
- c. Any such experience with grant-funded affordable housing, including specific examples.

2. Capacity

- a. Indicate your normal development time for a similarly-sized project, from closing to Certificate of Occupancy;
- b. Indicate how your normal development time may be affected with multiple projects underway simultaneously (if applicable); and
- c. Provide financial statements, letters of credit and/or other evidence that demonstrates your company's financial strength and capacity to undertake the proposed development.

3. Gap Financing

The County has limited funds available for construction/permanent gap financing. The County Funds are structured as follows:

- a. Interest-only payments; 2% of principal. Loan payments are must-pay, are cash-flow dependent, and are due annually with Balloon payment due at the end of the term;
- b. 30-year term. If a different funder is likely to request a 40-year term, please state that in your proposal;
- c. Subordinate debt, typically behind any conventional, Federal, or State funds;
- d. The County will release up to 90% of the funds during construction; 10% will be held back for retainage, and receipt of necessary documentation for project close-out; and
- e. Typically, HOME funds will not exceed 2-5% of total development cost.

4. Market and Needs Analysis

Respondents must submit a narrative of the necessity and feasibility of the project, supported by data and findings of a current and thorough Market Analysis and Needs Analysis. The analyses must indicate the demand for rental housing near the proposed site, as well as the need for the proposed affordable units.

5. Site Plans and Scope of Work

Respondents must submit detailed site plans for proposed development. Plans must be in compliance with County and NYS building codes, local zoning and must meet HOME standards, as described in part below. Scope of work should include the building materials and methods that Respondent must use in the construction or rehabilitation of the unit.

- a. Accessibility: The housing must meet the accessibility requirements of 24 CFR 92.251(a)(2)(i).;
- b. Disaster mitigation: Where relevant, the housing must be constructed to mitigate the impact of potential disasters for at least the extent of the affordability period;
- c. Upon completion, the project must be decent, safe, sanitary, and in good repair, meeting applicable standards in 24 CFR 5.703; and
- d. Lead hazards: If a lead-based paint hazard, as defined by 40 CFR 745.65, is present on the project site, Respondent must complete work with appropriate stabilization, interim controls, and/or abatement as required per HUD.

6. Project Readiness and Site Information

Include any information that may impact the Project's readiness status. Proposal must include:

- a. Current status/proof of Site Control; and
- b. A Letter of Support from host community.

7. Budget

- a. Provide a completed Development Budget Template, found in Appendix E. Costs eligible for this funding are costs typically eligible for HOME projects, listed in 24 CFR 92.206; and
- b. Provide a detailed Sample Proposed Project Operating Expense Pro Forma for the rental development, demonstrating that the project can operate with the anticipated income and expenditures without raising rent for funded units above affordability guidelines for at least the duration of the affordability period. A template is available in Appendix H and is labeled as: Sample Proposed Project Operating Expense Pro Forma.

8. Environmental Review and Assessment

- a. Respondent must supply documentation and findings of an Environmental Review of the project in compliance with 24 CFR 58, and any other environmental assessment done in accordance with applicable law (e.g., Phase I ESA);
- b. Respondent must complete the Monroe County Community Development Environmental Review Checklist (found in Appendix J of this document,) along with supporting documentation for each item as specified by the Checklist;
- c. National Environmental Policy Act (NEPA) review will be required for any projects that receive HOME funds. Please note that the City and County utilizes the HEROS system and all NEPAs will be required to be provided within that online database;
- d. The County requires that municipal projects **comply with the State Environmental Quality Review Act** acting as the lead agency and lists Monroe County as an involved agency; and
- e. Respondent must supply documentation that proposed project is acceptable to local zoning ordinances.

9. Marketing and Sales

Respondent must describe their marketing strategy to ensure that proposed Project will fulfill Program Goals described above in Section 2, "**Program Requirements.**"

10. Employment

- a. Explain how Respondent will meet HUD Section 3/Targeted Section 3 requirements by seeking to provide job training, employment and contracting opportunities for low- or very low-income residents in connection with this project. More information about Section 3 can be found at <https://www.hud.gov/section3>;
- b. Explain what actions Respondent will take to meet Monroe County's MWBE and Workforce goals; and
- c. Complete and attach a signed Developer's Section 3 Acknowledgement Form (Appendix K.)

11. Other Federal Requirements

Approved projects are subject to regulations of federal funds including, but not limited to, public and competitive bidding, prevailing wage, affirmative action, civil rights, environmental review, property standards, lead based paint regulations, relocation, and accessibility requirements. Projects must meet State/Local government codes for any building converted, rehabilitated, or renovated with HOME funds. The applicant is required to comply with all contract and applicable State, County, and HUD HOME requirements including applicable environmental reviews and Davis Bacon Act requirements. The applicant must comply with requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The applicant shall maintain documentation that demonstrates compliance with hour/wage requirements of this part. Questions regarding the HOME program or HOME requirements, may be researched at the following sites:

- a. Federal Regulations - 24 CFR 92 (HOME) and 2 CFR 200 (Uniform Administrative Requirements): <http://www.ecfr.gov/cgi-bin/ECFR?page=browse/>
- b. HUD HOME Website: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/programs/home/
- c. HUD HOME Program Topics: <https://www.hudexchange.info/programs/home/topics/>
- d. HOME Maximum Per-Unit Subsidy Limits: <https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>
- e. Rent Limits: <https://www.hudexchange.info/manage-a-program/home-rent-limits/>
- f. Income Limits: <https://www.hudexchange.info/manage-a-program/home-income-limits/>

2.3 PROPOSAL REVIEW

All accepted proposals will be thoroughly reviewed by the County and will be considered on factors including, but not limited to:

- a. Project readiness: SLFRF-funded projects must expend the Funds no later than December 31, 2026;
- b. The proposed number of affordable units in the development; The County prioritizes its HOME investments for support of rental units affordable to households at or below 50% MFI for HOME assisted units;
- c. The funding that Respondent is requesting and the feasibility/reasonability of the proposed budget;
- d. The quality, pricing and value of proposed project units;
- e. The Developer's commitment and accompanying marketing strategy to lease-up affordable units funded through this funding source within 12 months of project completion; and
- f. The experience and capacity of the Respondent, as demonstrated in the Proposal, in the development of affordable rental housing, including:
 - i. The financial capacity of the Respondent;
 - ii. The Respondent's production and construction capacity to undertake the proposed development;
 - iii. Commitment and past successes; and
 - iv. Professional certifications (as applicable).
- g. "Green" or sustainable building features of the proposed development, which exceed NYS minimum requirements for energy and efficiency;

- h. Respondents may be contacted by the County for additional information, may be invited to meet with County representatives, and may be asked to revise plans or other materials submitted, as part of the County's review & selection process; and
- i. Late or incomplete submissions, and submissions by fax and/or email will not be accepted.

Selection

The County intends to contract with the selected Respondent(s) for (an) Affordable Rental Housing Development.

- a. The County reserves the right to engage in discussions or negotiations with none, any, or all Respondents as part of the review and selection process, to select or reject any or all proposals, and if deemed necessary, to engage in subsequent builder proposal rounds with fewer than all submitted proposals considered; and
- b. All submissions become the property of the County.

The County reserves the right to award multiple contract(s) pursuant to this RFP and/or make awards in one or more phases. The County reserves the right to request clarification of any submitted information by one or more Respondents. With the consent of the related Respondent(s), the County may combine and/or separately award contracts that were proposed in the same or separate proposals. The County reserves the right to award and/or contract for additional services or sub-awards permitted under the ARPA Rules in conformance with applicable procurement requirements. ***The selected Respondent(s) shall also provide Monroe County or its designated agent access to all books, accounts, reports, files and other papers or property pertaining to funds provided through this RFP for the purpose of making surveys, audits, examinations, etc. The selected Respondent(s) shall retain records in accordance with HOME and 24 CFR 92.508.***

General ARPA Requirements

Monroe County will act in strict accordance with ARPA, its rules, applicable regulations, and guidance (generally, the "ARPA Rules"). The County reserves the right to reject any proposal that it determines, in its sole discretion, does not comply with the ARPA Rules and/or proposes a use of SLFRF Funds that is grossly disproportionate to the harm caused by COVID-19. The County will determine whether a proposal complies with ARPA using one of two methods:

- 1. The proposal conforms to the US Department of the Treasury's list of approved uses and populations (note: a full list of pre-approved uses may be found at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>) or
- 2. The proposal (1) identifies a COVID-19 public health or economic impact, and (2) proposes a response that addresses or responds to the impact.

ARPA Requirements for Affordable Housing

Successful Respondent(s) will be required to adhere to all applicable local codes, and comply, at a minimum, with the applicable federal housing program's requirements related to the following (to the extent the applicable federal housing program has such requirements):

- Resident income restrictions;
- The period of affordability and related covenant requirements for assisted units;
- Tenant protections; and
- Housing quality standards.

Reporting

The County will require all Successful Respondents to provide reports to the County in sufficient quantity and detail in order for the County to meet its interim reporting requirements, project and expenditure reporting requirements, and recovery plan performance reporting requirements under the ARPA Rules. Reports shall include, but shall not be limited to, information attached to this RFP as Appendix F - Reports.

Additional Performance Indicators and Evidence

Successful Respondent(s) shall be required to report and will need to meet agreed upon outcome measures, performance indicators, programmatic data, evidence-based interventions, and program/project evaluations required by the County and the ARPA Rules.

M/WBE

In addition to the requirements set forth in Section 4, Respondents must take all necessary affirmative steps to assure that certified minority businesses, women's business enterprises, and labor surplus area firms are utilized in their proposal when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Monroe County Department of Diversity, Equity, & Inclusion, Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Certification can be obtained through either New York State or Monroe County M/WBE certification processes. Instructions on how to obtain a Monroe County M/WBE certification may be found at: <https://www.monroecounty.gov/dei-mwbe>

Additional Funding Opportunities

By submitting a proposal to this RFP, Respondent agrees that Monroe County may share Respondent's proposal with other potential funders, including but not limited to not-for-profit organizations, New York State, and/or federal governmental agencies. Notwithstanding the foregoing, Monroe County shall not share proprietary or business information marked as "**CONFIDENTIAL**" unless: (1) Respondent agrees to the disclosure; or (2) such disclosure is pursuant to legal, judicial, or administrative proceeding or otherwise as required by law. The County may also request Respondents to apply directly to or jointly apply with the County for additional funding opportunities. **In the event additional funding is secured, the County reserves the right to extend the funding term beyond December 31, 2026, to coincide with other funding requirements.**

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 Proposal 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 February 14, 2025.

Kim Boedicker
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: 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 three (3) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for ARPA HOME: Affordable Rental Housing Development of Multi-Family Housing."** The Respondent should also include an electronic copy of its full proposal in PDF format on a 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 ensure 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 subcontractors. Specifically, address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - a. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.
 - b. Documentation of Minority and Women-Owned Business Enterprise (MWBE) and/or Disadvantaged Business Enterprise (DBE) and/or certified Service-Disabled Veteran-Owned (SDVOB) ownership status.
 - c. Both the State and Federal governments have programs for the certification of small businesses that are owned by Veterans or Service-Disabled Veterans. The Federal program certifies Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business (SDVOSB), and the New York state program certifies Service-Disabled Veteran-Owned Business (SDVOSB). The goal of this requirement is to acknowledge local businesses that have achieved these designations. Respondents should provide documentation of certification, if applicable.

3. Total gross revenues of the company covering the last three years. The County reserves the right to request additional financial information during the proposal review process.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. 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.
6. 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, telephone number, and email address of contact person;
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, telephone number, and email address of contact person;
3. Résumés for the key personnel to be involved in providing services to the County.

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

1. its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

- F. Cost Proposal.** Respondent must complete the Development Budget Template for the project, attached as Appendix E, that represents what the Respondent requires in order to develop a completed affordable rental housing project as proposed and how many residents it intends to serve. Please note that the County reserves the right to negotiate any and all proposed costs.
- G. Certifications Regarding Debarment and Procurement Policy.** Respondents and proposed subcontractors 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. Equal Pay Certification.** Respondents and proposed subcontractors must print, sign, and submit with the proposal Appendix C: Monroe County Equal Pay Certification.
- 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 5.12 of this RFP.
- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 5, 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.
- M. MWBE & SDVOB Utilization Plan.** Each Respondent shall prepare and submit a Utilization Plan (Appendix D) in connection with its proposal and the proposed Contract. The Utilization Plan shall identify Certified Businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such Certified Businesses, if known, which the Respondent intends to use in connection with the Respondent's performance of the proposed Contract. The Utilization Plan shall specifically contain a list, including the name, address, and telephone number, of each Certified Business with which the Respondent intends to subcontract.

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(s) with whom a contract may be signed. Complete proposals that comply with the ARPA/HOME Rules will be evaluated under five (5) equally-weighted categories. A copy of the ARPA/HOME Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.

- 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. Successful Respondents will also be required to provide additional information, including but not limited to providing evidence that they have an active registration with the System for Award Management ("SAM") pursuant to 2 CFR Part 25, as part of the contract approval process.

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 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 – MWBE & SDVOB REQUIREMENTS

4.1 MWBE Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least twelve percent (12%) of the total cost of services to Minority-Owned Business Enterprises that are Certified Businesses (“MBE”) and three percent (3%) of the total cost of services to Women-Owned Business Enterprises that are Certified Businesses (“WBE”) each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract. This Section and the successful Respondent’s Contract shall be subject to the requirements of Chapter 26 of the Monroe County Code (Gantt’s Law for Utilization of Minority and Women-Owned Businesses).

In the event a Respondent is a MBE, such Respondent shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Respondent is a WBE, such Respondent shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Respondent is both a MBE and WBE, the Respondent shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

4.2 Definitions

“Certified Business” – shall mean a business verified as a Minority or Women-Owned Business Enterprise pursuant to § 26-4 of the Monroe County Code and/or a business certified by New York State pursuant to Article 15-a of the New York State Executive Law.

“Minority Group Members” – shall mean a United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups:

1. Black persons having origins in any of the Black African racial groups;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American Descent of either Indian or Hispanic origin, regardless of race;
3. Native American or Alaskan native persons having origins in any of the original peoples of North America;
4. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

“Minority-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more minority group members;
2. an enterprise in which such minority ownership is real, substantial and continuing;

3. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

“Utilization Plan” - shall mean a plan prepared by each Respondent and submitted in connection with its proposal and the proposed Contract. The utilization plan shall identify certified businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such certified businesses, if known, which the Respondent intends to use in connection with the Respondent’s performance of the proposed Contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified Business with which the Respondent intends to subcontract.

“Women-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
2. an enterprise in which the ownership interest of such women is real, substantial and continuing;
3. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

4.3 Waivers

Any requests for waivers from these requirements shall be governed by § 26-12 of the Monroe County Code. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.1, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County’s interest to permit subcontracting under the proposed Contract.

4.4 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent’s proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent’s Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.5 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated § 26-12 of the Monroe County Code, including but not limited to a failure or refusal to comply with Minority and Women-Owned Business Enterprise participation requirements as set forth in the County Contract, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

4.6 SDVOB Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least six (6%) of the total cost of services to Certified SDVOB Firms each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract.

Respondents that are Certified SDVOB Firms will be allowed to include their own participation towards meeting the Certified SDVOB Firms participation goals established for this project.

4.7 Definitions

"Certified SDVOB Firms" – shall mean Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.

"Federal SDVOSB Certified Firms" – shall mean Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.

"SDVOB Utilization Plan" – shall mean a plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.

"State SDVOB Certified Firms" – shall mean Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

4.8 Waivers

If a Respondent is unable to show obtainment of program goals when submitting the utilization plan, the Respondent must submit a Request for SDVOB Utilization Waiver with the proposal. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If

the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the proposal may be disqualified as non-responsive. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.6, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County's interest to permit subcontracting under the proposed Contract.

4.9 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent's proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent's Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.10 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated an approved SDVOB Utilization Plan, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

SECTION 5 - GENERAL INFORMATION FOR THE RESPONDENT

5.1 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.

5.2 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.K. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

5.3 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.

5.4 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.

5.5 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.

5.6 Contract Payment

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

5.7 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.

5.8 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.

5.9 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.

5.10 Incurring Costs

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

5.11 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.

5.12 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.

5.13 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 Legislature of the County of Monroe by Resolution Number ____ of 20____, authorized the County Executive, or his 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:

A.

B.

C.

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 _____
Adam J. Bello, County Executive

CONTRACTOR

By _____
Name:
Title:

Contractor's Federal ID Number or Social
Security Number

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

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared ADAM J. BELLO, 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 he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

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 AND FAMILY LEAVE BENEFITS

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. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. 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 shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

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

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors 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 as, 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 therefor. 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 AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, 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, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. 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 further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) 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, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/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 subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, 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 the 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 REGULATORY 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. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. 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. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

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

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the 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 16. SEVERABILITY

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

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the 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 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, 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 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. 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.

-----END OF PAGE-----

APPENDIX B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

APPENDIX C

MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

9/4/2020

Appendix D

MWBE & SDVOB Utilization Plan

<u>Bidder/Contractor's Detailed MBE/WBE/SDVOB Utilization Plan</u>					
Bidder/Contractor Information				BID/RFP/RFQ Title	
Company Name					
POC Name					
Phone					
E-Mail					
<u>Projected MBE/WBE/SDVOB Spending Summary</u>					
Total Bid/Contract Value					
Minority Business Enterprise (MBE)		Women Business Enterprise (WBE)		Service Disabled Veteran Owned Business (SDVOB)	
MBE Goal Percentage	12%	WBE Goal Percentage	3%	SDVOB Goal Percentage	6%
MBE Goal Amount	\$	WBE Goal Amount	\$	SDVOB Goal Amount	\$
MBE Utilization Amount	\$	WBE Utilization Amount	\$	SDVOB Utilization Amount	\$
MBE Utilization Percentage	%	WBE Utilization Percentage	%	SDVOB Utilization Percentage	
MBE Utilization Shortfall	\$	WBE Utilization Shortfall	\$	SDVOB Utilization Shortfall	\$
<u>Contractor Utilization Plan Checklist</u>					
Utilization Plan:	Please be specific and provide detail of work being performed by MBE/WBE/SDVOB ☐				
Letters of Intent:	Signed form must be submitted for each MBE/WBE/SDVOB listed on the plan. ☐				
Waiver Request:	Must be submitted if there are any dollar amounts listed under "Utilization Shortfall" ☐				
DEI Use Only					
Plan Approved _____		Plan Disapproved _____		Waiver Granted _____ Waiver Denied _____	
By:				Date:	

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION

PLAN SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION II-WBE PARTICIPATION

WBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION III - SDVOB PARTICIPATION

SDVOB FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
			CONTRACT AMOUNT	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				

MBE/WBE/SDVOB LETTER OF INTENT

PROJECT: _____

TO: _____

(Name of Bidder)

_____ intends to perform work on the above project as a: (Check One):
(MBE/WBE/SDVOB Subcontractor)

_____ MBE

_____ WBE

_____ SDVOB

The above-identified (MBE/WBE/SDVOB) is prepared to perform the following described work in connection with the above project:

at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: _____

Completion Date: _____

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-MBE/WBE/SDVOB contractors or non-MBE/WBE/SDVOB suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

Date

Name of MBE/WBE/SDVOB Contractor

Authorized Signature



APPLICATION FOR WAIVER OF MBE/WBE/SDVOB PARTICIPATION GOAL

Section 1: Basic Information					
Contractor's Name:			E-Mail Address:		
Street Address:			Telephone:		
City, State, Zip Code			Bid/RFQ/RFP Title:		
MBE Goal %12		WBE Goal 3%		SDVOB Goal 6%	
Section 2: Type of MBE/WBE/SDVOB Waiver Requested					
MBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised MBE percentage:		
WBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised WBE percentage:		
SDVOB Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised SDVOB percentage:		
Please explain the reason for the waiver request (additional pages may be attached):					
Section 3: Supporting Documentation					
Provide the following documentation as evidence of your best efforts to meet the MBE/WBE/SDVOB goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and copies of the notice of application receipt.					
☐ Attachment A. List of the general circulation, trade and MBE/WBE/SDVOB-oriented publications and dates of publications soliciting for certified MBE/WBE/SDVOB participation as a subcontractor/supplier and copies of such solicitation. ☐ Attachment B. List of the certified MBE/WBE/SDVOB appearing in the NY State M/WBE and SDVOB directories, the Federal SDVOSB Directory and the Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MBE/WBE/SDVOB s. Describe specific reasons that responding certified MBE/WBE/SDVOBs were not selected for subcontracting. ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MBE/WBE/SDVOBs. ☐ Attachment D. Description of the negotiations between the contractor and certified MBE/WBE/SDVOB s for the purposes of complying with the MBE/WBE/SDVOB goals of this contract. ☐ Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified MBE/WBE/SDVOB. ☐ Attachment F. Waiver Pending ESD, OGS, or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified MBE/WBE/SDVOB, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD), Office of General Services (OGS) or an application statement form DEI/M/WBE-SDVOB: _____ ☐ Attachment G: List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. ☐ Attachment H. Other information deemed relevant to the request.					
Section 4: Signature and Contact Information					
By signing and submitting this form, the contractor certifies that best efforts were made to promote MBE/WBE/SDVOB participation pursuant to the MBE/WBE/SDVOB requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.					
Prepared By: (Signature)					Date:

FOR DEI USE ONLY

Reviewed By:

Date:

Decision

- ☐ Full MBE waiver granted
☐ Partial MBE waiver granted: revised MBE goal ____%
☐ MBE waiver denied
☐ Full WBE waiver Granted
☐ Partial WBE waiver granted: revised WBE goal ____%
☐ WBE waiver denied
☐ Full SDVOB waiver granted
☐ Partial SDVOB waiver granted: revised MBE goal ____%
☐ SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments:

FOR Monroe County DEI ONLY

Reviewed By:

Date:

Waiver Granted:

- ☐ Yes ☐ No
☐ MBE ☐ WBE ☐ SDVOB
☐ Total Waiver
☐ Partial Waiver
☐ ESD/OGS/Monroe County Certification Waiver
☐ *Conditional
☐ *Notice of Deficiency Issued

Comments

MONROE COUNTY MBE/WBE/SDVOB MONTHLY REPORT

PROJECT: _____ **Your Firm Name:** _____

CONTRACT: _____ **Contact Person:** _____

CURRENT MONTH: _____ **Phone Number:** _____

FIRM NAME	MBE/WBE/ SDVOB	ESTIMATED CONTRACT CURRENT AMOUNT	PAYMENTS PRIOR TO CURRENT MONTH	PAYMENTS CURRENT MONTH	ESTIMATED DOLLAR VALUE OF REMAINING WORK	CONTRACT STATUS C - Date Completed E - Est. Comp. Date	DESCRIPTION OF WORK DONE AND SUB- CONTRACTOR'S PERFORMANCE: INDICATE D-M-Y (SEE NOTE #1)

NOTES: 1. If no comments are provided, it is assumed performance is acceptable.
 2. Attach to this the monthly copies of canceled checks or other proof of payment to the MBE/WBE/SDVOB.

MBE/WBE/SDVOB AFFIDAVIT OF PAYMENT

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

_____, BEING DULY SWORN, deposes and says:

1. I am the _____ of _____ (CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.
2. That CONTRACTOR entered into a contract dated _____ with _____ (Subcontractor) for the performance of the following scope of services:

3. That Subcontractor is believed by CONTRACTOR to be a bona fide minority or women's business enterprise (MBE or WBE respectively) as defined by the Agreement between the CONTRACTOR and the OWNER for

(Contract Name or Title)
4. That the Subcontractor did actually perform the services described above.
5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor _____ (\$ _____) and that said sum represents all sums due and owing to date for the Subcontractor's performance except _____ (\$ _____) which remains unpaid because

6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.
7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the CONTRACTOR has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

CONTRACTOR: _____

By: _____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that he resides in _____; that he/she is the _____ of the _____, Corporation described herein and which executed the foregoing instrument; and that he/she knows the Seal of said Corporation; that the seal affixed to the instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____ and he/she duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

APPENDIX E

DEVELOPMENT BUDGET TEMPLATE

Include all funding sources, the dollar amount for each source, and all uses of funds. Attach documentation of funding sources such as commitment letters, mortgage, grant agreement, or tax credit including terms and conditions, and/or partnership agreements including cash contribution amount.

Funding Source	Amount	Commitment Date
Total		

	Requested Amount of HOME Funds	Other Funds	Total Cost
Land Cost – The costs of acquiring improved or unimproved real estate			
Surveys/ Title work– Costs for surveys, title fees, recording fees			
Design Fees (architectural, engineering) Cost for professional services to prepare plans and documents			
Assessments/ Infrastructure – Impact fees, utility connections			
Development Order			
Permit - Building permits, costs to process the project			
Site Preparation – on-site roads, sewer, water			
Other Environmental Review – Specify nature of other costs for professional services to prepare plans and documents			
Concrete/Masonry			
Plumbing			
HVAC			
Electrical			
Fire Alarm			
Roofing			
Doors and Windows			
Carpentry			
Flooring			
Interior Paint			
Exterior Paint or Other Finish			
Soffit, Fascia, Gutters			
Developer Fee			
Other (specify)			
TOTAL			

APPENDIX F

Reports

Reports will be submitted electronically in accordance with the schedule set forth in the grant agreement. Information that will be requested by the County and provided by the Successful Respondent will include, but may not be limited to:

1. Quarterly Reports
 - a. Demographics of individuals served
 - i. Unique Client Id
 - ii. Age
 - iii. Race
 - iv. Gender Identity
 - v. Disability Status
 - vi. Veteran Status
 - vii. Identify as LGBTQ+
 - viii. Household Yearly Income (include sources)
 - ix. # of Household members
 - x. Preferred Language
 - xi. Zip Code
 - b. Program Income earned and expended (if any)
 - c. Programmatic support – Outputs. **Note: outputs may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in training/ program (choose the program)
 - ii. Completed training/ program
 - iii. Directed to Community resources (check all that apply- Food, financial, housing, language, employment, legal, health, social services, technology, other)
 - d. Programmatic Support – Outcomes. **Note: outcomes may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in a Job (list type, employer, industries, FT, PT, Temp, salary, etc.)
 - ii. Obtained housing (list zip code, identify whether housing is permanent or temporary, length of stay if temporary, etc.)
 - iii. Secured Transportation (obtained bus passes, driver's license, vehicle access, leased/purchased vehicle, medical transport, other special needs transport)
 - iv. Secured food support (short term or long term support)
 - v. Educational Milestones (enrolled in or obtained educational milestone)
 - vi. Obtained Health Services (mental health, primary care, substance abuse treatment, obtained or expanded health insurance coverage, specialized medical care, etc.)
 - vii. Improved Household Finances (increased monthly income, decreased monthly expenses, source of the increase or decrease, etc.)
 - e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
 - f. Any other information requested by the County

2. Interim Reports

- a. Narrative report - no longer than 1 page
 - i. Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 - ii. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

3. Annual Reports

- a. Narrative report- no longer than 3 pages
 - i. Outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period.
 - ii. If your program has not met the budgetary or programmatic requirements outlined in your contract, please explain why and how you plan to address it in the future.
 - iii. Describe any new programs, partnerships, or relationships with providers, employers, educational institutions, government entities or nonprofit organizations that your program has built or improved upon during the reporting period.
 - iv. Did your program create any jobs? If so, describe.
 - v. Provide a story, personal account or other narrative that highlights the success of your program and could be highlighted by Monroe County in a public report.
 - vi. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

APPENDIX G
ARPA HOME Funding Opportunities Application Scoring Matrix

Total Points Possible – 100

5 pts/exemplary 4 pts/very good 3 pts/good 2 pts/fair 1pt/poor 0 pts/nonresponsive

<u>QUALIFYING QUESTIONS</u>	YES	NO
Is the agency authorized to do business in New York State?		
Does this proposal qualify for funding under ARPA HOME requirements?		
Does the project advance one of the 3 goals outlined by Monroe County's Recovery Agenda?		

<u>WHAT IS THE PROJECT'S COMMUNITY IMPACT?</u>	Max Points available	Points Awarded
How many total units will be created as new, affordable rental housing by this project?	5	
Does the proposal include adequate information on how the Respondent will meet Section 3/Targeted Section 3 goals? Does the proposal include a completed Section 3 Acknowledgement Form?	5	
Has the Respondent provided a sustainability plan to keep the proposed project financially viable?	5	
Does the proposal include utilization of certified minority-owned, women-owned, or veteran-owned businesses located in Monroe County?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT COLLABORATIVE?</u>	Max Points available	Points Awarded
Will the proposed project advance or work in conjunction with any other community projects or organizations?	5	
Has the Respondent worked with its proposed partners on a project or on any other initiative in the past five (5) years?	5	
Does the proposed project leverage other financial or in-kind external resources? Does the proposal include other conditional awards?	5	
Is the Respondent a recognized leader in the communities they serve?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT EQUITABLE?</u>	Max Points available	Points Awarded
Does the proposed project provide an adequate marketing plan to target and engage underserved populations in Monroe County?	5	
Does the proposed project aim to increase accessibility by reducing or eliminating barriers to housing? (e.g., access, cost, need for childcare, etc.)	5	
Does the proposed project have local municipal and/or host community support?	5	
Does the proposed project include completed Environmental Checklist? Does the proposed project have a completed Phase I Environmental Assessment?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT STRATEGIC?</u>	Max Points available	Points Awarded
Does the Respondent demonstrate the administrative and fiscal capacity to successfully complete the proposed project?	5	
What is the cost per unit? Is the cost feasible and reasonable?	5	
What is the cost per assisted unit? Is the cost feasible and reasonable?	5	
Does the project timeline demonstrate a commitment that funding will be expended per funding deadline?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
Does this project offer a transformative impact in one of the three (3) goals established by the Bring Monroe Back structure?	5	
Will the long-term effects of this project continue to positively impact Monroe County residents beyond 2026?	5	
Would this project be possible without ARPA HOME funding?	5	
Does this project offer additional measurable and non-measurable outcomes that would positively transform our community?	5	
<i>TOTAL POINTS</i>	20	

TOTAL POINTS SCORED _____

SAMPLE - PROPOSED PROJECT OPERATING EXPENSE PRO FORMA

85

APPENDIX I

2025 AFFORDABLE RENTAL HOUSING PROPOSAL CHECKLIST

Project proposals should include a complete proposal using the outline below as a guide.

Funding Request Summary

- Amount of County Funds Requested (effective 1/2025 – 2% annual interest at permanent financing)
- Indicate if Project will be a Community Housing Development Organization (CHDO) Project (Y/N)
- Indicate if this Project Received a County Funding Commitment in the Past
- Name(s) of Project Applicant(s) and Project Owner(s)
- List Development Team Members and Experience
- Project Applicant and Project Owner Federal Tax ID and DUNS numbers
- Leveraged/Match Funding

General Project Information

- General Project Description including Project Name, Location and Address
- Total Project Units (number of bedrooms per unit type)
- Number of Accessible Units and Number of Adaptable Units (*not percentage*)
- Number of HOME Assisted Units
- Number of Low HOME rents; Number of High HOME rents; Fixed or Floating
- Target Population(s) Served
- Target Area Median Income (AMI) Band(s)
- Section 3 and M/WBE Goals
- A Signed Section 3 Acknowledgement Form (*must be signed and returned*)
- Build America Buy America for requests at or above \$250,000
- Community Support and Opposition
- Proposed project timeline
- Market Study (*current*)
- Affirmative Marketing Plan

Development Budget

- Total Project Cost
- Site Acquisition Cost (if applicable)
- Soft Costs
- Construction Cost, Sources and Uses
- Davis Bacon Wage Rates (Y/N)
- Working Capital
- Project Reserves
- All Other Existing & Pending Funding Commitments

Affordability/Rent Plan

- Affordability period
- Number of Units with Rental Subsidy
- Gross Rent (include Contract Rent and Utility Allowance)
 - Additional resource: <https://tools.huduser.gov/husm/uam.html>
- Projected Cash Flow

Building & Site Information

- Status/Proof of Site Control
- Any Environmental Issues or Concerns
- Status of Zoning Compliance and Public Approvals to Date
- PILOT Agreement (if applicable)
- Site Plan/Design Documents (Returning projects should submit if design has changed since last year)
- See attached Environmental Review checklist and provide all applicable documentation

Appendix J

Monroe County Community Development Environmental Review Checklist

EVERY SINGLE PROJECT REQUIRES

- ☐ A detailed project description.
- ☐ Project location address, tax ID number and site location map, as applicable.
- ☐ If a project is in a special flood hazard area, proof of flood insurance is required.
- ☐ Provide a letter from SHPO if your project meets the requirements listed below.

MOST PROJECTS REQUIRE

- ☐ Site plan (**11x17, minimum**) showing the exact location of project activities on the subject parcel(s). Site plans for projects on parcels that contain federal or state wetlands must include a wetland delineation.
- ☐ A list of permits and approvals required by town/village, county or state agencies. **Copies of permits must be submitted to Community Development before construction can begin and funds are released.**
- ☐ Copies of resolutions approving rezoning and variances. These are required before funding can be released.
- ☐ If the project involves new construction, ground disturbance, rehabilitation, or a change in appearance to a building more than 50 years old, and/or is in or adjacent to an historic district or property, provide a copy of all communications with SHPO (request for review and SHPO response).

Compliance with the State Environmental Quality Review Act - Please refer to the SEQRA website at: <https://dec.ny.gov/regulatory/permits-licenses/seqr> (check one and please note these materials must be returned to Monroe County 30 days from the date of award)

- ☐ For Unlisted or Type I Projects to be undertaken by a municipality, please include Monroe County as an involved agency in a coordinated review pursuant to SEQRA.
- ☐ For Type II Projects to be undertaken by a municipality, please provide a memo or copy of a resolution documenting that the Project is a Type II action pursuant to SEQRA.
- ☐ For Unlisted or Type I Projects to be undertaken by a project sponsor, please provide either: (1) evidence that another agency complied/will comply with the provisions of SEQRA and has included Monroe County therein as an involved agency; or (2) a completed Part 1 Environmental Assessment Form.
- ☐ For Type II Projects to be undertaken by a project sponsor, no further documentation is required at this time.

HOUSING PROJECTS ALSO REQUIRE

- ☐ A Copy of the Phase 1 and 2 Environmental Site Assessments if conducted (appendices not required initially, but may be required at a later date). Provide other environmental assessments if applicable.
- ☐ If the project is within 1,000 feet of a major roadway or 3,000 feet of a railroad, a noise assessment will be conducted by the County and design modifications (e.g. higher grade windows or air conditioning) may be required.

Appendix K

Developer's Section 3 Acknowledgement Form

OVERVIEW – Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. In July 2021, HUD published the FINAL Rule Requirements for HOME. More information may be found at <https://www.hudexchange.info/resource/6416/notice-cpd2107-section-3-of-the-housing-and-urban-development-act-of-1968/>

Project

Name: _____

1. SECTION 3 ACKNOWLEDGEMENTS

You, as the Owner/Developer through the General Contractor, agree to develop procedures designed to implement Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u (2014) as implemented by 24 CFR § 75 (together “Section 3” implemented 11/2020) in order to ensure that economic opportunities, most importantly employment, generated by HUD funds utilized in this project shall be directed to low and very low-income persons.

Additional Section 3 requirements may be found at <https://www.hudexchange.info/programs/section-3/>.

In order to be eligible for funding you must make a commitment to the following:

1. To the greatest extent feasible, you must meet the Section 3 benchmark goals provided below:

- 25% of total labor hours worked on project (including by subcontractors and subrecipients) performed by “Section 3 workers”, including;
- 5% of total labor hours worked on project (including by subcontractors and subrecipients) performed by “Targeted Section 3 workers”.

2. You must add Section 3 requirements language in all contracts, subcontracts or subrecipient agreements.

3. You must ensure contracts for work awarded are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the project is located.

4. Where feasible, priority for contracting opportunities should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

5. Provide regular reports to Monroe County through the prime contractor or designee, your Section 3 performance metrics and all efforts made to reach Section 3 goals including a narrative of why benchmarks were not met.

6. Provide documentation to support your efforts to reach section 3 goals including, copies of all advertisements and flyers, listings of business assistance agencies, minority contractors, associations, community organizations, etc. who you contacted to inform of contracting opportunities.

Non-compliance with the Section 3 regulations may result in HUD and/or Monroe County implementing appropriate sanctions including withholding contract payments, terminating contracts or debarment/suspension of Awardee from future Section 3 eligible award contract(s) for a determined period of time.

2. SECTION 3 DEFINITIONS

Section 3 business concern means:

1. A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - I. It is at least 51 percent owned and controlled by low- or very low-income persons;
 - II. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - III. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
2. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
3. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 worker means:

1. Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - I. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - II. The worker is employed by a Section 3 business concern.
 - III. The worker is a YouthBuild participant.
2. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
3. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Targeted Section 3 worker:

1. Targeted Section 3 worker means Section 3 worker who is:
 - I. A worker employed by a Section 3 business concern; or
 - II. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project, as defined in §75.5; or;

b. A Youth Build participant.

I am authorized to sign on behalf of developer, and agree to actively pursue full implementation of this program.

Business Name: _____

Job Title: _____

Signature: _____

Print Name: _____

Date: _____

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

ARPA: Home Improvement Program Administration

Release Date: January 24, 2025

Response Deadline: February 21, 2025



Monroe County
Department of Planning and Development
50 West Main Street
Rochester, NY 14614
www.monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax or email 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
E-mail: kimboedicker@monroecounty.gov

RFP ARPA: Home Improvement Program Administration

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 ARPA: Home Improvement Program Administration. 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 of this RFP. 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.

Pending final approval from the Monroe County Legislature, the County’s objective is to enter into a one-year agreement with the option to renew through December 31, 2026. **PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026. NO ADDITIONAL OPTIONS TO RENEW PAST DECEMBER 31, 2026 SHALL BE AVAILABLE.**

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 <https://contracts.monroecounty.gov/bid/list/rfps> will receive addenda if issued.

1.3 County’s Rights and 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 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 January 24, 2025.
- 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 January 31, 2025.
- All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County website. These will be sent out to all Respondents who received the original RFP on or before February 7, 2025.
- **Final RFP submissions must be received by 3:00 PM ET on February 21, 2025** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 755,000 residents. The County is comprised of 19 towns, 10 villages, and the City of Rochester, the fourth largest city in New York State.

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

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1.3 billion. County government provides a variety of services, including: general government, public safety, health and human services, economic development, recreation, transportation and environmental services. The County operates a small-hub airport; a 566-bed skilled nursing facility; four sewer districts for sanitary and stormwater management including two treatment plants; a solid waste landfill, transfer/haul station, and recycling center; an AZA-accredited zoo, and three municipal golf courses. Under the governance of an elected 29-member County Legislature, the County is structured among four elected offices, eleven operating departments, and eight staff departments.

SECTION 2 – SCOPE OF WORK

2.1 Overview

Monroe County seeks proposals from non-profits for funding made available from the County's State and Local Fiscal Recovery Funds (SLFRF) to administer Home Improvement Program(s) (HIP) that will serve income-qualified, owner-occupied households of single-family residential dwellings, including town homes and condominiums, throughout Monroe County. The ideal Respondent will already have a history of successfully administering a HIP under HUD HOME regulations. The selected Respondent will administer an effective Home Improvement Program for income-qualified households throughout Monroe County, and leverage its connections within the community to connect with potential applicants who have been traditionally underserved by such programs. The Respondent may also use these funds to bridge funding gaps in existing housing program(s), excluding locally-administered HOME programs, provided the funds are used in accordance with HOME.

The selected Respondent will agree to using provided software platform for data collection and reporting.

The selected Respondent must use funds to complete the following general steps after the County has awarded a grant:

- Develop and administer a Home Improvement Program ("HIP") serving income-qualified, owner-occupied households and families throughout Monroe County, including creating relevant positions and/or designating personnel, technology and supplies necessary for the successful implementation of the program in accordance with existing HUD HOME regulations (described, in part in the "Detailed Scope of Work.")
- Manage funded home improvement projects ("projects") in accordance with HUD HOME rules and regulations and local zoning ordinances, which may differ from municipality to municipality.

The selected Respondent must comply with applicable SLFRF rules and regulations (available here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>). **PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026.**

2.2 General Proposal Requirements

Each Respondent must submit a Proposal containing complete information in the sections described below. See Section 3.5, "Organization of Proposal" for additional instructions. Incomplete proposals may be rejected as non-responsive.

1. Respondent Information. Provide information related to your organization and any organizations you are proposing to use as subcontractors. Specifically, address the following:
 - a. Respondent's specific experience in administering Home Improvement Programs for single-family residential properties under HUD or other Federal/State grant funded programs;
 - b. A narrative description of the Respondent's financial and production capacity, including any established applicant waitlist, to administer the proposed HIP and to maintain the production capacity to expend requested funds by December 31, 2026;

2. Respondent's proposal. Respondent must submit a detailed Program Narrative and Work Plan that describes its proposed services and how it will meet the tasks and deliverables described in Section 2.3 of this RFP.
3. Detailed Cost Proposal. Respondent must include a detailed Program budget that outlines what Respondent requires to carry out the proposed HIP, along with a projected cost/subsidy range for projected projects.

2.3 Detailed Scope of Work

Task 1:

The Respondent must describe their marketing strategy to ensure disproportionately-impacted populations and populations typically underserved by traditional housing programs are reached, and the communication modes and materials that will be used to solicit applicants for the Home Improvement Program.

Deliverable:

Information regarding HIP must be provided throughout Monroe County through in-person and online outreach.

Applications for funding must be made available online, by request in person or by phone. Culturally relevant services with meaningful language access must be provided.

Task 2:

Receive and process applications for the HIP, collect supporting documents, and income-qualify homeowners in accordance with HOME. The Respondent must describe their engagement process and process for determining income-eligible homeowners and their process documenting eligibility for repair funding.

1. Establish a single point of contact within the HIP to see homeowners through the entire process. Homeowners shall be approved on first-come, first-completed, first-served basis;
2. Verify that applicants' household income does not exceed 80% of the HUD Area Median Income (AMI);
3. Ensure each prospective project has gone through required steps such as underwriting and environmental review before proceeding with the project;
4. Maintain accurate records which differentiate and quantify funding sources other than this grant;
5. Property must be located within Monroe County, New York;
6. Property must not exceed HUD HOME value limits;
7. Property must be owned/occupied by the applicant as their primary residence, as verified by a recorded deed with the Monroe County Clerk's Office, at the time of application for at minimum a one (1) year period;
8. In the event that homes are located in a mixed-use structure, any costs associated with the nonresidential uses are ineligible costs; and
9. Property must be brought up to NYS Building code and program standards upon completion of the project.

Deliverable:

Homeowner will be financially approved or not approved for assistance through the HIP.

Task 3:

The Respondent must detail their process for determining eligible improvements. The need for repairs must meet the Respondent's rehab standards, as defined by HOME. The Respondent must conduct a preliminary inspection and create a written scope of work for each qualified project (property.) The scope of work must describe the necessary actions that will bring the property up to property standards in accordance with HOME, as well as local

code and cross-cutting federal guidelines relevant to the project. Repairs should prioritize completing health and safety items. Estimates for rehabilitation must be procured, reasonable and verified to ensure bidding was accurate and meets HOME requirements. Respondent must be knowledgeable of ineligible costs such as luxury type items. The Respondent must execute a written agreement with all parties involved in the project. Program funds will not cover relocation expenses.

Deliverable:

The final condition of a housing unit must be decent, safe and in good repair, per HOME and described in greater detail at 24 CFR 92.251(b). In addition to these requirements, the following conditions must be met for each project, with all applicable requirements at 24 CFR 92 documented:

1. Project has met all of the work specifications, which were written as described above;
2. Any life-threatening deficiencies have been resolved;
3. All major systems are in good repair including but not limited to: structural support; roofing; cladding and weatherproofing; plumbing; electrical; and heating, ventilation, and air conditioning;
4. Each of the major systems have a remaining useful life of a minimum of 5 years;
5. If a lead-based paint hazard, as defined by 40 CFR 745.65, is present on the project site, appropriate measures have been taken in accordance with the location and severity of the hazard, certified contractors perform work and lead-based paint has been addressed at least to the extent required by 24 CFR 35.930(c), including: paint testing, safe work practices and a clearance examination;
6. A site-specific checklist and environmental certification have been prepared and completed for each site;
7. Property's final condition is acceptable to the local zoning ordinances, which may differ by municipality;
8. Upon completion of rehab work, a Note or similar instrument must be recorded with the Monroe County Clerk's Office; and
9. Homeowner will be subject to and understand the applicable affordability period, typically 5-15 years, depending on the per-unit HOME investment.

Task 4:

The Respondent must meet the procurement requirements of HOME to obtain contractor(s) to complete the scope of rehab work. The Respondent must provide project management to ensure successful rehabilitation of the property. The Respondent must provide a final inspection of the property post-rehab to ensure compliance with HOME.

Deliverable:

Homeowner must be provided a successful rehabilitation of their property based on written scope of work and terms of agreement.

Documentation Requirements for Reimbursement:

Payment shall be provided to the contractor by Respondent after successful rehabilitation and final inspection. Reimbursement to the Respondent will be provided upon receipt and verification that program and HUD rules and regulations have been met, including but not limited to the following:

- Certification/worksheet of household Income Qualification;
- Property details to include assessed value, dwelling type, etc.;
- Preliminary and final inspection reports of dwelling;
- Pre- and post-rehab photos;
- Proof of Note and Mortgage or similar instrument recorded with Monroe County Clerk's Office; and
- Bid tabulation, change orders, certificate of completion and payment verification.

Respondent shall provide Monroe County or its designated agent access to all books, accounts, reports, files and other papers or property pertaining to funds provided through this RFP for the purpose of making surveys, audits, examinations, etc. Respondent shall retain records in accordance with HOME and 24 CFR 92.508.

2.4 Proposals

Each Respondent must submit a Proposal containing complete information in the sections described below:

Experience

Provide a written narrative describing the Respondent's organization:

- a. Its history and ownership;
- b. Its experience in administering a Home Improvement Program for single-family residential properties under HUD or other Federal/State grant funded programs;
- c. Understanding and experience with HOME regulations related to Lead hazards: If a lead-based paint hazard, as defined by 40 CFR 745.65, is present on the project site, appropriate measures must be taken in accordance with the location and severity of the hazard; and
- d. Understanding and experience with HOME regulations related to income qualifications, home value limits, NSPIRE inspection standards, rehab standards and environmental review requirements per 24 CFR 58.

Capacity

Provide a written narrative describing the following aspects of the Respondent organization's capacity to administer the proposed HIP:

- a. Indicate its normal rehabilitation time for a single-family home, from application, to final inspection, and vouchering for relevant expenses;
- b. Indicate its production capacity—how many projects Respondent can manage at one time at each stage of program implementation and administration of the proposed program;
- c. Indicate how its normal rehabilitation time may be affected with multiple projects underway simultaneously;
- d. Provide organization's financial statements, other funding sources/awards that may be used for the program, letters of credit and/or other evidence that demonstrate Respondent's financial strength and capacity to undertake rehabilitation of the number of projects proposed; and
- e. Provide proof of non-profit certification.

2.5 Proposal Review

1. Review

All accepted proposals will be thoroughly reviewed by the County and will be evaluated on factors including, but not limited to:

- a. Respondent's ability to expend the Funds no later than December 31, 2026;
- b. Respondents' knowledge, as detailed in the proposal, of HOME requirements, eligible service area, cross-cutting federal requirements, environmental reviews, lead based paint requirements, etc.;
- c. The proposed total number of units that Respondent will rehabilitate, including Year 1 and Year 2 projections;

- d. The proposal includes maximum per-project subsidy amounts, eligible costs, procurement procedures, recapture provisions, etc.;
- e. The funding that Respondent is requesting and the feasibility/reasonability of the proposed budget;
- f. The quality, pricing and value of the proposed program;
- g. The Respondent's requirements put forth on contractor's participation in the HIP, to include:
 - i. Insurance requirements
 - ii. Construction oversight to ensure quality workmanship
 - iii. Warranty provisions
- h. Respondent's commitment and accompanying marketing strategy to obtain applications from single-family homeowners;
- i. The experience and capacity of the Respondent, as demonstrated in the Proposal, in the administration of a HIP for single-family homes, including:
 - i. The financial and staff capacity of the Respondent;
 - ii. The Respondent's production and financial capacity to undertake multiple single-family home rehabilitations at one time;
 - iii. Commitment and past successes; and
 - iv. Professional certifications (as applicable).
- j. Respondents may be contacted by the County for additional information, may be invited to meet with County representatives, and may be asked to revise plans or other materials submitted, as part of the County's review & selection process; and
- k. Late or incomplete submissions, and submissions by fax will not be accepted.

2. Selection

The County intends to contract with the selected Respondent(s) for the administration of a Home Improvement Program(s) (HIP) that will serve income-qualified owner-occupied households throughout Monroe County with program success and funding urgency as key priorities.

- a. The County reserves the right to engage in discussions or negotiations with none, any, or all Respondents as part of the review and selection process, to select or reject any or all proposals, and if deemed necessary, to engage in subsequent builder proposal rounds with fewer than all submitted proposals considered; and
- b. All submissions become the property of the County.

3. Reporting

The County will require all selected Respondents to provide reports to the County in sufficient quantity and detail in order for the County to meet its interim reporting requirements, project and expenditure reporting requirements, and recovery plan performance reporting requirements under the ARPA Rules. Reports shall include, but shall not be limited to, information attached to this RFP as Appendix F.

4. General ARPA Requirements

Monroe County will act in strict accordance with ARPA, its rules, applicable regulations, and guidance (generally, the "ARPA Rules").

The County reserves the right to reject any proposal that it determines, in its sole discretion, does not comply with the ARPA Rules and/or proposes a use of SLFRF Funds that is grossly disproportionate to the harm caused by COVID-19. The County will determine whether a proposal complies with ARPA using one of two methods:

- a. The proposal conforms to the US Department of the Treasury's list of approved uses and population (note: a full list of pre-approved uses may be found at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>) or

- b. The proposal (1) identifies a COVID-19 public health or economic impact, and (2) proposes a response that addresses or responds to the impact.

5. Additional Performance Indicators and Evidence

The selected Respondent shall be required to report and will need to meet agreed upon outcome measures, performance indicators, programmatic data, evidence-based interventions, and program evaluations required by the County and the ARPA Rules. The selected Respondent will collect and report these agreed upon data as required by the agreement.

6. M/WBE

In addition to the requirements set forth in Section 4, Respondents must take all necessary affirmative steps to assure that certified minority businesses, women's business enterprises, and labor surplus area firms are utilized in their proposal when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Monroe County Department of Diversity, Equity, & Inclusion, Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Certification can be obtained through either New York State or Monroe County M/WBE certification processes. Instructions on how to obtain a Monroe County M/WBE certification may be found at: <https://www.monroecounty.gov/dei-mwbe>

7. Evaluation Factors

Complete proposals that comply with the ARPA Rules will be evaluated under five (5) categories. A copy of the ARPA Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.

8. Additional Funding Opportunities

By submitting a proposal to this RFP, Respondent agrees that Monroe County may share Respondent's proposal with other potential funders, including but not limited to not-for-profit organizations, New York State, and/or federal governmental agencies. Notwithstanding the foregoing, Monroe County shall not share proprietary or business information marked as "**CONFIDENTIAL**" unless: (1) Respondent agrees to the disclosure; or (2) such disclosure is pursuant to legal, judicial, or administrative proceeding or otherwise as required by law. The County may also request Respondents to apply directly to or jointly apply with the County for additional funding opportunities. **In the event additional funding is secured, the County reserves the right to extend the funding term beyond December 31, 2026, to coincide with other funding requirements.**

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 February 21, 2025.

Kim Boedicker
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: kimboedicker@monroecounty.gov

Refer to Section 3.5 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 ten (10) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for ARPA: Home Improvement Program Administration."** The Respondent should also include an electronic copy of its full proposal in PDF format on a 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 ensure 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 subcontractors. Specifically, address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - a. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.
 - b. Documentation of Minority and Women-Owned Business Enterprise (MWBE) and/or Disadvantaged Business Enterprise (DBE) and/or certified Service-Disabled Veteran-Owned (SDVOB) ownership status.
 - c. Both the State and Federal governments have programs for the certification of small businesses that are owned by Veterans or Service-Disabled Veterans. The Federal program certifies Veteran-Owned Small Business (VOSB) and Service-Disabled

Veteran-Owned Small Business (SDVOSB), and the New York state program certifies Service-Disabled Veteran-Owned Business (SDVOSB). The goal of this requirement is to acknowledge local businesses that have achieved these designations. Respondents should provide documentation of certification, if applicable.

3. Total gross revenues of the company covering the last three years. The County reserves the right to request additional financial information during the proposal review process.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. 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.
6. 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 program. 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, telephone number, and email address of contact person;
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, telephone number, and email address of contact person;
3. Résumés for the key personnel to be involved in providing services to the County.

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

1. its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
3. proposed quality control mechanisms that ensure a high level of quality and commitment to

excellence.

- F. Cost Proposal.** Respondent must provide a detailed budget request that represents what the Respondent requires in order to administer the program as proposed and how many residents it intends to serve in 2025 and 2026 through this program. An Excel version of Appendix E – Program Budget template, can be obtained by email request to the RFP Coordinator, Kim Boedicker: kimboedicker@monroecounty.gov. Please note that the County reserves the right to negotiate any and all proposed costs. See Section 2.5.
- G. Certifications Regarding Debarment and Procurement Policy.** Respondents and proposed subcontractors 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. Equal Pay Certification.** Respondents and proposed subcontractors must print, sign, and submit with the proposal Appendix C: Monroe County Equal Pay Certification.
- 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 5.12 of this RFP.
- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 5, 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.
- M. MWBE & SDVOB Utilization Plan.** Each Respondent shall prepare and submit a Utilization Plan (Appendix D) in connection with its proposal and the proposed Contract. The Utilization Plan shall identify Certified Businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such Certified Businesses, if known, which the Respondent intends to use in connection with the Respondent's performance of the proposed Contract. The Utilization Plan shall specifically contain a list, including the name, address, and telephone number, of each Certified Business with which the Respondent intends to subcontract.

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(s) with whom a contract

may be signed. Complete proposals that comply with the ARPA Rules will be evaluated under five (5) equally weighted categories. A copy of the ARPA Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.

- 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. Selected Respondents will also be required to provide additional information, including but not limited to providing evidence that they have an active registration with the System for Award Management (“SAM”) pursuant to 2 CFR Part 25, as part of the contract approval process.

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 – MWBE & SDVOB REQUIREMENTS

4.1 MWBE Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least twelve percent (12%) of the total cost of services to Minority-Owned Business Enterprises that are Certified Businesses (“MBE”) and three percent (3%) of the total cost of services to Women-Owned Business Enterprises that are Certified Businesses (“WBE”) each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract. This Section and the successful Respondent’s Contract shall be subject to the requirements of Chapter 26 of the Monroe County Code (Gantt’s Law for Utilization of Minority and Women-Owned Businesses).

In the event a Respondent is a MBE, such Respondent shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Respondent is a WBE, such Respondent shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Respondent is both a MBE and WBE, the Respondent shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

4.2 Definitions

“Certified Business” – shall mean a business verified as a Minority or Women-Owned Business Enterprise pursuant to § 26-4 of the Monroe County Code and/or a business certified by New York State pursuant to Article 15-a of the New York State Executive Law.

“Minority Group Members” – shall mean a United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups:

1. Black persons having origins in any of the Black African racial groups;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American Descent of either Indian or Hispanic origin, regardless of race;
3. Native American or Alaskan native persons having origins in any of the original peoples of North America;
4. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

“Minority-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more minority group members;
2. an enterprise in which such minority ownership is real, substantial and continuing;

3. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

“Utilization Plan” - shall mean a plan prepared by each Respondent and submitted in connection with its proposal and the proposed Contract. The utilization plan shall identify certified businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such certified businesses, if known, which the Respondent intends to use in connection with the Respondent’s performance of the proposed Contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified Business with which the Respondent intends to subcontract.

“Women-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
2. an enterprise in which the ownership interest of such women is real, substantial and continuing;
3. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

4.3 Waivers

Any requests for waivers from these requirements shall be governed by § 26-12 of the Monroe County Code. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.1, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County’s interest to permit subcontracting under the proposed Contract.

4.4 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent’s proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent’s Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.5 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated § 26-12 of the Monroe County Code, including but not limited to a failure or refusal to comply with Minority and Women-Owned Business Enterprise participation requirements as set forth in the County Contract, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

4.6 SDVOB Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least six (6%) of the total cost of services to Certified SDVOB Firms each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract.

Respondents that are Certified SDVOB Firms will be allowed to include their own participation towards meeting the Certified SDVOB Firms participation goals established for this project.

4.7 Definitions

"Certified SDVOB Firms" – shall mean Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.

"Federal SDVOSB Certified Firms" – shall mean Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.

"SDVOB Utilization Plan" – shall mean a plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.

"State SDVOB Certified Firms" – shall mean Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

4.8 Waivers

If a Respondent is unable to show obtainment of program goals when submitting the utilization plan, the Respondent must submit a Request for SDVOB Utilization Waiver with the proposal. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If

the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the proposal may be disqualified as non-responsive. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.6, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County's interest to permit subcontracting under the proposed Contract.

4.9 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent's proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent's Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.10 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated an approved SDVOB Utilization Plan, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

SECTION 5 - GENERAL INFORMATION FOR THE RESPONDENT

5.1 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.

5.2 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.K. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

5.3 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.

5.4 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.

5.5 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.

5.6 Contract Payment

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

5.7 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.

5.8 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.

5.9 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.

5.10 Incurring Costs

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

5.11 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.

5.12 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.

5.13 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 Legislature of the County of Monroe by Resolution Number ____ of 20____, authorized the County Executive, or his 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:

A.

B.

C.

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 _____
Adam J. Bello, County Executive

CONTRACTOR

By _____
Name:
Title:

Contractor's Federal ID Number or Social
Security Number

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

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared ADAM J. BELLO, 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 he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

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 AND FAMILY LEAVE BENEFITS

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. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. 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 shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

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

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors 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 as, 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 therefor. 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 AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, 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, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. 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 further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) 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, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/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 subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, 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 the 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 REGULATORY 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. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. 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. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

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

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the 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 16. SEVERABILITY

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

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the 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 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, 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 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. 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.

-----END OF PAGE-----

APPENDIX B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

APPENDIX C

MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

9/4/2020

Appendix D

MWBE & SDVOB Utilization Plan

<u>Bidder/Contractor's Detailed MBE/WBE/SDVOB Utilization Plan</u>						
Bidder/Contractor Information				BID/RFP/RFQ Title		
Company Name						
POC Name						
Phone						
E-Mail						
<u>Projected MBE/WBE/SDVOB Spending Summary</u>						
Total Bid/Contract Value						
Minority Business Enterprise (MBE)		Women Business Enterprise (WBE)		Service Disabled Veteran Owned Business (SDVOB)		
MBE Goal Percentage	12%	WBE Goal Percentage	3%	SDVOB Goal Percentage	6%	
MBE Goal Amount	\$	WBE Goal Amount	\$	SDVOB Goal Amount	\$	
MBE Utilization Amount	\$	WBE Utilization Amount	\$	SDVOB Utilization Amount	\$	
MBE Utilization Percentage	%	WBE Utilization Percentage	%	SDVOB Utilization Percentage		
MBE Utilization Shortfall	\$	WBE Utilization Shortfall	\$	SDVOB Utilization Shortfall	\$	
<u>Contractor Utilization Plan Checklist</u>						
Utilization Plan:	Please be specific and provide detail of work being performed by MBE/WBE/SDVOB			☐		
Letters of Intent:	Signed form must be submitted for each MBE/WBE/SDVOB listed on the plan.			☐		
Waiver Request:	Must be submitted if there are any dollar amounts listed under "Utilization Shortfall"			☐		
DEI Use Only						
Plan Approved _____	Plan Disapproved _____		Waiver Granted _____		Waiver Denied _____	
By:			Date:			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION

PLAN SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION II-WBE PARTICIPATION

WBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION III - SDVOB PARTICIPATION

SDVOB FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS		DATE OF CONTRACT		
		SCHEDULE START DATE		
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME		CONTRACT AMOUNT		
ADDRESS		DATE OF CONTRACT		
		SCHEDULE START DATE		
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME		CONTRACT AMOUNT		
ADDRESS		DATE OF CONTRACT		
		SCHEDULE START DATE		
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				

MBE/WBE/SDVOB LETTER OF INTENT

PROJECT: _____

TO: _____

(Name of Bidder)

_____ intends to perform work on the above project as a: (Check One):
(MBE/WBE/SDVOB Subcontractor)

_____ MBE

_____ WBE

_____ SDVOB

The above-identified (MBE/WBE/SDVOB) is prepared to perform the following described work in connection with the above project:

at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: _____

Completion Date: _____

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-MBE/WBE/SDVOB contractors or non-MBE/WBE/SDVOB suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

Date

Name of MBE/WBE/SDVOB Contractor

Authorized Signature



APPLICATION FOR WAIVER OF MBE/WBE/SDVOB PARTICIPATION GOAL

Section 1: Basic Information					
Contractor's Name:			E-Mail Address:		
Street Address:			Telephone:		
City, State, Zip Code			Bid/RFQ/RFP Title:		
MBE Goal %12		WBE Goal 3%		SDVOB Goal 6%	
Section 2: Type of MBE/WBE/SDVOB Waiver Requested					
MBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised MBE percentage:		
WBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised WBE percentage:		
SDVOB Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised SDVOB percentage:		
Please explain the reason for the waiver request (additional pages may be attached):					
Section 3: Supporting Documentation					
Provide the following documentation as evidence of your best efforts to meet the MBE/WBE/SDVOB goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and copies of the notice of application receipt.					
☐ Attachment A. List of the general circulation, trade and MBE/WBE/SDVOB-oriented publications and dates of publications soliciting for certified MBE/WBE/SDVOB participation as a subcontractor/supplier and copies of such solicitation. ☐ Attachment B. List of the certified MBE/WBE/SDVOB appearing in the NY State M/WBE and SDVOB directories, the Federal SDVOSB Directory and the Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MBE/WBE/SDVOB s. Describe specific reasons that responding certified MBE/WBE/SDVOBs were not selected for subcontracting. ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MBE/WBE/SDVOBs. ☐ Attachment D. Description of the negotiations between the contractor and certified MBE/WBE/SDVOB s for the purposes of complying with the MBE/WBE/SDVOB goals of this contract. ☐ Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified MBE/WBE/SDVOB. ☐ Attachment F. Waiver Pending ESD, OGS, or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified MBE/WBE/SDVOB, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD), Office of General Services (OGS) or an application statement form DEI/M/WBE-SDVOB: _____ ☐ Attachment G: List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. ☐ Attachment H. Other information deemed relevant to the request.					
Section 4: Signature and Contact Information					
By signing and submitting this form, the contractor certifies that best efforts were made to promote MBE/WBE/SDVOB participation pursuant to the MBE/WBE/SDVOB requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.					
Prepared By: (Signature)					Date:

FOR DEI USE ONLY

Reviewed By:

Date:

Decision

- ☐ Full MBE waiver granted
☐ Partial MBE waiver granted: revised MBE goal ____%
☐ MBE waiver denied
☐ Full WBE waiver Granted
☐ Partial WBE waiver granted: revised WBE goal ____%
☐ WBE waiver denied
☐ Full SDVOB waiver granted
☐ Partial SDVOB waiver granted: revised MBE goal ____%
☐ SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments:

FOR Monroe County DEI ONLY

Reviewed By:

Date:

Waiver Granted:

- ☐ Yes ☐ No
☐ MBE ☐ WBE ☐ SDVOB
☐ Total Waiver
☐ Partial Waiver
☐ ESD/OGS/Monroe County Certification Waiver
☐ *Conditional
☐ *Notice of Deficiency Issued

Comments

MBE/WBE/SDVOB AFFIDAVIT OF PAYMENT

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

_____, BEING DULY SWORN, deposes and says:

1. I am the _____ of _____
(CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.
2. That CONTRACTOR entered into a contract dated _____ with _____
(Subcontractor) for the performance of the following scope of services:

3. That Subcontractor is believed by CONTRACTOR to be a bona fide minority or women's business enterprise (MBE or WBE respectively) as defined by the Agreement between the CONTRACTOR and the OWNER for

(Contract Name or Title)
4. That the Subcontractor did actually perform the services described above.
5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor _____ (\$ _____) and that said sum represents all sums due and owing to date for the Subcontractor's performance except _____ (\$ _____) which remains unpaid because

6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.
7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the CONTRACTOR has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

CONTRACTOR: _____

By: _____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that he resides in _____; that he/she is the _____ of the _____, Corporation described herein and which executed the foregoing instrument; and that he/she knows the Seal of said Corporation; that the seal affixed to the instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____ and he/she duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

Appendix E - Program Budget

ARPA - HOME IMPROVEMENT PROGRAM BUDGET						BUDGET GUIDE
Respondent Name						<i>All colored and shaded cells are locked</i>
PERSONNEL						<i>Please use whole dollar amounts on the budget</i>
Job Position/Title	Rate per hour	Program Specific Hours per week	\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	PERSONNEL - If you are requesting funding for salary, it should be broken down as shown. We need to know the employees hourly rate, hours worked per week, annual salary and what % of that salary is being requested (this is also the % of time that employee should be devoting to the CDBG funded program).
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
Total Personnel (Incl. Fringe)			\$	\$	\$	The salary totals will auto populate and should reflect the cumulative totals of all employees salaries (blue) and all salary funds being requested (green)
DIRECT SUBSIDY COSTS						
			\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	The fringe line should capture the type of benefits, the total cost and the % being requested. This amounts will be automatically added to the salary totals to populate the "Total Personnel"
Requested Rehabilitation & Construction Hard Costs			\$	\$	\$	
OPERATING COSTS						
Type	Itemized List of Reimbursable Expenses		\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	OPERATING COSTS - In this section you need to categorize any expenses that are eligible for reimbursement, we want to see as detailed a list as possible to help determine what is eligible at what isn't, if you run out of space then the NOTES tab can be utilized.
Supplies			\$	\$	\$	
Equipment			\$	\$	\$	
Rent/Lease			\$	\$	\$	
Insurance			\$	\$	\$	
Printing			\$	\$	\$	
Phone			\$	\$	\$	
Travel			\$	\$	\$	Along with the list we need to see the overall cost of each item and how much of that cost you are requesting from Monroe County.
Other			\$	\$	\$	
Total Operating Costs			\$	\$	\$	You should also include all other costs involved in the operation - even if not being requested - to reflect the true overall cost of running the program (please see the example).
OTHER ASSOCIATED COSTS						
Provide Details/Reasoning			\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	CONTRACT SERVICES - In this section show the cost of the services provided by your program, the more detailed you can be the less follow up will be required. The breakdown should include what the service is, reasoning for the cost, the total of that cost and the amount of funding you are requesting for each. <i>As before, you should also include the cost of non requested services to give a true representation of the overall program cost.</i>
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
Other Associated Costs Total			\$	\$	\$	The total cost of services (blue) and total of the services request (green) will auto populate here.
TOTAL FUNDING REQUEST			\$	\$	\$	The total program cost (blue) is a cumulation of the totals from personnel, operating costs and contract services and should include all non-requested costs as mentioned previously. The CDBG Request (green) is also the cumulative totals of the amounts requested in the aforementioned sections and should match exactly to the amount of funds requested in your application.
ALL OTHER FUNDING SOURCES						
<i>Please list ALL other funding sources that will be used towards this program</i>						
Type		Amount	Source			
Federal Funds		\$				
State Funds		\$				
Local/Municipal Funds		\$				
Private Funds		\$				
Other (please Specify)		\$				
Other (please Specify)		\$				
Other (please Specify)		\$				
TOTAL		\$				
						OTHER FUNDING SOURCES - Please show all other sources of funding related to this particular program, the amounts when added to the CDBG request should cover the total cost of the project as shown in the example.

APPENDIX F

Reports

Reports will be submitted electronically in accordance with the schedule set forth in the grant agreement. Information that will be requested by the County and provided by the Successful Respondent will include, but may not be limited to:

1. Quarterly Reports
 - a. Demographics of individuals served
 - i. Unique Client Id
 - ii. Age
 - iii. Race
 - iv. Gender Identity
 - v. Disability Status
 - vi. Veteran Status
 - vii. Identify as LGBTQ+
 - viii. Household Yearly Income (include sources)
 - ix. # of Household members
 - x. Preferred Language
 - xi. Zip Code
 - b. Program Income earned and expended (if any)
 - c. Programmatic support – Outputs. **Note: outputs may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in training/ program (choose the program)
 - ii. Completed training/ program
 - iii. Directed to Community resources (check all that apply- Food, financial, housing, language, employment, legal, health, social services, technology, other)
 - d. Programmatic Support – Outcomes. **Note: outcomes may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in a Job (list type, employer, industries, FT, PT, Temp, salary, etc.)
 - ii. Obtained housing (list zip code, identify whether housing is permanent or temporary, length of stay if temporary, etc.)
 - iii. Secured Transportation (obtained bus passes, driver's license, vehicle access, leased/purchased vehicle, medical transport, other special needs transport)
 - iv. Secured food support (short term or long term support)
 - v. Educational Milestones (enrolled in or obtained educational milestone)
 - vi. Obtained Health Services (mental health, primary care, substance abuse treatment, obtained or expanded health insurance coverage, specialized medical care, etc.)
 - vii. Improved Household Finances (increased monthly income, decreased monthly expenses, source of the increase or decrease, etc.)
 - e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
 - f. Any other information requested by the County

2. Interim Reports

- a. Narrative report - no longer than 1 page
 - i. Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 - ii. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

3. Annual Reports

- a. Narrative report- no longer than 3 pages
 - i. Outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period.
 - ii. If your program has not met the budgetary or programmatic requirements outlined in your contract, please explain why and how you plan to address it in the future.
 - iii. Describe any new programs, partnerships, or relationships with providers, employers, educational institutions, government entities or nonprofit organizations that your program has built or improved upon during the reporting period.
 - iv. Did your program create any jobs? If so, describe.
 - v. Provide a story, personal account or other narrative that highlights the success of your program and could be highlighted by Monroe County in a public report.
 - vi. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

APPENDIX G
ARPA Funding Opportunities Application Scoring Matrix

Total Points Possible – 100

5 pts/exemplary 4 pts/very good 3 pts/good 2 pts/fair 1pt/poor 0 pts/nonresponsive

<u>QUALIFYING QUESTIONS</u>	YES	NO
Is the agency authorized to do business in New York State?		
Does this proposal qualify for funding under ARPA requirements?		
Does the program advance one of the 3 goals outlined by Monroe County's Recovery Agenda?		

<u>WHAT IS THE PROGRAM'S COMMUNITY IMPACT?</u>	Max Points Available	Points Awarded
How many homeowner rehabs are being proposed for Year One (1)?	5	
How many homeowner rehabs are being proposed for Year Two (2)?	5	
Does the proposal demonstrate a commitment to sustainability, "Green" building design and materials and energy efficient components?	5	
Does the proposal include utilizing certified minority-owned, women-owned, or veteran-owned businesses located in Monroe County?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM COLLABORATIVE?</u>	Max Points Available	Points Awarded
Does the proposal advance or work in conjunction with any other community projects or organizations?	5	
Has the Respondent successfully worked with its proposed partners on a project or on any other initiative in the past five (5) years?	5	
Does the proposal demonstrate leverage and match of other committed financial and in-kind external resources?	5	
Is the Respondent a recognized leader in Home Improvement Program administration? Are there letters of support from and/or collaboration with other organizations in the community?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM EQUITABLE?</u>	Max Points Available	Points Awarded
Does the proposal provide an adequate marketing plan to target and engage underserved populations in Monroe County?	5	
Does the Respondent demonstrate a successful history of homeowner engagement?	5	
Does the proposed program adequately identify methods aimed to increase quality housing by reducing or eliminating unsafe and unsanitary issues in housing?	5	
Does the proposal narrative show an understanding of community impacts and respective need with regard to housing quality?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM STRATEGIC?</u>	Max Points Available	Points Awarded
Does the Respondent demonstrate the administrative and fiscal capacity to implement the proposed program?	5	
Does the Respondent demonstrate a commitment that funding will be expended per funding deadline?	5	
Does the Respondent demonstrate the capacity, history and experience in Home Improvement Program administration of owner-occupied residential homes?	5	
Does the budget narrative demonstrate that costs are feasible, reasonable, and thoughtful?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
Does this project offer a transformative impact in one of the three (3) goals established by the Bring Monroe Back structure?	5	
The long-term effects of this project will continue to positively impact Monroe County residents beyond 2026.	5	
Would this project be possible without ARPA funding?	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	20	

TOTAL POINTS SCORED _____

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

ARPA HOME: Acquisition, Rehab/New Construction, and Resale of Single-Family Homes

Release Date: January 17, 2025

Response Deadline: February 14, 2025



Monroe County
Department of Planning and Development
50 West Main Street
Rochester, NY 14614
www.monroecounty.gov

NO RESPONSE FORM

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

Lisa Rankin
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104
E-mail: lisarankin@monroecounty.gov

RFP

**ARPA HOME: Acquisition, Rehab/New Construction, and
Resale of Single-Family Homes**

Company:

Address:

Contact:

Contact Phone:

Email:

Reason for No-Response:

Project capacity.

Cannot bid competitively.

Cannot meet delivery requirements.

Cannot meet specifications.

Do not want to do business with Monroe County.

*Other:

Suggested changes to RFP

Specifications for next

Request for Proposals.

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

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County ("the County") is soliciting proposals for the administration of an Acquisition, Rehab/New Construction, and Resale of Single-Family Homes Program. Respondent 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, Respondent must follow the prescribed format as outlined in Section 3 of this RFP. 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.

Pending final approval from the Monroe County Legislature, the County's objective is to enter into a one-year agreement with the option to renew through December 31, 2026. **PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026. NO ADDITIONAL OPTIONS TO RENEW PAST DECEMBER 31, 2026 SHALL BE AVAILABLE.**

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.

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

Only those Respondents who have registered and received a copy of this RFP via the County website at <https://contracts.monroecounty.gov/bid/list/rfps> will receive addenda if issued.

1.3 County's Rights and 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 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, **including but not limited to the Monroe County Land Bank Corporation.**

1.4 Time Line

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

- This RFP will be distributed on January 17, 2025.
- 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 January 24, 2025.
- All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County website. These will be sent out to all Respondents who received the original RFP on or before January 31, 2025.
- **Final RFP submissions must be received by 3:00 PM ET on February 14, 2025** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 755,000 residents. The County is comprised of 19 towns, 10 villages, and the City of Rochester, the fourth largest city in New York State.

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

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1.3 billion. County government provides a variety of services, including: general government, public safety, health and human services, economic development, recreation, transportation and environmental services. The County operates a small-hub airport; a 566-bed skilled nursing facility; four sewer districts for sanitary and stormwater management including two treatment plants; a solid waste landfill, transfer/haul station, and recycling center; an AZA-accredited zoo, and three municipal golf courses. Under the governance of an elected 29-member County Legislature, the County is structured among four elected offices, eleven operating departments, and eight staff departments.

SECTION 2 – SCOPE OF WORK

2.1 PROGRAM OVERVIEW & BACKGROUND

1. Introduction

Monroe County seeks proposals from non-profits for funding made available from the County's State and Local Fiscal Recovery Funds ("SLFRF") to increase the supply of single-family homes for owner-occupied homeownership. Proposals will be accepted for: Acquisition, Rehabilitation/New Construction and Resale of Affordable, Single-family Homes ("ARR") that will serve income-qualified, first-time homebuyers throughout Monroe County who will commit to being an owner-occupant for no less than 15 years.

The ideal Respondent will already have a history of success acquiring, rehabilitating or new construction, and reselling affordable housing in Monroe County, preferably under HUD HOME regulations. The Respondent(s) will leverage its connections within the community to identify properties ideal for acquisition, rehabilitation or new construction, and resale and market rehabilitated homes for sale to income-qualified, first-time homebuyers.

Financial assistance will be available for all construction projects to offset the costs of development to result in a property to be sold at or below the maximum assessed value, and must be affordable to households at or below 80% Median Family Income ("MFI").

Selected Respondent(s) will agree to using provided software platform for data collection and reporting.

The selected Respondent(s) will complete the following general steps after the County has awarded a grant:

- Act as Developer, Sponsor, or Owner for ARR project(s).
- Administer the program in accordance with existing HUD HOME rules and regulations.

2. Program Requirements

The selected Respondent(s) will use funds to administer an ARR Program in accordance with HUD HOME and SLFRF rules and regulations, meeting the following requirements:

- a. Respondent must affirmatively market their Program, in accordance with HOME Program Affirmative Marketing Requirements and Procedures to ensure that:
 - i. Meaningful and adequate information about the Program reaches populations typically underserved by traditional housing programs, with a focus on populations disproportionately impacted by the lack of affordable housing opportunities.
 - ii. Marketing procedures must utilize several modes of communication, such as printed, electronic (radio, television), online (e.g., social media) or in-person outreach. Selected methods must reflect Respondent's understanding of their targeted community and that community's access and preferences. Respondent must provide meaningful and culturally relevant language access to targeted populations.
 - iii. Respondent must provide information to any groups or individuals known or believed to be interested in the availability of the affordable units, in accordance with the HOME program, the Fair Housing Act, Title VI of the Civil Rights Act of 1964.
 - iv. Respondent must maintain and provide, upon request, records of its written marketing plan and the specific actions taken to execute the plan.
- b. Respondent must identify and acquire single family homes that can be rehabilitated or acquire vacant lots to be newly constructed into affordable housing which is safe, sanitary, and in good repair, per HOME.
 - i. Project sites must be located within Monroe County and meet assessed value limitations (after rehabilitation/completion.)

- ii. Respondent must acquire housing in compliance with the Uniform Relocation Assistance and Real Property Act of 1970 (URA), as described in 49 CFR 24 subpart B and provide detailed, accurate documentation of compliance. (Relocation costs are not eligible under this Program.)
- c. Respondent must conduct a home inspection of the property, complete an Environmental Review, and Lead-based paint inspection prior to transfer of title to homeowner(s) to ensure compliance with HOME. Property must be able to meet compliance standards without exceeding subsidy maximums.
- d. For each housing unit acquired, Respondent must create and execute a detailed scope of work, taking actions necessary to bring the property up to HUD standards and local housing code. At minimum, included in these requirements are the following standards, described in greater detail at 24 CFR 92.251(a):
 - i. All major systems are in good condition, to include but not limited to: structural support; roofing; cladding and weatherproofing; plumbing; electrical; and heating, ventilation, and air conditioning;
 - ii. Any repairs identified in the inspection have been corrected prior to transfer of title to homeowner(s);
 - iii. Lead-based paint has been addressed; and
 - iv. Property is acceptable to the local zoning ordinances, codes, regulations, etc.
- e. Rehabilitation/new construction project must be completed to all HUD and local rules and regulations, and ready to market within 12 months of acquisition, and transfer of title occurs before the funding deadline. Records must substantiate that the housing meets standards, and must justify all expenditures funded through this grant. Luxury items and high-end fixtures are not eligible expenses.
- f. Upon completion of rehabilitation/new construction, Respondent must market and sell the home in compliance with HUD HOME and Fair Housing Act (FHA) standards. Each completed house shall be sold to an individual/household that must be an owner-occupant for a period of no less than 15 years. A Declaration of Restrictive Covenant must be filed in the Monroe County Clerk's Office specifying this requirement. If the home is sold within the 15-year period, terms of the resale recapture provisions in the Declaration of Restrictive Covenants must be met. Respondent(s) must be responsible for, marketing and selling the home to eligible homebuyers who commit to be an owner-occupant, for no less than 15 years. After the initial 15 years, there must be no income restrictions for owner-occupants.

Respondent must comply with applicable SLFRF rules and regulations (available here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>).

PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026.

2.2 PROJECT PROPOSALS

Each Respondent must submit a Proposal containing complete information in the sections described below.

1. Experience:

Provide a written narrative describing your organization:

- a. Its history and ownership;

- b. Its single-family residential construction and/or development experience, and any such experience with development of grant-funded single family affordable housing for homeownership; and
- c. Understanding and experience with HOME regulations related to ARR, income qualifications and home value limits.

2. Capacity:

- a. Indicate your normal development time for a single-family homes, from acquisition to Certificate of Occupancy;
- b. Indicate your production capacity—how many single family homes you can have under ownership at one time;
- c. Indicate how your normal rehabilitation/new construction time may be affected with multiple projects underway simultaneously;
- d. Provide financial statements, letters of credit and/or other evidence that demonstrates your organization's financial strength and capacity to undertaking rehabilitation/new construction of the number of single-family homes proposed; and
- e. Provide proof of non-profit certification.
- f. Describe existing partnerships with other non-profits, realtors, etc. providing essential services for the completion of the project and transfer of title to homeowner(s).

3. Site Plans and Scope of Work:

Selected Respondents must be in compliance with local and NYS building codes, local zoning and must meet HOME standards, as described in part below.

Rehabilitation projects:

- a. Accessibility: The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- b. Disaster mitigation: Where relevant, the housing must be constructed to mitigate the impact of potential disasters for at least the 15-year affordability period;
- c. Upon completion, the project must be decent, safe, sanitary, and in good repair, meeting applicable standards in 24 CFR 5.703;
- d. Major systems including but not limited to: structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; and heating, ventilation, and air conditioning. These systems must be in good repair and built with methods and materials that must extend the functional life of the system to a minimum of 5 years;
- e. Lead hazards: If a lead-based paint hazard, as defined by 40 CFR 745.65, is present on the project site, appropriate measures must be taken in accordance with the location and severity of the hazard; and
- f. "Green" or sustainable building features of the proposed rehabilitation standards should exceed NYS minimum requirements for energy and efficiency.

New Construction projects:

- a. Accessibility: The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- b. Disaster mitigation: Where relevant, the housing must be improved to mitigate the impact of potential disasters for at least the 15-year affordability period;
- c. Upon completion, the project must be decent, safe, sanitary, and in good repair, meeting applicable standards in 24 CFR 5.703; and

- d. “Green” or sustainable building features of the proposed rehabilitation standards should exceed NYS minimum requirements for energy and efficiency.

4. Budget:

Provide a completed Program Budget Proposal, found in Appendix E. Eligible costs are those costs specifically required to administer the Program in accordance with HOME, or allocated portions of shared expenses that will be used to administer the Program. Program administration expenses should not exceed ten percent of the total proposed budget.

5. Environmental Review and Assessment:

The selected Respondent will supply documentation and findings of an Environmental Review of the project in compliance with 24 CFR 58, and any other environmental assessment done in accordance with applicable law. (e.g., Phase I ESA)

6. Marketing and Sales:

The Respondent must describe their marketing strategy to ensure that Program will fulfill the **Program Requirements Goal (Section 2.1 – 2.a.)** described above.

7. Compliance:

- a. Explain how Respondent will meet federal Section 3 requirements by seeking to provide job training, employment and contracting opportunities for low- or very low-income residents in connection with this project. More information about Section 3 can be found at <https://www.hud.gov/section3>.
- b. Explain what actions, if any, Respondent will take to meet Monroe County’s MWBE and Workforce goals.

8. Other Federal Requirements:

Approved projects are subject to regulations of federal funds including, but not limited to, public and competitive bidding, prevailing wage, affirmative action, civil rights, environmental review, property standards, lead based paint regulations, relocation, and accessibility requirements. Projects must meet State/Local government codes for any building converted, rehabilitated, or renovated with HOME funds. The applicant is required to comply with all contract and applicable State, County, and HUD HOME requirements including applicable environmental reviews and Davis Bacon Act requirements. The applicant must comply with requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The applicant shall maintain documentation that demonstrates compliance with hour/wage requirements of this part. Questions regarding the HOME program and HOME requirements may be researched at the following sites:

- a. Federal Regulations - 24 CFR 92 (HOME) and 2 CFR 200 (Uniform Administrative Requirements): <http://www.ecfr.gov/cgi-bin/ECFR?page=browse/>
- b. HUD HOME Website: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/programs/home/
- c. HUD HOME Program Topics: <https://www.hudexchange.info/programs/home/topics/>
- d. HOME Maximum Per-Unit Subsidy Limits: <https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>
- e. Rent Limits: <https://www.hudexchange.info/manage-a-program/home-rent-limits/>

- f. Income Limits: <https://www.hudexchange.info/manage-a-program/home-income-limits/>

2.3 PROPOSAL REVIEW

1. Review:

All accepted proposals will be thoroughly reviewed by the County and will be considered on factors including, but not limited to:

- a. Respondent's ability to expend the Funds no later than December 31, 2026;
- b. The proposed number of units that Respondent will rehabilitate;
- c. The funding that Respondent is requesting and the feasibility/reasonability of the proposed budget;
- d. The quality, pricing and value of proposed project units;
- e. The Respondent's commitment and accompanying marketing strategy to sell the completed single-family homes to an owner-occupant;
- f. The experience and capacity of the Respondent, as demonstrated in the Proposal, in the development of affordable single-family homes, including:
 - i. The financial and construction capacity of the Respondent;
 - ii. The Respondent's production and financial capacity to undertake construction of multiple single-family homes at one time;
 - iii. Commitment and past successes; and
 - iv. Professional certifications (as applicable).
- g. Respondents may be contacted by the County for additional information, may be invited to meet with County representatives, and may be asked to revise plans or other materials submitted, as part of the County's review & selection process; and
- h. Late or incomplete submissions, and submissions by fax and/or email will not be accepted.

2. Selection:

The County intends to contract with the selected Respondent(s) for (an) Acquisition, Rehabilitation/New Construction and Resale program(s), launched with program success and funding urgency as key priorities.

- a. The County reserves the right to engage in discussions or negotiations with none, any, or all Respondents as part of the review and selection process, to select or reject any or all proposals, and if deemed necessary, to engage in subsequent builder proposal rounds with fewer than all submitted proposals considered.
- b. All submissions become the property of the County.

Respondent shall provide Monroe County or its designated agent access to all books, accounts, reports, files and other papers or property pertaining to funds provided through this RFP for the purpose of making surveys, audits, examinations, etc. Respondent shall retain records in accordance with HOME and 24 CFR 92.508.

Project Proposals:

The County reserves the right to award multiple contract(s) pursuant to this RFP and/or make awards in one or more phases. The County reserves the right to request clarification of any submitted information by one or more Respondents. With the consent of the related Respondent(s), the County may combine and/or separately award contracts that were proposed in the same or separate proposals. The County reserves the right to award and/or contract for additional services or sub-awards permitted under the ARPA Rules in conformance with applicable procurement requirements.

General ARPA Requirements:

Monroe County will act in strict accordance with ARPA, its rules, applicable regulations, and guidance (generally, the “ARPA Rules”).

The County reserves the right to reject any proposal that it determines, in its sole discretion, does not comply with the ARPA Rules and/or proposes a use of SLFRF Funds that is grossly disproportionate to the harm caused by COVID-19. The County will determine whether a proposal complies with ARPA using one of two methods:

1. The proposal conforms to the US Department of the Treasury’s list of approved uses and population (note: a full list of pre-approved uses may be found at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>) or
2. The proposal (1) identifies a COVID-19 public health or economic impact, and (2) proposes a response that addresses or responds to the impact.

ARPA Requirements for Affordable Housing:

Successful Respondent(s) will be required to adhere to all applicable local codes, and comply, at a minimum, with the applicable federal housing program’s requirements related to the following (to the extent the applicable federal housing program has such requirements):

- Resident income restrictions;
- The period of affordability and related covenant requirements for assisted units;
- Tenant protections; and
- Housing quality standards.

Reporting:

The County will require all Successful Respondents to provide reports to the County in sufficient quantity and detail in order for the County to meet its interim reporting requirements, project and expenditure reporting requirements, and recovery plan performance reporting requirements under the ARPA Rules. Reports shall include, but shall not be limited to, information attached to this RFP as Appendix F.

Additional Performance Indicators and Evidence:

Successful Respondent(s) shall be required to report and will need to meet agreed upon outcome measures, performance indicators, programmatic data, evidence-based interventions, and program evaluations required by the County and the ARPA Rules.

M/WBE:

In addition to the requirements set forth in Section 4, Respondents must take all necessary affirmative steps to assure that certified minority businesses, women’s business enterprises, and labor surplus area firms are utilized in their proposal when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Monroe County Department of Diversity, Equity, & Inclusion, Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Certification can be obtained through either New York State or Monroe County M/WBE certification processes. Instructions on how to obtain a Monroe County M/WBE certification may be found at: <https://www.monroecounty.gov/dei-mwbe>

Additional Funding Opportunities:

By submitting a proposal to this RFP, Respondent agrees that Monroe County may share Respondent's proposal with other potential funders, including but not limited to the Monroe County Land Bank Corporation, not-for-profit organizations, New York State, and/or federal governmental agencies. Notwithstanding the foregoing, Monroe County shall not share proprietary or business information marked as "**CONFIDENTIAL**" unless: (1) Respondent agrees to the disclosure; or (2) such disclosure is pursuant to legal, judicial, or administrative proceeding or otherwise as required by law. The County may also request Respondents to apply directly to or jointly apply with the County for additional funding opportunities. **In the event additional funding is secured, the County reserves the right to extend the funding term beyond December 31, 2026, to coincide with other funding requirements.**

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 February 14, 2025.

Lisa Rankin
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: lisarankin@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 three (3) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for ARPA HOME: Acquisition, Rehab/New Construction, and Resale of Single-Family Homes."** The Respondent should also include an electronic copy of its full proposal in PDF format on a 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 ensure 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 subcontractors. Specifically, address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - a. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.
 - b. Documentation of Minority and Women-Owned Business Enterprise (MWBE) and/or Disadvantaged Business Enterprise (DBE) and/or certified Service-Disabled Veteran-Owned (SDVOB) ownership status.
 - c. Both the State and Federal governments have programs for the certification of small businesses that are owned by Veterans or Service-Disabled Veterans. The Federal program certifies Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business (SDVOSB), and the New York state program certifies Service-Disabled Veteran-Owned Business (SDVOSB). The goal of this requirement is to acknowledge local businesses that have achieved these designations. Respondents should provide documentation of certification, if applicable.

3. Total gross revenues of the company covering the last three years. The County reserves the right to request additional financial information during the proposal review process.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. 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.
6. 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, telephone number, and email address of contact person;
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, telephone number, and email address of contact person;
3. Résumés for the key personnel to be involved in providing services to the County.

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

1. its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

- F. Cost Proposal.** Respondent must provide a detailed budget request (attached as Appendix E – Development Budget Template) that represents what the Respondent requires in order to administer the program as proposed and how many projects it proposes to complete in 2025 and 2026 through this program. Please note that the County reserves the right to negotiate any and all proposed costs.
- G. Certifications Regarding Debarment and Procurement Policy.** Respondents and proposed subcontractors 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. Equal Pay Certification.** Respondents and proposed subcontractors must print, sign, and submit with the proposal Appendix C: Monroe County Equal Pay Certification.
- 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 5.12 of this RFP.
- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 5, 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.
- M. MWBE & SDVOB Utilization Plan.** Each Respondent shall prepare and submit a Utilization Plan (Appendix D) in connection with its proposal and the proposed Contract. The Utilization Plan shall identify Certified Businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such Certified Businesses, if known, which the Respondent intends to use in connection with the Respondent's performance of the proposed Contract. The Utilization Plan shall specifically contain a list, including the name, address, and telephone number, of each Certified Business with which the Respondent intends to subcontract.

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(s) with whom a contract may be signed. Complete proposals that comply with the ARPA Rules will be evaluated under five (5) equally weighted categories. A copy of the ARPA Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.

- 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. Successful Respondents will also be required to provide additional information, including but not limited to providing evidence that they have an active registration with the System for Award Management ("SAM") pursuant to 2 CFR Part 25, as part of the contract approval process.

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 – MWBE & SDVOB REQUIREMENTS

4.1 MWBE Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least twelve percent (12%) of the total cost of services to Minority-Owned Business Enterprises that are Certified Businesses (“MBE”) and three percent (3%) of the total cost of services to Women-Owned Business Enterprises that are Certified Businesses (“WBE”) each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract. This Section and the successful Respondent’s Contract shall be subject to the requirements of Chapter 26 of the Monroe County Code (Gantt’s Law for Utilization of Minority and Women-Owned Businesses).

In the event a Respondent is a MBE, such Respondent shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Respondent is a WBE, such Respondent shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Respondent is both a MBE and WBE, the Respondent shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

4.2 Definitions

“Certified Business” – shall mean a business verified as a Minority or Women-Owned Business Enterprise pursuant to § 26-4 of the Monroe County Code and/or a business certified by New York State pursuant to Article 15-a of the New York State Executive Law.

“Minority Group Members” – shall mean a United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups:

1. Black persons having origins in any of the Black African racial groups;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American Descent of either Indian or Hispanic origin, regardless of race;
3. Native American or Alaskan native persons having origins in any of the original peoples of North America;
4. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

“Minority-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more minority group members;
2. an enterprise in which such minority ownership is real, substantial and continuing;

3. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

“Utilization Plan” - shall mean a plan prepared by each Respondent and submitted in connection with its proposal and the proposed Contract. The utilization plan shall identify certified businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such certified businesses, if known, which the Respondent intends to use in connection with the Respondent’s performance of the proposed Contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified Business with which the Respondent intends to subcontract.

“Women-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
2. an enterprise in which the ownership interest of such women is real, substantial and continuing;
3. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

4.3 Waivers

Any requests for waivers from these requirements shall be governed by § 26-12 of the Monroe County Code. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.1, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County’s interest to permit subcontracting under the proposed Contract.

4.4 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent’s proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent’s Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.5 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated § 26-12 of the Monroe County Code, including but not limited to a failure or refusal to comply with Minority and Women-Owned Business Enterprise participation requirements as set forth in the County Contract, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

4.6 SDVOB Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least six (6%) of the total cost of services to Certified SDVOB Firms each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract.

Respondents that are Certified SDVOB Firms will be allowed to include their own participation towards meeting the Certified SDVOB Firms participation goals established for this project.

4.7 Definitions

"Certified SDVOB Firms" – shall mean Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.

"Federal SDVOSB Certified Firms"– shall mean Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.

"SDVOB Utilization Plan" – shall mean a plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.

"State SDVOB Certified Firms" – shall mean Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

4.8 Waivers

If a Respondent is unable to show obtainment of program goals when submitting the utilization plan, the Respondent must submit a Request for SDVOB Utilization Waiver with the proposal. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If

the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the proposal may be disqualified as non-responsive. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.6, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County's interest to permit subcontracting under the proposed Contract.

4.9 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent's proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent's Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.10 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated an approved SDVOB Utilization Plan, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

SECTION 5 - GENERAL INFORMATION FOR THE RESPONDENT

5.1 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.

5.2 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.K. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

5.3 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.

5.4 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.

5.5 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.

5.6 Contract Payment

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

5.7 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.

5.8 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.

5.9 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.

5.10 Incurring Costs

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

5.11 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.

5.12 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.

5.13 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 Legislature of the County of Monroe by Resolution Number ____ of 20____, authorized the County Executive, or his 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:

A.

B.

C.

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 _____
Adam J. Bello, County Executive

CONTRACTOR

By _____
Name:

Title:

Contractor's Federal ID Number or Social
Security Number

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

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared ADAM J. BELLO, 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 he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

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 AND FAMILY LEAVE BENEFITS

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. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. 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 shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

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

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors 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 as, 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 therefor. 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 AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, 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, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. 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 further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) 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, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/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 subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, 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 the 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 REGULATORY 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. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. 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. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

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

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the 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 16. SEVERABILITY

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

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the 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 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, 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 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. 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.

-----END OF PAGE-----

APPENDIX B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

APPENDIX C

MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

9/4/2020

Appendix D

MWBE & SDVOB Utilization Plan

<u>Bidder/Contractor's Detailed MBE/WBE/SDVOB Utilization Plan</u>					
Bidder/Contractor Information				BID/RFP/RFQ Title	
Company Name					
POC Name					
Phone					
E-Mail					
<u>Projected MBE/WBE/SDVOB Spending Summary</u>					
Total Bid/Contract Value					
Minority Business Enterprise (MBE)		Women Business Enterprise (WBE)		Service Disabled Veteran Owned Business (SDVOB)	
MBE Goal Percentage	12%	WBE Goal Percentage	3%	SDVOB Goal Percentage	6%
MBE Goal Amount	\$	WBE Goal Amount	\$	SDVOB Goal Amount	\$
MBE Utilization Amount	\$	WBE Utilization Amount	\$	SDVOB Utilization Amount	\$
MBE Utilization Percentage	%	WBE Utilization Percentage	%	SDVOB Utilization Percentage	
MBE Utilization Shortfall	\$	WBE Utilization Shortfall	\$	SDVOB Utilization Shortfall	\$
<u>Contractor Utilization Plan Checklist</u>					
Utilization Plan:	Please be specific and provide detail of work being performed by MBE/WBE/SDVOB ☐				
Letters of Intent:	Signed form must be submitted for each MBE/WBE/SDVOB listed on the plan. ☐				
Waiver Request:	Must be submitted if there are any dollar amounts listed under "Utilization Shortfall" ☐				
DEI Use Only					
Plan Approved _____		Plan Disapproved _____		Waiver Granted _____ Waiver Denied _____	
By:				Date:	

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION

PLAN SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION II-WBE PARTICIPATION

WBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION III - SDVOB PARTICIPATION

SDVOB FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS		DATE OF CONTRACT		
		SCHEDULE START DATE		
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME		CONTRACT AMOUNT		
ADDRESS		DATE OF CONTRACT		
		SCHEDULE START DATE		
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME		CONTRACT AMOUNT		
ADDRESS		DATE OF CONTRACT		
		SCHEDULE START DATE		
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				

MBE/WBE/SDVOB LETTER OF INTENT

PROJECT: _____

TO: _____

(Name of Bidder)

_____ intends to perform work on the above project as a: (Check One):
(MBE/WBE/SDVOB Subcontractor)

_____ MBE

_____ WBE

_____ SDVOB

The above-identified (MBE/WBE/SDVOB) is prepared to perform the following described work in connection with the above project:

at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: _____

Completion Date: _____

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-MBE/WBE/SDVOB contractors or non-MBE/WBE/SDVOB suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

Date

Name of MBE/WBE/SDVOB Contractor

Authorized Signature



APPLICATION FOR WAIVER OF MBE/WBE/SDVOB PARTICIPATION GOAL

Section 1: Basic Information					
Contractor's Name:			E-Mail Address:		
Street Address:			Telephone:		
City, State, Zip Code			Bid/RFQ/RFP Title:		
MBE Goal %12		WBE Goal 3%		SDVOB Goal 6%	
Section 2: Type of MBE/WBE/SDVOB Waiver Requested					
MBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised MBE percentage:		
WBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised WBE percentage:		
SDVOB Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised SDVOB percentage:		
Please explain the reason for the waiver request (additional pages may be attached):					
Section 3: Supporting Documentation					
Provide the following documentation as evidence of your best efforts to meet the MBE/WBE/SDVOB goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and copies of the notice of application receipt.					
☐ Attachment A. List of the general circulation, trade and MBE/WBE/SDVOB-oriented publications and dates of publications soliciting for certified MBE/WBE/SDVOB participation as a subcontractor/supplier and copies of such solicitation. ☐ Attachment B. List of the certified MBE/WBE/SDVOB appearing in the NY State M/WBE and SDVOB directories, the Federal SDVOSB Directory and the Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MBE/WBE/SDVOB s. Describe specific reasons that responding certified MBE/WBE/SDVOBs were not selected for subcontracting. ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MBE/WBE/SDVOBs. ☐ Attachment D. Description of the negotiations between the contractor and certified MBE/WBE/SDVOB s for the purposes of complying with the MBE/WBE/SDVOB goals of this contract. ☐ Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified MBE/WBE/SDVOB. ☐ Attachment F. Waiver Pending ESD, OGS, or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified MBE/WBE/SDVOB, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD), Office of General Services (OGS) or an application statement form DEI/M/WBE-SDVOB: _____ ☐ Attachment G: List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. ☐ Attachment H. Other information deemed relevant to the request.					
Section 4: Signature and Contact Information					
By signing and submitting this form, the contractor certifies that best efforts were made to promote MBE/WBE/SDVOB participation pursuant to the MBE/WBE/SDVOB requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.					
Prepared By: (Signature)					Date:

FOR DEI USE ONLY

Reviewed By:

Date:

Decision

- ☐ Full MBE waiver granted
☐ Partial MBE waiver granted: revised MBE goal ____%
☐ MBE waiver denied
☐ Full WBE waiver Granted
☐ Partial WBE waiver granted: revised WBE goal ____%
☐ WBE waiver denied
☐ Full SDVOB waiver granted
☐ Partial SDVOB waiver granted: revised MBE goal ____%
☐ SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments:

FOR Monroe County DEI ONLY

Reviewed By:

Date:

Waiver Granted:

- ☐ Yes ☐ No
☐ MBE ☐ WBE ☐ SDVOB
☐ Total Waiver
☐ Partial Waiver
☐ ESD/OGS/Monroe County Certification Waiver
☐ *Conditional
☐ *Notice of Deficiency Issued

Comments

MONROE COUNTY MBE/WBE/SDVOB MONTHLY REPORT

PROJECT: _____ **Your Firm Name:** _____

CONTRACT: _____ **Contact Person:** _____

CURRENT MONTH: _____ **Phone Number:** _____

FIRM NAME	MBE/WBE/ SDVOB	ESTIMATED CONTRACT CURRENT AMOUNT	PAYMENTS PRIOR TO CURRENT MONTH	PAYMENTS CURRENT MONTH	ESTIMATED DOLLAR VALUE OF REMAINING WORK	CONTRACT STATUS C - Date Completed E - Est. Comp. Date	DESCRIPTION OF WORK DONE AND SUB- CONTRACTOR'S PERFORMANCE: INDICATE D-M-Y (SEE NOTE #1)

NOTES: 1. If no comments are provided, it is assumed performance is acceptable.
 2. Attach to this the monthly copies of canceled checks or other proof of payment to the MBE/WBE/SDVOB.

MBE/WBE/SDVOB AFFIDAVIT OF PAYMENT

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

_____, BEING DULY SWORN, deposes and says:

1. I am the _____ of _____
(CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.
2. That CONTRACTOR entered into a contract dated _____ with _____
(Subcontractor) for the performance of the following scope of services:

3. That Subcontractor is believed by CONTRACTOR to be a bona fide minority or women's business enterprise (MBE or WBE respectively) as defined by the Agreement between the CONTRACTOR and the OWNER for

(Contract Name or Title)
4. That the Subcontractor did actually perform the services described above.
5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor _____ (\$ _____) and that said sum represents all sums due and owing to date for the Subcontractor's performance except _____ (\$ _____) which remains unpaid because

6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.
7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the CONTRACTOR has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

CONTRACTOR: _____

By: _____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that he resides in _____; that he/she is the _____ of the _____, Corporation described herein and which executed the foregoing instrument; and that he/she knows the Seal of said Corporation; that the seal affixed to the instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____ and he/she duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

Uses

A. Development Budget (Project Budget and Average Home Budget):

	Total	Per Home	Per Unit
1. Site Acquisition			
a) Land/Building			
b) Closing Costs paid by grantee			
c) Other			
<i>Subtotal—Site Acquisition</i>	\$0		
2. Construction Costs			
a) Site Preparation/Infrastructure			
b) Construction			
c) Insurance/Bond/LC			
d) Contingency			
<i>Subtotal—Construction Costs</i>	\$0		
3. Soft Costs			
a) appraisal			
b) architect/engineer			
c) environmental			
d) financing			
e) legal			
f) market study			
g) relocation			
h) sales/marketing			
i) AHC site sign			
j) administrative/operating expenses			
k) other (identify)			
<i>Subtotal—Soft Costs</i>	\$0		
4. Developer/Contractor Profit: _____ (percentage) MAY NOT EXCEED 10% OF 1+2+3	\$0		
Total Development Cost ("TDC"): TOTAL OF 1,2,3 AND 4	\$0		

B. Sales Prices/Carrying Charges* *Please complete one form for each model/unit type*

Model/Unit Type:	High	Low	Average*
Unsubsidized Sale Price (cost of home + rehab/misc. costs)			
Subsidies			
a) AHC Subsidy			
b) <i>Other subsidies</i> 1)			
2)			
3)			
4)			
5)			
Total Subsidies	\$0	\$0	\$0
Final Subsidized Sale Price (Subtract <i>Total Subsidies</i> from <i>Unsubsidized Sale Price</i>)	\$0	\$0	
Down Payment (____) % of Subsidized Sale Price	\$0	\$0	\$0.00
Mortgage Amount (Subtract Down Payment from Subsidized Sale Price)	\$0	\$0	\$0.00
Closing Costs			
a) <i>Legal</i>			
b) <i>Tax Escrow</i>			
c) <i>Insurance</i>			
d) <i>Other**</i>			
Total Closing Costs	\$0	\$0	\$0
Sources of Payment for Closing Costs			
a) Homeowner Equity Payment			
b) <i>Other**</i>			
Total Sources for Closing Costs (matches closing costs above)	\$0	\$0	\$0
Annual Housing Carrying Costs			
a) Principal & Int. on Mortgage (__ yrs. @ ____ int.)			
b) Taxes & Insurance			
c) Common Charges (Coops & Condos Only)			
d) Less Net Rental Income (Gross x .75 = Net)			
Total Annual Housing Carrying Costs ("Carrying Costs")	\$0	\$0	\$0
Max AHC Household Income Limit (e.g. 112% of HLIL)			
Carrying Costs as a % of Max AHC Income Limit			

* Weighted average. Average unsubsidized sale price of all homes/units should equal TDC when all are added together.

** If additional items pertain, then attach list with details.

APPENDIX F

Reports

Reports will be submitted electronically in accordance with the schedule set forth in the grant agreement. Information that will be requested by the County and provided by the Successful Respondent will include, but may not be limited to:

1. Quarterly Reports
 - a. Demographics of individuals served
 - i. Unique Client Id
 - ii. Age
 - iii. Race
 - iv. Gender Identity
 - v. Disability Status
 - vi. Veteran Status
 - vii. Identify as LGBTQ+
 - viii. Household Yearly Income (include sources)
 - ix. # of Household members
 - x. Preferred Language
 - xi. Zip Code
 - b. Program Income earned and expended (if any)
 - c. Programmatic support – Outputs. **Note: outputs may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in training/ program (choose the program)
 - ii. Completed training/ program
 - iii. Directed to Community resources (check all that apply- Food, financial, housing, language, employment, legal, health, social services, technology, other)
 - d. Programmatic Support – Outcomes. **Note: outcomes may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in a Job (list type, employer, industries, FT, PT, Temp, salary, etc.)
 - ii. Obtained housing (list zip code, identify whether housing is permanent or temporary, length of stay if temporary, etc.)
 - iii. Secured Transportation (obtained bus passes, driver's license, vehicle access, leased/purchased vehicle, medical transport, other special needs transport)
 - iv. Secured food support (short term or long term support)
 - v. Educational Milestones (enrolled in or obtained educational milestone)
 - vi. Obtained Health Services (mental health, primary care, substance abuse treatment, obtained or expanded health insurance coverage, specialized medical care, etc.)
 - vii. Improved Household Finances (increased monthly income, decreased monthly expenses, source of the increase or decrease, etc.)
 - e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
 - f. Any other information requested by the County

2. Interim Reports

- a. Narrative report - no longer than 1 page
 - i. Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 - ii. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

3. Annual Reports

- a. Narrative report- no longer than 3 pages
 - i. Outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period.
 - ii. If your program has not met the budgetary or programmatic requirements outlined in your contract, please explain why and how you plan to address it in the future.
 - iii. Describe any new programs, partnerships, or relationships with providers, employers, educational institutions, government entities or nonprofit organizations that your program has built or improved upon during the reporting period.
 - iv. Did your program create any jobs? If so, describe.
 - v. Provide a story, personal account or other narrative that highlights the success of your program and could be highlighted by Monroe County in a public report.
 - vi. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

APPENDIX G
ARPA HOME Funding Opportunities Application Scoring Matrix

Total Points Possible – 100

5 pts/exemplary 4 pts/very good 3 pts/good 2 pts/fair 1pt/poor 0 pts/nonresponsive

<u>QUALIFYING QUESTIONS</u>	YES	NO
Is the agency authorized to do business in New York State?		
Does this proposal qualify for funding under ARPA requirements?		
Does the program advance one of the 3 goals outlined by Monroe County's Recovery Agenda?		

<u>WHAT IS THE PROGRAM'S COMMUNITY IMPACT?</u>	Max Points Available	Points Awarded
How many single-family housing units are being proposed for Year One (1)?	5	
How many single-family housing units are being proposed for Year Two (2)?	5	
Does the proposal demonstrate a commitment to sustainability, "Green" building design and materials and energy efficient components?	5	
Does the proposal include utilizing certified minority-owned, women-owned, or veteran-owned businesses located in Monroe County?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM COLLABORATIVE?</u>	Max Points Available	Points Awarded
Does the proposal advance or work in conjunction with any other community projects or organizations?	5	
Has the Respondent successfully worked with its proposed partners on a project or on any other initiative in the past five (5) years?	5	
Does the proposal demonstrate leverage and match of other committed financial and in-kind external resources?	5	
Is the Respondent a recognized leader in Acquisition, Rehabilitation/New Construction and Resale? Are there letters of support from and/or collaboration with other organizations in the community?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM EQUITABLE?</u>	Max Points Available	Points Awarded
Does the proposal provide an adequate marketing plan to target and engage underserved populations in Monroe County?	5	
Does the Respondent demonstrate a successful history of homeowner engagement?	5	
Does the proposed program adequately identify methods aimed to increase accessibility by reducing or eliminating barriers to housing?	5	
Does the Respondent have a successful history reducing vacant and blighted homes/lots in underserved communities?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM STRATEGIC?</u>	Max Points Available	Points Awarded
Does the Respondent demonstrate the administrative and fiscal capacity to implement the proposed program?	5	
Does the Respondent demonstrate a commitment that funding will be expended per funding deadline?	5	
The Respondent demonstrates the history and experience in Acquisition, Rehabilitation/New Construction and Resale of single-family residential homes.	5	
Does the budget narrative demonstrate that costs are feasible, reasonable, and thoughtful?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
Does this project offer a transformative impact in one of the three (3) goals established by the Bring Monroe Back structure?	5	
The long-term effects of this project will continue to positively impact Monroe County residents beyond 2026.	5	
Would this project be possible without ARPA funding?	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	20	

TOTAL POINTS SCORED _____

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

ARPA: Homeownership Assistance Program Administration

Release Date: January 24, 2025

Response Deadline: February 21, 2025



Monroe County
Department of Planning and Development
50 West Main Street
Rochester, NY 14614
www.monroecounty.gov

NO RESPONSE FORM

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

Lisa Rankin
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104
E-mail: lisarankin@monroecounty.gov

RFP **ARPA: Homeownership Assistance Program Administration**

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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Appendix C – Equal Pay Certification

Appendix D – MWBE & SDVOB Utilization Plan

Appendix E – Program Budget

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County ("the County") is soliciting proposals for ARPA: Homeownership Assistance Program Administration. 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.

Pending final approval from the Monroe County Legislature, the County's objective is to enter into a one-year agreement with the option to renew through December 31, 2026. **PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026.**

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.

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

Only those Respondents who have registered and received a copy of this RFP via the County website at <https://contracts.monroecounty.gov/bid/list/rfps> will receive addenda if issued.

1.3 County's Rights and 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 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 January 24, 2025.
- 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 January 31, 2025.
- All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County website. These will be sent out to all Respondents who received the original RFP on or before February 7, 2025.
- **Final RFP submissions must be received by 3:00 PM ET on February 21, 2025** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 755,000 residents. The County is comprised of 19 towns, 10 villages, and the City of Rochester, the fourth largest city in New York State.

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

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1.3 billion. County government provides a variety of services, including: general government, public safety, health and human services, economic development, recreation, transportation and environmental services. The County operates a small-hub airport; a 566-bed skilled nursing facility; four sewer districts for sanitary and stormwater management including two treatment plants; a solid waste landfill, transfer/haul station, and recycling center; an AZA-accredited zoo, and three municipal golf courses. Under the governance of an elected 29-member County Legislature, the County is structured among four elected offices, eleven operating departments, and eight staff departments.

SECTION 2 – SCOPE OF WORK

2.1 Overview

Monroe County seeks proposals from non-profits to administer Homeownership Assistance Program(s) (HAP) that will serve income-qualified first-time homebuyers throughout Monroe County. The ideal Respondent will already have a history of successfully administering a HAP, preferably under HUD HOME regulations. The Respondent will leverage its connections within the community to connect potential applicants for the proposed program. The Respondent may also use these funds to bridge funding gaps in its existing housing program, excluding locally-administered HOME programs, provided the funds are used in accordance with HOME.

Selected respondents must agree to using provided software platform for data collection and reporting.

The successful Respondent must complete the following general steps after the County has awarded a grant:

- Develop a Homeownership Assistance Program serving income-qualified first-time homebuyers throughout Monroe County, including creating relevant positions and/or designating personnel, technology and supplies necessary for the successful implementation of the program;
- Provide pre- and post- purchase counseling to potential homebuyers by a HUD-certified counselor; and
- Administer the HAP in accordance with existing HUD HOME regulations (described, in part in the “Detailed Scope of Work.”)

The selected Respondent must comply with applicable SLFRF rules and regulations (available here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>). **PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026.**

2.2 General Proposal Requirements

Each Respondent must submit a Proposal containing complete information in the sections described below. See Section 3.5, “Organization of Proposal” for additional instructions. Incomplete proposals may be rejected as non-responsive.

1. Respondent Information. Provide information related to your organization and any organizations you are proposing to use as subcontractors. Specifically, address the following:
 - a. Respondent’s specific experience in administering Homebuyer Assistance Programs for single-family residential properties under HUD or other Federal/State grant funded programs; and
 - b. A narrative description of the Respondent’s financial and production capacity, including any established applicant waitlist, to administer the proposed HAP and to maintain the production capacity to expend requested funds by December 31, 2026;
2. Respondent’s proposal. Respondent must submit a detailed Program Narrative and Work Plan that describes its proposed services and how it will meet the tasks and deliverables described in Section 2.3 of this RFP.
3. Detailed Cost Proposal. Respondent must include a detailed Program budget that outlines what Respondent requires to carry out the proposed HAP, along with a projected cost/subsidy range for projected projects.

2.3 Detailed Scope of Work

Task 1:

The Respondent must describe their marketing strategy to ensure disproportionately-impacted populations and populations typically underserved by traditional housing programs are reached, and the communication modes which will be used to solicit applicants for the Homeownership Assistance Program.

Deliverable:

Information regarding Respondent's HAP must be provided throughout Monroe County through in-person and online outreach.

Applications for funding must be made available online, by request in person or by phone. Culturally relevant services with meaningful language access must be provided.

Task 2:

Receive and process applications for the HAP, collect supporting documents, and income-qualify prospective homebuyers in accordance with HOME.

1. Establish a single point of contact within the HAP to see prospective homebuyers through the entire process. Prospective homebuyers must be approved on first-come, first-completed, first-served basis;
2. Ensure each prospective homebuyer has gone through required steps such as pre-purchase counseling, post-closing education, budget counseling, credit restoration guidance, financial coaching, etc. as related;
3. Verify that applicants' household income does not exceed 80% of the HUD Area Median Income (AMI);
4. All applications for funding must meet underwriting standards to ensure good use of funds;
5. All homes must meet HUD National Standards for the Physical Inspection of Real Estate (NSPIRE) and environmental review; and
6. Maintain accurate records which differentiate and quantify funding sources other than this grant.

The Respondent must describe their prospective homebuyer engagement process, process for determining eligible homebuyer, and their process for documenting eligibility for the proposed HAP including:

1. Property must be located within Monroe County;
2. Property must not exceed HUD value limitations; and
3. Property must be occupied by the applicant as their primary residence for 5-15 years based on value limit of HOME investment and secured with a Note & Mortgage or similar instrument.

Deliverable:

Prospective homebuyers will be financially approved or not approved for assistance through the program.

Task 3:

The Respondent must provide an NSPIRE home inspection of the property, complete an Environmental Review, and Lead-based paint inspection prior to closing to ensure compliance with HOME.

Deliverable:

Housing acquired for homeownership through the proposed HAP must be decent, safe, sanitary, and in good repair, per HOME. Included in these requirements, including but not limited to the following standards, described in greater detail at 24 CFR 92.251(c):

- All major systems are in good condition to include but not limited to: structural support; roofing; cladding and weatherproofing; plumbing; electrical; and heating, ventilation, and air conditioning;
- Any repairs identified in the inspection must be corrected;
- Lead-based paint has been addressed; and
- Is acceptable to the local zoning ordinances, which may differ from municipality to municipality.

Documentation Requirements for Reimbursement:

Assistance shall be provided to the homebuyer at the time of closing and will be reimbursed to the Respondent upon receipt and verification that program and HUD rules and regulations have been met, including but not limited to the following:

- HOME Set up and Completion Form;
- Final closing disclosure;
- Certification of household Income Qualification;
- Property details;
- Inspection report of dwelling showing property meets NSPIRE standards;
- Proof of any related expenditures related to homeownership assistance; and
- Proof of transfer of ownership and Note and Mortgage or similar instrument (i.e., recorded deed with Monroe County Clerk's Office).

Respondent shall provide Monroe County or its designated agent access to all books, accounts, reports, files and other papers or property pertaining to funds provided through this RFP for the purpose of making surveys, audits, examinations, etc. Respondent shall retain records in accordance with HOME and 24 CFR 92.508.

2.4 Proposals

Each Respondent must submit a Proposal containing complete information in the sections described below.

Experience

Provide a written narrative describing Respondent organization:

- a. Its history and ownership;
- b. Its experience in providing homeownership assistance and/or administering a homeownership assistance program under HUD or other Federal/State grant funded programs; and
- c. Understanding and experience with HOME regulations related to income qualifications and home value limits.

Capacity

- a. Indicate its normal timeline for providing homeownership assistance to homebuyers, from application to transfer of property title and vouchering for relevant expenses;
- b. Indicate its capacity—how many potential homeowners it can provide services to at one time;
- c. Provide organization's financial statements, letters of credit and/or other evidence that demonstrates its financial strength and capacity to undertake the implementation and administration of the proposed HAP; and
- d. Provide proof of non-profit certification.

2.5 Proposal Review

The County reserves the right to award multiple contract(s) pursuant to this RFP and/or make awards in one or more phases. The County reserves the right to request clarification of any submitted information by one or more Respondents. With the consent of the related Respondent(s), the County may combine and/or separately award contracts that were proposed in the same or separate proposals. The County reserves the right to award and/or contract for additional services or sub-awards permitted under the ARPA Rules in conformance with applicable procurement requirements.

1. General ARPA Requirements

Monroe County will act in strict accordance with ARPA, its rules, applicable regulations, and guidance (generally, the “ARPA Rules”).

The County reserves the right to reject any proposal that it determines, in its sole discretion, does not comply with the ARPA Rules and/or proposes a use of SLFRF Funds that is grossly disproportionate to the harm caused by COVID-19. The County will determine whether a proposal complies with ARPA using one of two methods:

- a. The proposal conforms to the US Department of the Treasury’s list of approved uses and population (note: a full list of pre-approved uses may be found at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>) or
- b. The proposal (1) identifies a COVID-19 public health or economic impact, and (2) proposes a response that addresses or responds to the impact.

2. Reporting

The County will require all Successful Respondents to provide reports to the County in sufficient quantity and detail in order for the County to meet its interim reporting requirements, project and expenditure reporting requirements, and recovery plan performance reporting requirements under the ARPA Rules. Reports shall include, but shall not be limited to, information attached to this RFP as Appendix F.

3. Additional Performance Indicators and Evidence

The selected Respondent shall be required to report and will need to meet agreed upon outcome measures, performance indicators, programmatic data, evidence-based interventions, and program evaluations required by the County and the ARPA Rules. The selected Respondent will collect and report these agreed upon data as required by the agreement.

4. M/WBE

In addition to the requirements set forth in Section 4, Respondents must take all necessary affirmative steps to assure that certified minority businesses, women’s business enterprises, and labor surplus area firms are utilized in their proposal when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Monroe County Department of Diversity, Equity, & Inclusion, Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Certification can be obtained through either New York State or Monroe County M/WBE certification processes. Instructions on how to obtain a Monroe County M/WBE certification may be found at: <https://www.monroecounty.gov/dei-mwbe>

5. Evaluation Factors

Complete proposals that comply with the ARPA Rules will be evaluated under five (5) categories. A copy of the ARPA Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.

6. Additional Funding Opportunities

By submitting a proposal to this RFP, Respondent agrees that Monroe County may share Respondent's proposal with other potential funders, including but not limited to not-for-profit organizations, New York State, and/or federal governmental agencies. Notwithstanding the foregoing, Monroe County shall not share proprietary or business information marked as "**CONFIDENTIAL**" unless: (1) Respondent agrees to the disclosure; or (2) such disclosure is pursuant to legal, judicial, or administrative proceeding or otherwise as required by law. The County may also request Respondents to apply directly to or jointly apply with the County for additional funding opportunities. **In the event additional funding is secured, the County reserves the right to extend the funding term beyond December 31, 2026, to coincide with other funding requirements.**

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 February 21, 2025.

Lisa Rankin
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: lisarankin@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 ten (10) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for ARPA: Homeownership Assistance Program Administration."** The Respondent should also include an electronic copy of its full proposal in PDF format on a USB Flash Drive. The Respondent must 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 ensure 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 subcontractors. Specifically, address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - a. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.
 - b. Documentation of Minority and Women-Owned Business Enterprise (MWBE) and/or Disadvantaged Business Enterprise (DBE) and/or certified Service-Disabled Veteran-Owned (SDVOB) ownership status.
 - c. Both the State and Federal governments have programs for the certification of small businesses that are owned by Veterans or Service-Disabled Veterans. The Federal program certifies Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business (SDVOSB), and the New York state program certifies Service-Disabled Veteran-Owned Business (SDVOSB). The goal of this requirement is to acknowledge local businesses that have achieved these designations. Respondents should provide documentation of certification, if applicable.

3. Total gross revenues of the company covering the last three years. The County reserves the right to request additional financial information during the proposal review process.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. 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.
6. 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 program. 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, telephone number, and email address of contact person;
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, telephone number, and email address of contact person;
3. Résumés for the key personnel to be involved in providing services to the County.

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

1. its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

- F. Cost Proposal.** Respondent must provide a detailed budget request that represents what the Respondent requires in order to administer the program as proposed and how many residents it intends to serve in 2025 and 2026 through this program. An Excel version of Appendix E – Program Budget template can be obtained by email request to the RFP Coordinator, Lisa Rankin: lisarankin@monroecounty.gov. Please note that the County reserves the right to negotiate any and all proposed costs. See Section 2.5.
- G. Certifications Regarding Debarment and Procurement Policy.** Respondents and proposed subcontractors 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. Equal Pay Certification.** Respondents and proposed subcontractors must print, sign, and submit with the proposal Appendix C: Monroe County Equal Pay Certification.
- 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 5.12 of this RFP.
- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 5, 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.
- M. MWBE & SDVOB Utilization Plan.** Each Respondent shall prepare and submit a Utilization Plan (Appendix D) in connection with its proposal and the proposed Contract. The Utilization Plan shall identify Certified Businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such Certified Businesses, if known, which the Respondent intends to use in connection with the Respondent's performance of the proposed Contract. The Utilization Plan shall specifically contain a list, including the name, address, and telephone number, of each Certified Business with which the Respondent intends to subcontract.

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(s) with whom a contract may be signed. Complete proposals that comply with the ARPA Rules will be evaluated under five (5)

equally weighted categories. A copy of the ARPA Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.

- 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. Successful Respondents will also be required to provide additional information, including but not limited to providing evidence that they have an active registration with the System for Award Management (“SAM”) pursuant to 2 CFR Part 25, as part of the contract approval process.

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 – MWBE & SDVOB REQUIREMENTS

4.1 MWBE Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least twelve percent (12%) of the total cost of services to Minority-Owned Business Enterprises that are Certified Businesses (“MBE”) and three percent (3%) of the total cost of services to Women-Owned Business Enterprises that are Certified Businesses (“WBE”) each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract. This Section and the successful Respondent’s Contract shall be subject to the requirements of Chapter 26 of the Monroe County Code (Gantt’s Law for Utilization of Minority and Women-Owned Businesses).

In the event a Respondent is a MBE, such Respondent shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Respondent is a WBE, such Respondent shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Respondent is both a MBE and WBE, the Respondent shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

4.2 Definitions

“Certified Business” – shall mean a business verified as a Minority or Women-Owned Business Enterprise pursuant to § 26-4 of the Monroe County Code and/or a business certified by New York State pursuant to Article 15-a of the New York State Executive Law.

“Minority Group Members” – shall mean a United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups:

1. Black persons having origins in any of the Black African racial groups;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American Descent of either Indian or Hispanic origin, regardless of race;
3. Native American or Alaskan native persons having origins in any of the original peoples of North America;
4. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

“Minority-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more minority group members;
2. an enterprise in which such minority ownership is real, substantial and continuing;

3. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

“Utilization Plan” - shall mean a plan prepared by each Respondent and submitted in connection with its proposal and the proposed Contract. The utilization plan shall identify certified businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such certified businesses, if known, which the Respondent intends to use in connection with the Respondent’s performance of the proposed Contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified Business with which the Respondent intends to subcontract.

“Women-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
2. an enterprise in which the ownership interest of such women is real, substantial and continuing;
3. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

4.3 Waivers

Any requests for waivers from these requirements shall be governed by § 26-12 of the Monroe County Code. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.1, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County’s interest to permit subcontracting under the proposed Contract.

4.4 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent’s proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent’s Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.5 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated § 26-12 of the Monroe County Code, including but not limited to a failure or refusal to comply with Minority and Women-Owned Business Enterprise participation requirements as set forth in the County Contract, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

4.6 SDVOB Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least six (6%) of the total cost of services to Certified SDVOB Firms each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract.

Respondents that are Certified SDVOB Firms will be allowed to include their own participation towards meeting the Certified SDVOB Firms participation goals established for this project.

4.7 Definitions

"Certified SDVOB Firms" – shall mean Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.

"Federal SDVOSB Certified Firms" – shall mean Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.

"SDVOB Utilization Plan" – shall mean a plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.

"State SDVOB Certified Firms" – shall mean Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

4.8 Waivers

If a Respondent is unable to show obtainment of program goals when submitting the utilization plan, the Respondent must submit a Request for SDVOB Utilization Waiver with the proposal. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If

the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the proposal may be disqualified as non-responsive. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.6, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County's interest to permit subcontracting under the proposed Contract.

4.9 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent's proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent's Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.10 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated an approved SDVOB Utilization Plan, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

SECTION 5 - GENERAL INFORMATION FOR THE RESPONDENT

5.1 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.

5.2 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.K. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

5.3 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.

5.4 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.

5.5 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.

5.6 Contract Payment

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

5.7 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.

5.8 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.

5.9 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.

5.10 Incurring Costs

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

5.11 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.

5.12 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.

5.13 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 Legislature of the County of Monroe by Resolution Number ____ of 20____, authorized the County Executive, or his 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:

A.

B.

C.

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 _____
Adam J. Bello, County Executive

CONTRACTOR

By _____
Name:

Title:

Contractor's Federal ID Number or Social
Security Number

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

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared ADAM J. BELLO, 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 he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

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 AND FAMILY LEAVE BENEFITS

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. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. 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 shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

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

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors 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 as, 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 therefor. 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 AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, 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, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. 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 further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) 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, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/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 subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, 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 the 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 REGULATORY 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. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. 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. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

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

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the 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 16. SEVERABILITY

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

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the 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 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, 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 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. 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.

-----END OF PAGE-----

APPENDIX B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

APPENDIX C

MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

9/4/2020

Appendix D

MWBE & SDVOB Utilization Plan

<u>Bidder/Contractor's Detailed MBE/WBE/SDVOB Utilization Plan</u>						
Bidder/Contractor Information				BID/RFP/RFQ Title		
Company Name						
POC Name						
Phone						
E-Mail						
<u>Projected MBE/WBE/SDVOB Spending Summary</u>						
Total Bid/Contract Value						
Minority Business Enterprise (MBE)		Women Business Enterprise (WBE)		Service Disabled Veteran Owned Business (SDVOB)		
MBE Goal Percentage	12%	WBE Goal Percentage	3%	SDVOB Goal Percentage	6%	
MBE Goal Amount	\$	WBE Goal Amount	\$	SDVOB Goal Amount	\$	
MBE Utilization Amount	\$	WBE Utilization Amount	\$	SDVOB Utilization Amount	\$	
MBE Utilization Percentage	%	WBE Utilization Percentage	%	SDVOB Utilization Percentage		
MBE Utilization Shortfall	\$	WBE Utilization Shortfall	\$	SDVOB Utilization Shortfall	\$	
<u>Contractor Utilization Plan Checklist</u>						
Utilization Plan:	Please be specific and provide detail of work being performed by MBE/WBE/SDVOB			☐		
Letters of Intent:	Signed form must be submitted for each MBE/WBE/SDVOB listed on the plan.			☐		
Waiver Request:	Must be submitted if there are any dollar amounts listed under "Utilization Shortfall"			☐		
DEI Use Only						
Plan Approved _____	Plan Disapproved _____		Waiver Granted _____		Waiver Denied _____	
By:			Date:			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION

PLAN SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION II-WBE PARTICIPATION

WBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION III - SDVOB PARTICIPATION

SDVOB FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
			CONTRACT AMOUNT	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				

MBE/WBE/SDVOB LETTER OF INTENT

PROJECT: _____

TO: _____

(Name of Bidder)

_____ intends to perform work on the above project as a: (Check One):
(MBE/WBE/SDVOB Subcontractor)

_____ MBE

_____ WBE

_____ SDVOB

The above-identified (MBE/WBE/SDVOB) is prepared to perform the following described work in connection with the above project:

at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: _____

Completion Date: _____

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-MBE/WBE/SDVOB contractors or non-MBE/WBE/SDVOB suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

Date

Name of MBE/WBE/SDVOB Contractor

Authorized Signature



APPLICATION FOR WAIVER OF MBE/WBE/SDVOB PARTICIPATION GOAL

Section 1: Basic Information					
Contractor's Name:			E-Mail Address:		
Street Address:			Telephone:		
City, State, Zip Code			Bid/RFQ/RFP Title:		
MBE Goal %12		WBE Goal 3%		SDVOB Goal 6%	
Section 2: Type of MBE/WBE/SDVOB Waiver Requested					
MBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised MBE percentage:		
WBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised WBE percentage:		
SDVOB Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised SDVOB percentage:		
Please explain the reason for the waiver request (additional pages may be attached):					
Section 3: Supporting Documentation					
Provide the following documentation as evidence of your best efforts to meet the MBE/WBE/SDVOB goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and copies of the notice of application receipt.					
☐ Attachment A. List of the general circulation, trade and MBE/WBE/SDVOB-oriented publications and dates of publications soliciting for certified MBE/WBE/SDVOB participation as a subcontractor/supplier and copies of such solicitation. ☐ Attachment B. List of the certified MBE/WBE/SDVOB appearing in the NY State M/WBE and SDVOB directories, the Federal SDVOSB Directory and the Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MBE/WBE/SDVOB s. Describe specific reasons that responding certified MBE/WBE/SDVOBs were not selected for subcontracting. ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MBE/WBE/SDVOBs. ☐ Attachment D. Description of the negotiations between the contractor and certified MBE/WBE/SDVOB s for the purposes of complying with the MBE/WBE/SDVOB goals of this contract. ☐ Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified MBE/WBE/SDVOB. ☐ Attachment F. Waiver Pending ESD, OGS, or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified MBE/WBE/SDVOB, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD), Office of General Services (OGS) or an application statement form DEI/M/WBE-SDVOB: _____ ☐ Attachment G: List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. ☐ Attachment H. Other information deemed relevant to the request.					
Section 4: Signature and Contact Information					
By signing and submitting this form, the contractor certifies that best efforts were made to promote MBE/WBE/SDVOB participation pursuant to the MBE/WBE/SDVOB requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.					
Prepared By: (Signature)					Date:

FOR DEI USE ONLY

Reviewed By:

Date:

Decision

- ☐ Full MBE waiver granted
☐ Partial MBE waiver granted: revised MBE goal ____%
☐ MBE waiver denied
☐ Full WBE waiver Granted
☐ Partial WBE waiver granted: revised WBE goal ____%
☐ WBE waiver denied
☐ Full SDVOB waiver granted
☐ Partial SDVOB waiver granted: revised MBE goal ____%
☐ SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments:

FOR Monroe County DEI ONLY

Reviewed By:

Date:

Waiver Granted:

- ☐ Yes ☐ No
☐ MBE ☐ WBE ☐ SDVOB
☐ Total Waiver
☐ Partial Waiver
☐ ESD/OGS/Monroe County Certification Waiver
☐ *Conditional
☐ *Notice of Deficiency Issued

Comments

MONROE COUNTY MBE/WBE/SDVOB MONTHLY REPORT

PROJECT: _____ **Your Firm Name:** _____

CONTRACT: _____ **Contact Person:** _____

CURRENT MONTH: _____ **Phone Number:** _____

FIRM NAME	MBE/WBE/ SDVOB	ESTIMATED CONTRACT CURRENT AMOUNT	PAYMENTS PRIOR TO CURRENT MONTH	PAYMENTS CURRENT MONTH	ESTIMATED DOLLAR VALUE OF REMAINING WORK	CONTRACT STATUS C - Date Completed E - Est. Comp. Date	DESCRIPTION OF WORK DONE AND SUB- CONTRACTOR'S PERFORMANCE: INDICATE D-M-Y (SEE NOTE #1)

NOTES: 1. If no comments are provided, it is assumed performance is acceptable.
 2. Attach to this the monthly copies of canceled checks or other proof of payment to the MBE/WBE/SDVOB.

MBE/WBE/SDVOB AFFIDAVIT OF PAYMENT

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

_____, BEING DULY SWORN, deposes and says:

1. I am the _____ of _____ (CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.
2. That CONTRACTOR entered into a contract dated _____ with _____ (Subcontractor) for the performance of the following scope of services:

3. That Subcontractor is believed by CONTRACTOR to be a bona fide minority or women's business enterprise (MBE or WBE respectively) as defined by the Agreement between the CONTRACTOR and the OWNER for

(Contract Name or Title)
4. That the Subcontractor did actually perform the services described above.
5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor _____ (\$ _____) and that said sum represents all sums due and owing to date for the Subcontractor's performance except _____ (\$ _____) which remains unpaid because

6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.
7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the CONTRACTOR has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

CONTRACTOR: _____

By: _____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that he resides in _____; that he/she is the _____ of the _____, Corporation described herein and which executed the foregoing instrument; and that he/she knows the Seal of said Corporation; that the seal affixed to the instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____ and he/she duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

APPENDIX E

HAP Program BUDGET

ARPA - HOMEBUYER ASSISTANCE PROGRAM BUDGET						BUDGET GUIDE
Respondent Name						<i>All colored and shaded cells are locked</i>
PERSONNEL						<i>Please use whole dollar amounts on the budget</i>
Job Position/Title	Rate per hour	Program-Specific Hours per week	\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	PERSONNEL - If you are requesting funding for salary, it should be broken down as shown. We need to know the employees hourly rate, hours worked per week, annual salary and what % of that salary is being requested (this is also the % of time that employee should be devoting to the ARPA funded program).
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
Total Personnel (Incl. Fringe)			\$	\$	\$	The salary totals will auto populate and should reflect the cumulative totals of all employees salaries (blue) and all salary funds being requested (green)
DIRECT SUBSIDY COSTS (describe uses below)			\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	The fringe line should capture the type of benefits, the total cost and the % being requested. This amounts will be automatically added to the salary totals to populate the "Total Personnel"
			\$	\$	\$	
OPERATING COSTS						OPERATING COSTS - In this section you need to categorize any expenses that are eligible for reimbursement, we want to see as detailed a list as possible to help determine what is eligible at what isn't, if you run out of space then the NOTES tab can be utilized.
Type	Itemized List of Reimbursable Expenses		\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	
Supplies			\$	\$	\$	
Equipment			\$	\$	\$	
Rent/Lease			\$	\$	\$	
Insurance			\$	\$	\$	
Printing			\$	\$	\$	
Phone			\$	\$	\$	
Travel			\$	\$	\$	
Other			\$	\$	\$	
Total Operating Costs			\$	\$	\$	The total cost of the listed items (blue) and the total amount requested for those items (green) will auto populate here.
OTHER ASSOCIATED COSTS						CONTRACT SERVICES - In this section show the cost of the services provided by your program, the more detailed you can be the less follow up will be required. The breakdown should include what the service is, reasoning for the cost, the total of that cost and the amount of funding you are requesting for each. <i>As before, you should also include the cost of non requested services to give a true representation of the overall program cost.</i>
Provide Details/Reasoning			\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
Other Associated Costs Total			\$	\$	\$	The total cost of services (blue) and total of the services request (green) will auto populate here.
TOTAL FUNDING REQUEST			\$	\$	\$	The total program cost (blue) is a cumulation of the totals from personnel, operating costs and contract services and should include all non-requested costs as mentioned previously. The ARPA Request (green) is also the cumulative totals of the amounts requested in the aforementioned sections and should match exactly to the amount of funds requested in your application.
ALL OTHER FUNDING SOURCES						
<i>Please list ALL other funding sources that will be used towards this program</i>						
Type	Amount		Source			
Federal Funds	\$					
State Funds	\$					
Local/Municipal Funds	\$					
Private Funds	\$					
Other (please Specify)	\$					
Other (please Specify)	\$					
Other (please Specify)	\$					
TOTAL			\$			
						OTHER FUNDING SOURCES - Please show all other sources of funding related to this particular program, the amounts when added to the ARPA request should cover the total cost of the project as shown in the example.

APPENDIX F

Reports

Reports will be submitted electronically in accordance with the schedule set forth in the grant agreement. Information that will be requested by the County and provided by the Successful Respondent will include, but may not be limited to:

1. Quarterly Reports
 - a. Demographics of individuals served
 - i. Unique Client Id
 - ii. Age
 - iii. Race
 - iv. Gender Identity
 - v. Disability Status
 - vi. Veteran Status
 - vii. Identify as LGBTQ+
 - viii. Household Yearly Income (include sources)
 - ix. # of Household members
 - x. Preferred Language
 - xi. Zip Code
 - b. Program Income earned and expended (if any)
 - c. Programmatic support – Outputs. **Note: outputs may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in training/ program (choose the program)
 - ii. Completed training/ program
 - iii. Directed to Community resources (check all that apply- Food, financial, housing, language, employment, legal, health, social services, technology, other)
 - d. Programmatic Support – Outcomes. **Note: outcomes may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in a Job (list type, employer, industries, FT, PT, Temp, salary, etc.)
 - ii. Obtained housing (list zip code, identify whether housing is permanent or temporary, length of stay if temporary, etc.)
 - iii. Secured Transportation (obtained bus passes, driver's license, vehicle access, leased/purchased vehicle, medical transport, other special needs transport)
 - iv. Secured food support (short term or long term support)
 - v. Educational Milestones (enrolled in or obtained educational milestone)
 - vi. Obtained Health Services (mental health, primary care, substance abuse treatment, obtained or expanded health insurance coverage, specialized medical care, etc.)
 - vii. Improved Household Finances (increased monthly income, decreased monthly expenses, source of the increase or decrease, etc.)
 - e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
 - f. Any other information requested by the County

2. Interim Reports

- a. Narrative report - no longer than 1 page
 - i. Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 - ii. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

3. Annual Reports

- a. Narrative report- no longer than 3 pages
 - i. Outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period.
 - ii. If your program has not met the budgetary or programmatic requirements outlined in your contract, please explain why and how you plan to address it in the future.
 - iii. Describe any new programs, partnerships, or relationships with providers, employers, educational institutions, government entities or nonprofit organizations that your program has built or improved upon during the reporting period.
 - iv. Did your program create any jobs? If so, describe.
 - v. Provide a story, personal account or other narrative that highlights the success of your program and could be highlighted by Monroe County in a public report.
 - vi. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

APPENDIX G
ARPA Funding Opportunities Application Scoring Matrix

Total Points Possible – 100

5 pts/exemplary 4 pts/very good 3 pts/good 2 pts/fair 1pt/poor 0 pts/nonresponsive

<u>QUALIFYING QUESTIONS</u>	YES	NO
Is the agency authorized to do business in New York State?		
Does this proposal qualify for funding under ARPA requirements?		
Does the program advance one of the 3 goals outlined by Monroe County's Recovery Agenda?		

<u>WHAT IS THE PROGRAM'S COMMUNITY IMPACT?</u>	Max Points Available	Points Awarded
How many homebuyers are being proposed for Year One (1)?	5	
How many homebuyers are being proposed for Year Two (2)?	5	
Does the proposal demonstrate Respondent's ability to provide a broad range of homebuyer services?	5	
Does the proposal include utilizing certified minority-owned, women-owned, or veteran-owned businesses located in Monroe County?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM COLLABORATIVE?</u>	Max Points Available	Points Awarded
Does the proposal advance or work in conjunction with any other community projects or organizations?	5	
Has the Respondent successfully worked with its proposed partners on a project or on any other initiative in the past five (5) years?	5	
Does the proposal demonstrate leverage and match of other committed financial and in-kind external resources?	5	
Is the Respondent a recognized leader in Homebuyer services and First Time Homebuyer Program administration? Are there letters of support from and/or collaboration with other organizations in the community?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM EQUITABLE?</u>	Max Points Available	Points Awarded
Does the proposal provide an adequate marketing plan to target and engage underserved populations in Monroe County?	5	
Does the Respondent demonstrate a successful history of homebuyer engagement?	5	
Does the proposed program adequately identify methods aimed to increase homebuyer activities?	5	
Does the proposal narrative show an understanding of community impacts and respective need with regard to housing options?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM STRATEGIC?</u>	Max Points Available	Points Awarded
Does the Respondent demonstrate the administrative and fiscal capacity to implement the proposed program?	5	
Does the Respondent demonstrate a commitment that funding will be expended per funding deadline?	5	
Does the Respondent demonstrate the capacity, history and experience in Homebuyer services and First Time Homebuyer Program administration?	5	
Does the budget narrative demonstrate that costs are feasible, reasonable, and thoughtful?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
Does this project offer a transformative impact in one of the three (3) goals established by the Bring Monroe Back structure?	5	
The long-term effects of this project will continue to positively impact Monroe County residents beyond 2026.	5	
Would this project be possible without ARPA funding?	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	20	

TOTAL POINTS SCORED _____

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

ARPA Community Maternal Child Health Services

Release Date: April 25, 2025

Response Deadline: May 23, 2025



Monroe County
Department of Public Health
111 Westfall Road
Rochester, NY 14614
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax or email 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
E-mail kimboedicker@monroecounty.gov

RFP ARPA Community Maternal Child Health Services

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 ARPA Community Maternal Child Health Services. 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.

Pending final approval from the Monroe County Legislature, the County's objective is to enter into a one-year agreement with the option to renew through December 31, 2026. **PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026. NO ADDITIONAL OPTIONS TO RENEW PAST DECEMBER 31, 2026 SHALL BE AVAILABLE.**

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 <https://contracts.monroecounty.gov/bid/list/rfps> will receive addenda if issued.

1.3 County's Rights and 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 Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so. The County maintains the option to expand these types of services to other County projects, departments, and divisions as needed.

1.4 Time Line

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

- This RFP will be distributed on April 25, 2025.
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM ET on May 2, 2025.
- All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County website. These will be sent out to all Respondents who received the original RFP on or before May 9, 2025.
- **Final RFP submissions must be received by 3:00 PM ET on May 23, 2025** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 755,000 residents. The County is comprised of 19 towns, 10 villages, and the City of Rochester, the fourth largest city in New York State.

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

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1.3 billion. County government provides a variety of services, including: general government, public safety, health and human services, economic development, recreation, transportation and environmental services. The County operates a small-hub airport; a 566-bed skilled nursing facility; four sewer districts for sanitary and stormwater management including two treatment plants; a solid waste landfill, transfer/haul station, and recycling center; an AZA-accredited zoo, and three municipal golf courses. Under the governance of an elected 29-member County Legislature, the County is structured among four elected offices, eleven operating departments, and eight staff departments.

SECTION 2 – SCOPE OF WORK

2.1 Overview

Monroe County is seeking proposals to develop or enhance community-based programs that foster healthy activities in the community in order to improve health outcomes for families throughout the County. The Program will require successful Respondents to develop and implement a program to connect with mothers, newborns, and families to make relevant assessments, and to connect families to relevant and necessary services.

Monroe County continues to experience rates of poor maternal and infant outcomes that either are higher than many other areas of New York State or, while improving, still require additional interventions and services. The maternal mortality rate in Monroe County increased from 13.2 deaths per 100,000 live births in 2006 to 30.2 during the Covid-19 pandemic.¹ In 2021, the rate of deaths per 100,000 live births across New York State was 20.5, and the rates in counties comparable to Monroe—Erie and Onondaga—were 24.4 and 20.3, respectively. Studies demonstrate worsened maternal health outcomes and persisting racial and ethnic disparities throughout the United States during the COVID-19 pandemic. Negative effects of the COVID-19 pandemic included increased rates of perinatal depression, maternal deaths, preterm births, and low birthweight births. Health care access and utilization among children also declined during the first two years of the COVID-19 pandemic. Collectively, the changes in outcomes during the COVID-19 pandemic set the Monroe County community up for the widening of existing disparities and worsening inequities in low-and-moderate income families as they experience the birth of a child.

The data from existing mother/child home visitation programs have proven that such programs significantly improve health outcomes for mothers and newborns. Those results are being recognized nationwide. Most recently, the states of Oregon and New Jersey passed legislation to provide universal home visitation on a statewide level. With more than 7,000 births in Monroe County every year, the long-term goal of home visitation can become an invaluable part of a multipronged approach to improving the health and wellbeing of families after the birth of a child.

Additionally, there are areas within Monroe County that have consistently poorer health outcomes. Within the County, there are disparities in health outcomes, including the rates of infant health and hospital admissions. There is a life expectancy difference of 8.6 years between the zip code with the highest life expectancy (14534, 80 years) and the zip code with the lowest (14611, 71.4). The zip codes with historically poorer health outcomes are the same ones more adversely impacted by the COVID-19 pandemic.

Monroe County has a number of resources that consider Social Determinates of Health in providing services to improve families' health outcomes.

¹ All data provided from New York State Prevention Agenda Tracking Dashboard; most recent data available is from 2021.

2.2 Detailed Scope of Work

Definitions

Collaboration shall mean the act of working together with other people and/or organizations to create or achieve a shared goal.

Community Advisory Board (“CAB”) shall mean a formal group of community partners who occupy a variety of positions in the community, and serve as resources, referrals, champions, and advocates for local program implementation. The CAB will enable community partners to keep a pulse on the services and supports available to families, troubleshoot challenges, advocate for and build awareness for the program, and celebrate program successes.

Direct Intervention shall mean a targeted action taken to directly engage with individuals or groups within a population to promote health and prevent disease

Eligible Households shall mean households that reside in Monroe County and are:

- Low- or moderate-income households or communities (*e.g.*, highly distressed zip codes);
- Households that experienced unemployment;
- Households that experienced increased food or housing insecurity; and/or
- Households that qualify for the Children’s Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid.

Enrolled Households shall mean Eligible Households that voluntarily agreed to participate in the Program.

Evidence-Based shall mean a collection of practices that have been rigorously tested by careful research, including data collection, analysis and review, that, when used together, has proven to be effective to achieve a set of stated outcomes.

Evidence-Informed shall mean a collection of practices that incorporate key features of effective evidence-based programs, but has not been evaluated in a rigorous research study.

Home Visit shall mean a formal interaction between a nurse or other health professional and an individual at the individual’s place of residence (or a community location chosen by the individual, if necessary) designed to provide nursing or health care related to the identified need. Home Visit does not include remote/virtual/tele-health visitation.

Innovative shall mean a process or program that is novel, new or creative and that lends itself to adaptation and adoption/replication and diffusion; generates real-time information for evaluation and course correction; and increases quality, impact and efficiency.

Fidelity shall mean the degree to which the model reproduces the desired effects wherever it is implemented; how alike is it to the original; the degree to which an intervention is delivered as intended is critical to the successful translation of evidence-based interventions into practice.

Requirements for Respondents

This RFP is for qualified entities to establish and administer programs that build and sustain healthy activities in the community in order to improve equity in health outcomes for families. There are two main categories for Respondents: Home Visitation, or Evidence-Based/Evidence-Informed and Innovative Programs. Successful Respondent(s) will be expected to complete the following steps after the County awards a grant to the Successful Respondent:

Home Visitation Applicants:

- a) **Identify Program Model.** The Successful Respondent will be responsible for identifying and administering an established home visitation program model acceptable to the County and upon which the Program will be modeled.
 - i) The Program must provide home visitation to Eligible Households in Monroe County that elect to participate in the Program.
 - ii) Services provided must follow a program model, with strong preference for program models that are evidence-based or evidence-informed.
 - iii) If the identified program model is evidence based, the Successful Respondent must maintain Fidelity to the identified program model throughout the term of the contract.
 - iv) The Program must provide intervention and connection to services to improve the family's health and wellbeing in order to reduce health complications for mothers, newborns and their families
 - v) Respondents must identify a planned method and manner of identifying, determining eligibility of, and enrolling Eligible Households.
 - vi) All Program services must be provided at no cost to the Enrolled Households.
 - vii) The families serviced by the Program must agree to services on a voluntary basis.
 - viii) Home visits must include assessments and reporting of the following as it applies to the identified program model:
 - (1) Mother and newborn physical health;
 - (2) Infant attachment;
 - (3) Intimate Partner Violence;
 - (4) Substance use disorders;
 - (5) Perinatal mood disorders;
 - (6) Connection to health and community services; and
 - (7) Assessment of how Social Determinants of Health ("SDOH") impact each family's lived experiences.
 - ix) The Program must provide support, guidance, and resources to Enrolled Households on the following as it applies to the identified program model:
 - (1) Up-to-date, Evidence-Based information regarding maternal and newborn health and wellness;
 - (2) Parent-Child Relationship;
 - (3) Breastfeeding/Nutrition;
 - (4) Safe Sleep;
 - (5) Connection to community resources to assist families in navigating SDOH negatively impacting their lived experiences; and
 - (6) Risks associated with Covid-19 and vaccination opportunities for families.
 - x) Home visits must be the primary mode of program delivery – The Program must conduct visits and provide services face-to-face in the family home when desired by families. Families may choose an alternate location of their choice if they are not comfortable with visits in their home. Telehealth and/or remote/virtual visits may be utilized to supplement or replace in-person visits at the request of the family or when extenuating circumstances require such a shift. Priority will be given to identified programs that provide the majority of services in person.
 - xi) The Program must have the ability to provide services during business hours, Monday through Friday, year-round, as well as outside of office hours as needed to meet the needs of the Enrolled Household.
 - xii) The Program must have the ability to provide language services as required by New York State.
- b) **Administration of the Program** – The Successful Respondent:
 - i) Must demonstrate active involvement with the Maternal Child Health Community and demonstrate ways to actively obtain community input. If an evidence-based program model requires a Community Advisory Board (CAB), at least one (1) member of the CAB must be a Monroe County Department of Public Health representative selected by the County. Must identify the minimum staffing requirements for the Program, and maintain a team of providers and staff (supervisory and support) as required to provide the services of the Program based upon the model and County data (Monroe

County experienced a total of [i.e., inclusive of Eligible Households] 7,420 live births in 2022; the three-year average for 2018 – 2020 was 7,734).

- ii) Must develop and maintain a staffing plan, including brief job descriptions and candidate requirements for each leadership position, drilled down to day-to day Program supervisors.
- iii) Must have sufficient staff, or develop a recruitment plan to hire sufficient staff, such that the Successful Respondent can fully administer the Program for the contract term(s).
- iv) Will, if affiliated with evidence-based program model(s) in any way, remain in good standing with the relevant model program(s) throughout the contract term(s);
- v) Will, whether or not affiliated with any model program(s), document and demonstrate reportable measures a continual basis throughout the contract term(s).
- vi) Can, or has developed a plan to, provide all staff with sufficient facilities and supplies, and sufficient electronic, telephone, and in-person conferencing capabilities such that staff may adequately administer the Program.
- vii) Has developed, or has created a plan to develop, adequate partnerships and collaborative relationships with relevant service providers and community stakeholders to sufficiently provide for the families serviced by the Program.
- viii) Will participate in quality assurance monitoring and improvement with the County as required by the RFP, the County, and any implemented program model(s).

c) Reporting Accountability.

- i) The Successful Respondent must provide reporting to the County at pre-determined intervals and as requested as set forth in the RFP, the proposal, and the contract.
 - (1) In addition to the reporting requirements of any implemented program model, the County will require reported data on the following:
 - (a) Individual-level patient and program data;
 - (b) Contacts with families, assessments, assessment outcomes, referrals made, other performance measures;
 - (c) Data points that might be required include items such as: Eligible birth population, scheduled home visits, declined schedule visits, supportive calls and home visits completed, follow-up home visits and substantive phone calls, caregiver ethnicity/race/age/educational level/marital status, caregiver/infant primary insurance, age of infant at home visit(s), zip codes served, total number of caregivers that declined services, post visit connection calls completed, total risk referrals assessed, number of risk related connections, number of risk related services received, visit satisfaction, indicators of Fidelity to the evidence based model, matrix reliability, and staffing information.
- ii) The Successful Respondent must have adequate infrastructure to collect, maintain, monitor, analyze and report data as required by the implemented program model and the County as part of the Program evaluation and quality improvement.

d) Growth and Sustainability of the Program

- i) Respondents must demonstrate planning to sustain the program past the funding period of 2025 and 2026, throughout Monroe County for years 2027 and beyond.

Applicants for Evidence-Based/Evidence-Informed and Innovative Programs

Must fall into two main categories:

- 1. Direct Intervention; or
- 2 . Community/Provider Support/Education/Collaboration

- a) **Outline Proposed Program.** The Successful Respondent will be responsible for identifying and administering an Evidence-Based, Evidence-Informed or Innovative program acceptable to the County

- i) The Successful Respondent must outline the following:

- (1) Program focus that addresses an identified need of mothers, newborns and their families.

- (2) Program workplan with rationale behind why this intervention has been chosen to address the identified needs of mothers, newborns and their families.
 - (3) Measurable outcomes the program is hoping to achieve with proposed intervention.
 - (4) Background data and/or information supporting how/why the proposed intervention will be successful.
 - ii) If the identified program model is evidence based, the Successful Respondent must maintain Fidelity to the identified program model throughout the term of the contract
 - iii) The Program must provide intervention and connection to services to improve the family's health and wellbeing in order to reduce health complications for mothers, newborns and their families.
 - iv) Respondents must identify a planned method and manner of identifying, determining eligibility of, and enrolling Eligible Households.
 - v) All Program services must be provided at no out-of-pocket cost to the Enrolled Households. It is expected that any billable services will be billed for as appropriate.
 - vi) The families serviced by the Program must agree to services on a voluntary basis.
 - vii) The Program must have the ability to provide services during business hours, Monday through Friday, year-round, as well as outside of office hours as needed to meet the needs of the Enrolled Household.
 - viii) The Program must have the ability to provide language services as required by New York State.
- b) **Administration of the Program – The Successful Respondent:**
- i) Must demonstrate active involvement with the Maternal Child Health Community and demonstrate ways to actively obtain community input. If an evidence-based program model requires a Community Advisory Board (CAB), at least one (1) member of the CAB must be a Monroe County Department of Public Health representative selected by the County.
 - ii) Must identify the minimum staffing requirements for the Program, and maintain a team of providers and staff (supervisory and support) as required to provide the services of the Program based upon the model and County data (Monroe County experienced a total of [i.e., inclusive of Eligible Households] 7,420 live births in 2022; the three-year average for 2018 – 2020 was 7,734).
 - iii) Must develop and maintain a staffing plan, including brief job descriptions and candidate requirements for each leadership position, drilled down to day-to day Program supervisors.
 - iv) Must have sufficient staff, or develop a recruitment plan to hire sufficient staff, such that the Successful Respondent can fully administer the Program for the contract term(s).
 - ii) Will, if affiliated with evidence-based program model(s) in any way, remain in good standing with the relevant model program(s) throughout the contract term(s);
 - v) Will, whether or not affiliated with any evidence-based program model(s), document and demonstrate reportable measures on a continual basis throughout the contract term(s).
 - vi) Can, or has developed a plan to, provide all staff with sufficient facilities and supplies, and sufficient electronic, telephone, and in-person conferencing capabilities such that staff may adequately administer the Program.
 - vii) Has developed, or has created a plan to develop, adequate partnerships and collaborative relationships with relevant service providers and community stakeholders to sufficiently provide for the families serviced by the Program.
 - viii) Can and will participate in quality assurance monitoring and improvement with the County as required by the RFP, the County, and any implemented program model(s).
- c) **Reporting Accountability.**
- i) The Successful Respondent must provide reporting to the County at pre-determined intervals and as requested as set forth in the RFP, the proposal, and the contract.
 - (1) In addition to any reporting requirements of implemented program model, the County will require reported data on the following:
 - (a) Successful Respondents will propose useful reporting measures based on proposed programmatic design and anticipated outcomes
 - (b) Reporting measures can be qualitative and/or quantitative in nature.

- ii) The Successful Respondent must have adequate infrastructure to collect, maintain, monitor, analyze and report data as required by the evidence-based model and the County as part of the Program evaluation and quality improvement.
- d) **Growth and Sustainability of the Program**
 - i) Respondents must demonstrate planning to sustain the program past the funding period of 2025 and 2026, throughout Monroe County for years 2027 and beyond.

Project Proposals

The County reserves the right to award multiple contract(s) pursuant to this RFP and/or make awards in one or more phases, or not to make awards at all. The County reserves the right to request clarification of any submitted information by one or more Respondents. With the consent of the related Respondent(s), the County may combine and/or separately award contracts that were proposed in the same or separate proposals. The County reserves the right to award and/or contract for additional services or sub-awards permitted under the ARPA Rules in conformance with applicable procurement requirements.

General ARPA Requirements

Monroe County will act in strict accordance with ARPA, its rules, applicable regulations, and guidance (generally, the “ARPA Rules”).

The County reserves the right to reject any proposal that it determines, in its sole discretion, does not comply with the ARPA Rules and/or proposes a use of SLFRF Funds that is grossly disproportionate to the harm caused by COVID-19. The County will determine whether a proposal complies with ARPA using one of two methods:

1. The proposal conforms to the US Department of the Treasury’s list of approved uses and population (*note: a full list of pre-approved uses may be found at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>*); or
2. The proposal (1) identifies a COVID-19 public health or economic impact, and (2) proposes a response that addresses or responds to the impact.

Reporting

The Program must provide documentation and data per the Evidence-Based model standards and in alignment with the RFP, the Response, the contract, and any New York State laws and/or regulations. The County will require all Successful Respondents to provide reports to the County in sufficient quantity and detail in order for the County to meet its interim reporting requirements, project and expenditure reporting requirements, and recovery plan performance reporting requirements under the ARPA Rules. Reports shall include, but shall not be limited to, information attached to this RFP as Appendix E.

Additional Performance Indicators and Evidence

Successful Respondents shall be required to report and will need to meet agreed upon outcome measures, performance indicators, programmatic data, Evidence-Based interventions, and program evaluations required by the County and the ARPA Rules.

M/WBE

In addition to the requirements set forth in Section 4, Respondents must take all necessary affirmative steps to assure that certified minority businesses, women’s business enterprises, and labor surplus area firms are utilized in their proposal when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Monroe County Department of Diversity, Equity, & Inclusion, Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Certification can be obtained through either New York State or Monroe County M/WBE certification processes. Instructions on how to obtain a Monroe County M/WBE certification may be found at: <https://www.monroecounty.gov/dei-mwbe>.

Evaluation Factors

Complete proposals that comply with the ARPA Rules will be evaluated under five (5) categories. A copy of the ARPA Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.

Additional Funding Opportunities

By submitting a proposal to this RFP, Respondent agrees that Monroe County may share Respondent's proposal with other potential funders, including but not limited to not-for-profit organizations, New York State, and/or federal governmental agencies. Notwithstanding the foregoing, Monroe County shall not share proprietary or business information marked as "**CONFIDENTIAL**" unless: (1) Respondent agrees to the disclosure; or (2) such disclosure is pursuant to legal, judicial, or administrative proceeding or otherwise as required by law. The County may also request Respondents to apply directly to or jointly apply with the County for additional funding opportunities. **In the event additional funding is secured, the County reserves the right to extend the funding term beyond December 31, 2026, to coincide with other funding requirements.**

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

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

Sealed proposals must be received at the address below on or before 3:00 PM Eastern Time, on May 23, 2025.

Kim Boedicker
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: 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 fourteen (14) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for ARPA Community Maternal Child Health Services."** The Respondent should also include an electronic copy of its full proposal in PDF format on a 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 ensure 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 subcontractors. Specifically, address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - a. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.
 - b. Documentation of Minority and Women-Owned Business Enterprise (MWBE) and/or Disadvantaged Business Enterprise (DBE) and/or certified Service-Disabled Veteran-Owned (SDVOB) ownership status.
 - c. Both the State and Federal governments have programs for the certification of small businesses that are owned by Veterans or Service-Disabled Veterans. The Federal program certifies Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business (SDVOSB), and the New York state program certifies Service-Disabled Veteran-Owned Business (SDVOSB). The goal of this requirement is to acknowledge local businesses that have achieved these designations. Respondents should provide documentation of certification, if applicable.

3. Total gross revenues of the company covering the last three years. The County reserves the right to request additional financial information during the proposal review process.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. 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.
6. 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, telephone number, and email address of contact person;
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, telephone number, and email address of contact person;
3. Résumés for the key personnel to be involved in providing services to the County.

E. Respondent's proposal. Please provide answers to the following prompts as part of your proposal:

1. Describe the model of planned program delivery.
2. Describe how the proposed program is consistent with your organization's mission, vision and priorities.
3. Describe history of collaboration with partners in the community. What current collaborations are in place to support the Program? What future collaborations would be required?
4. Does your organization currently provide maternal child health services? Do you have experience providing these services? If so, describe that experience.
5. Describe internal supports available to staff to support them in working with community affected by trauma and secondary trauma.
6. Describe the plan for program sustainability in 2027 and beyond.

7. If required by the proposed program model, what validated assessment tools will be used for standardized assessments?
 8. Describe activities including how Eligible Households will be identified and served, direct services and service modalities that will be provided to the Eligible Households, and the professional development and training that will be required of and provided to staff delivering those services.
 9. How will Eligible Households be identified? How will they be contacted to initiate services?
 10. Describe the plan to train and provide supervision to staff, and the plan to maintain any licensure requirements and to meet any continuing education requirements.
 11. Describe the accounting processes that will be used for program implementation.
 12. Describe any affiliation agreements or credentialing applicable to the proposed program. Include any documentation provided by the model program, if any, for implementation of the Program.
- F. Cost Proposal.** Respondent must provide a detailed budget of the anticipated costs/operating budget required for Program operation for year 2025 and 2026. Respondents should indicate whether and how they intend to obtain and use outside funding sources such as grants and philanthropic endowments or insurance revenue. An Excel version of Appendix F – Program Budget template, can be obtained by email request to the RFP Coordinator, Kim Boedicker: kimboedicker@monroecounty.gov. Please note that the County reserves the right to negotiate any and all proposed costs. See Section 2.2.
- G. Certifications Regarding Debarment and Procurement Policy.** Respondents and proposed subcontractors 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. Equal Pay Certification.** Respondents and proposed subcontractors must print, sign, and submit with the proposal Appendix C: Monroe County Equal Pay Certification.
- 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 5.12 of this RFP.
- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 5, 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.
- M. MWBE & SDVOB Utilization Plan.** Each Respondent shall prepare and submit a Utilization Plan (Appendix D) in connection with its proposal and the proposed Contract. The Utilization Plan shall identify Certified Businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such Certified Businesses, if known, which the Respondent intends

to use in connection with the Respondent's performance of the proposed Contract. The Utilization Plan shall specifically contain a list, including the name, address, and telephone number, of each Certified Business with which the Respondent intends to subcontract.

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(s) with whom a contract may be signed. Complete proposals that comply with the ARPA Rules will be evaluated under five (5) equally weighted categories. A copy of the ARPA Funding Opportunities Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.
- 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. Selected Respondents will also be required to provide additional information, including but not limited to providing evidence that they have an active registration with the System for Award Management ("SAM") pursuant to 2 CFR Part 25, as part of the contract approval process.

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 – MWBE & SDVOB REQUIREMENTS

4.1 MWBE Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least twelve percent (12%) of the total cost of services to Minority-Owned Business Enterprises that are Certified Businesses (“MBE”) and three percent (3%) of the total cost of services to Women-Owned Business Enterprises that are Certified Businesses (“WBE”) each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract. This Section and the successful Respondent’s Contract shall be subject to the requirements of Chapter 26 of the Monroe County Code (Gantt’s Law for Utilization of Minority and Women-Owned Businesses).

In the event a Respondent is a MBE, such Respondent shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Respondent is a WBE, such Respondent shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Respondent is both a MBE and WBE, the Respondent shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

4.2 Definitions

“Certified Business” – shall mean a business verified as a Minority or Women-Owned Business Enterprise pursuant to § 26-4 of the Monroe County Code and/or a business certified by New York State pursuant to Article 15-a of the New York State Executive Law.

“Minority Group Members” – shall mean a United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups:

1. Black persons having origins in any of the Black African racial groups;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American Descent of either Indian or Hispanic origin, regardless of race;
3. Native American or Alaskan native persons having origins in any of the original peoples of North America;
4. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

“Minority-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more minority group members;
2. an enterprise in which such minority ownership is real, substantial and continuing;

3. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

“Utilization Plan” - shall mean a plan prepared by each Respondent and submitted in connection with its proposal and the proposed Contract. The utilization plan shall identify certified businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such certified businesses, if known, which the Respondent intends to use in connection with the Respondent’s performance of the proposed Contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified Business with which the Respondent intends to subcontract.

“Women-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
2. an enterprise in which the ownership interest of such women is real, substantial and continuing;
3. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

4.3 Waivers

Any requests for waivers from these requirements shall be governed by § 26-12 of the Monroe County Code. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.1, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County’s interest to permit subcontracting under the proposed Contract.

4.4 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent’s proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent’s Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.5 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated § 26-12 of the Monroe County Code, including but not limited to a failure or refusal to comply with Minority and Women-Owned Business Enterprise participation requirements as set forth in the County Contract, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

4.6 SDVOB Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least six (6%) of the total cost of services to Certified SDVOB Firms each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract.

Respondents that are Certified SDVOB Firms will be allowed to include their own participation towards meeting the Certified SDVOB Firms participation goals established for this project.

4.7 Definitions

"Certified SDVOB Firms" – shall mean Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.

"Federal SDVOSB Certified Firms" – shall mean Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.

"SDVOB Utilization Plan" – shall mean a plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.

"State SDVOB Certified Firms" – shall mean Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

4.8 Waivers

If a Respondent is unable to show obtainment of program goals when submitting the utilization plan, the Respondent must submit a Request for SDVOB Utilization Waiver with the proposal. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If

the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the proposal may be disqualified as non-responsive. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.6, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County's interest to permit subcontracting under the proposed Contract.

4.9 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent's proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent's Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.10 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated an approved SDVOB Utilization Plan, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

SECTION 5 - GENERAL INFORMATION FOR THE RESPONDENT

5.1 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.

5.2 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.K. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

5.3 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.

5.4 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.

5.5 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.

5.6 Contract Payment

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

5.7 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.

5.8 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.

5.9 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.

5.10 Incurring Costs

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

5.11 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.

5.12 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.

5.13 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 Legislature of the County of Monroe by Resolution Number ____ of 20____, authorized the County Executive, or his 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:

A.

B.

C.

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 _____
Adam J. Bello, County Executive

CONTRACTOR

By _____
Name:
Title:

Contractor's Federal ID Number or Social
Security Number

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

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared ADAM J. BELLO, 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 he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

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 AND FAMILY LEAVE BENEFITS

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. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. 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 shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

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

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors 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 as, 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 therefor. 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 AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, 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, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. 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 further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) 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, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/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 subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, 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 the 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 REGULATORY 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. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. 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. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

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

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the 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 16. SEVERABILITY

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

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the 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 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, 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 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. 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.

-----END OF PAGE-----

APPENDIX B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

APPENDIX C

MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

9/4/2020

Appendix D

MWBE & SDVOB Utilization Plan

<u>Bidder/Contractor's Detailed MBE/WBE/SDVOB Utilization Plan</u>											
Bidder/Contractor Information						BID/RFP/RFQ Title					
Company Name											
POC Name											
Phone											
E-Mail											
<u>Projected MBE/WBE/SDVOB Spending Summary</u>											
Total Bid/Contract Value											
Minority Business Enterprise (MBE)			Women Business Enterprise (WBE)			Service Disabled Veteran Owned Business (SDVOB)					
MBE Goal Percentage		12%		WBE Goal Percentage		3%		SDVOB Goal Percentage		6%	
MBE Goal Amount		\$		WBE Goal Amount		\$		SDVOB Goal Amount		\$	
MBE Utilization Amount		\$		WBE Utilization Amount		\$		SDVOB Utilization Amount		\$	
MBE Utilization Percentage		%		WBE Utilization Percentage		%		SDVOB Utilization Percentage		%	
MBE Utilization Shortfall		\$		WBE Utilization Shortfall		\$		SDVOB Utilization Shortfall		\$	
<u>Contractor Utilization Plan Checklist</u>											
Utilization Plan:		Please be specific and provide detail of work being performed by MBE/WBE/SDVOB									
Letters of Intent:		Signed form must be submitted for each MBE/WBE/SDVOB listed on the plan.									
Waiver Request:		Must be submitted if there are any dollar amounts listed under "Utilization Shortfall"									
DEI Use Only											
Plan Approved ☐		Plan Disapproved ☐		Waiver Granted ☐		Waiver Denied ☐					
By:						Date:					

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION

PLAN SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION II-WBE PARTICIPATION

WBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION III - SDVOB PARTICIPATION

SDVOB FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS		DATE OF CONTRACT		
		SCHEDULE START DATE		
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME		CONTRACT AMOUNT		
ADDRESS		DATE OF CONTRACT		
		SCHEDULE START DATE		
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				
NAME		CONTRACT AMOUNT		
ADDRESS		DATE OF CONTRACT		
		SCHEDULE START DATE		
CERTIFICATION		PAYMENT SCHEDULE		
CONTACT PERSON		COMPLETION DATE		
PHONE				
EMAIL				

MBE/WBE/SDVOB LETTER OF INTENT

PROJECT: _____

TO: _____
(Name of Bidder)

_____ intends to perform work on the above project as a: (Check one):

(MBE/WBE/SDVOB Subcontractor)

☐

MBE

☐

WBE

☐

SDVOB

The above-identified (MBE/WBE/SDVOB) is prepared to perform the following described work in connection with the above project:

at the following price: _____.

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: _____

Completion Date: _____

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-M/WBE/SDVOB contractors or non-M/WBE/SDVOB suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

Date

Name of M/WBE-SDVOB Contractor

Authorized Signature



APPLICATION FOR WAIVER OF MBE/WBE/SDVOB PARTICIPATION GOAL

Section 1: Basic Information					
Contractor's Name:				E-Mail Address:	
Street Address:				Telephone:	
City, State, Zip Code				Bid/RFQ/RFP Title:	
MBE Goal %12		WBE Goal 3%		SDVOB Goal 3%	
Section 2: Type of MBE/WBE/SDVOB Waiver Requested (Check Appropriate Boxes)					
MBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised MBE percentage:		
WBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised WBE percentage:		
SDVOB Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised SDVOB percentage:		
Please explain the reason for the waiver request (additional pages may be attached):					
Section 3: Supporting Documentation					
Provide the following documentation as evidence of your best efforts to meet the MBE/WBE/SDVOB goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and copies of the notice of application receipt.					
☐ Attachment A. List of the general circulation, trade and MBE/WBE/SDVOB-oriented publications and dates of publications soliciting for certified MBE/WBE/SDVOB participation as a subcontractor/supplier and copies of such solicitation. ☐ Attachment B. List of the certified MBE/WBE/SDVOB appearing in the NY State M/WBE and SDVOB directories, the Federal SDVOSB Directory and the Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MBE/WBE/SDVOB s. Describe specific reasons that responding certified MBE/WBE/SDVOBs were not selected for subcontracting. ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MBE/WBE/SDVOBs. ☐ Attachment D. Description of the negotiations between the contractor and certified MBE/WBE/SDVOB s for the purposes of complying with the MBE/WBE/SDVOB goals of this contract. ☐ Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified MBE/WBE/SDVOB. ☐ Attachment F. Waiver Pending ESD, OGS, or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified MBE/WBE/SDVOB, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD), Office of General Services (OGS) or an application statement form DEI/M/WBE-SDVOB: _____ ☐ Attachment G: List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. ☐ Attachment H. Other information deemed relevant to the request.					
Section 4: Signature and Contact Information					
By signing and submitting this form, the contractor certifies that best efforts were made to promote MBE/WBE/SDVOB participation pursuant to the MBE/WBE/SDVOB requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.					
Prepared By: (Signature)					Date:

FOR DEI USE ONLY

Reviewed By:

Date:

Decision

- ☐ Full MBE waiver granted
☐ Partial MBE waiver granted: revised MBE goal ____%
☐ MBE waiver denied
☐ Full WBE waiver Granted
☐ Partial WBE waiver granted: revised WBE goal ____%
☐ WBE waiver denied
☐ Full SDVOB waiver granted
☐ Partial SDVOB waiver granted: revised MBE goal ____%
☐ SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments:

FOR Monroe County DEI ONLY

Reviewed By:

Date:

Waiver Granted:

- ☐ Yes ☐ No
☐ MBE ☐ WBE ☐ SDVOB
☐ Total Waiver
☐ Partial Waiver
☐ ESD/OGS/Monroe County Certification Waiver
☐ *Conditional
☐ *Notice of Deficiency Issued

Comments

MONROE COUNTY MBE/WBE/SDVOB MONTHLY REPORT

PROJECT: _____ **Your Firm Name:** _____

CONTRACT: _____ **Contact Person:** _____

CURRENT MONTH: _____ **Phone Number:** _____

FIRM NAME	MBE/WBE/ SDVOB	ESTIMATED CONTRACT CURRENT AMOUNT	PAYMENTS PRIOR TO CURRENT MONTH	PAYMENTS CURRENT MONTH	ESTIMATED DOLLAR VALUE OF REMAINING WORK	CONTRACT STATUS C - Date Completed E - Est. Comp. Date	DESCRIPTION OF WORK DONE AND SUB- CONTRACTOR'S PERFORMANCE: INDICATE D-M-Y (SEE NOTE #1)

NOTES: 1. If no comments are provided, it is assumed performance is acceptable.
 2. Attach to this the monthly copies of canceled checks or other proof of payment to the MBE/WBE/SDVOB.

MBE/WBE/SDVOB AFFIDAVIT OF PAYMENT

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

_____, BEING DULY SWORN, deposes and says:

1. I am the _____ of _____
(CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.
2. That CONTRACTOR entered into a contract dated _____ with _____
(Subcontractor) for the performance of the following scope of services:

3. That Subcontractor is believed by CONTRACTOR to be a bona fide minority or women's business enterprise (MBE or WBE respectively) as defined by the Agreement between the CONTRACTOR and the OWNER for

(Contract Name or Title)
4. That the Subcontractor did actually perform the services described above.
5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor _____ (\$ _____) and that said sum represents all sums due and owing to date for the Subcontractor's performance except _____ (\$ _____) which remains unpaid because

6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.
7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the CONTRACTOR has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

CONTRACTOR: _____

By: _____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that he resides in _____; that he/she is the _____ of the _____, Corporation described herein and which executed the foregoing instrument; and that he/she knows the Seal of said Corporation; that the seal affixed to the instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____ and he/she duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

APPENDIX E
Reports

ARPA Community Maternal Child Health Services

Reports will be submitted electronically in accordance with the schedule set forth in the grant agreement. Information that will be requested by the County and provided by the Successful Respondent will include, but may not be limited to:

Home Visitation Applicants:

- (1) If the identified program model is evidence based, providing copies of all reporting as required by the evidence-based model.
- (2) , the County will require reported data on the following:
 - (a) Quarterly:
 - (i) Individual-level patient data:
 1. Unique Client Id
 2. Age
 3. Race
 4. Gender Identity
 5. Disability Status
 6. Veteran Status
 7. Identify as LGBTQ+
 8. Household Yearly Income (include sources)
 9. Unique Infant Id
 10. Infant Race
 11. Infant Gender
 12. # of Household members
 13. Preferred Language
 14. Zip Code
 - (ii) and program data;
 1. Contacts with families
 2. assessments
 3. assessment outcomes
 4. referrals made
 5. other performance measures
 - (iii) Data points that might be required include items such as:
 1. Eligible birth population
 2. scheduled home visits
 3. declined schedule visits
 4. supportive calls and home visits completed
 5. follow-up home visits and substantive phone calls
 6. caregiver ethnicity/race/age/educational level/marital status
 7. caregiver/infant primary insurance

8. age of infant at home visit(s)
 9. zip codes served
 10. total number of caregivers that declined services
 11. post visit connection calls completed
 12. total risk referrals assessed
 13. number of risk related connections
 14. number of risk related services received
 15. visit satisfaction
 16. indicators of Fidelity to the evidence-based model, matrix reliability, and staffing information.
- (iv) Narrative report - no longer than 1 page
1. Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 2. Do you have any questions, concerns or recommendations you would like to share?
- (v) Project Obligations and Expenditures
1. Current period obligation
 2. Cumulative obligation
 3. Current period expenditure
 4. Cumulative expenditure
- (vi) Program Income earned and expended (if any)
- (vii) Budget Report -See attachment

Evidence-Based/Evidence-Informed and Innovative Program Applicants:

- (1) The County will require reported data on the following:
 - (a) Successful Respondents will propose useful reporting measures based on proposed programmatic design and anticipated outcomes which shall be reported quarterly.
 - (b) Narrative report - no longer than 1 page
 - (i) Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 - (ii) Do you have any questions, concerns or recommendations you would like to share?
 - (c) Project Obligations and Expenditures
 - (i) Current period obligation
 - (ii) Cumulative obligation
 - (iii) Current period expenditure
 - (iv) Cumulative expenditure
 - (d) Program Income earned and expended (if any)
 - (e) Budget Report -See attachment

APPENDIX F: ARPA - COMMUNITY MATERNAL CHILD HEALTH PROGRAM BUDGET						BUDGET GUIDE
Respondent Name						All colored and shaded cells are locked
PERSONNEL						<i>Please use whole dollar amounts on the budget</i>
Job Position/Title	Rate per hour	Program Specific Hours per week	\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	PERSONNEL - If you are requesting funding for salary, it should be broken down as shown. We need to know the employees hourly rate, hours worked per week, annual salary and what % of that salary is being requested (this is also the % of time that employee should be devoting to the program).
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
Total Personnel (incl. Fringe)			\$	\$	\$	The salary totals will auto populate and should reflect the cumulative totals of all employees salaries (blue) and all salary funds being requested (green)
OPERATING COSTS						OPERATING COSTS - In this section you need to categorize any expenses that are eligible for reimbursement, we want to see as detailed a list as possible to help determine what is eligible at what isn't, if you run out of space then the NOTES tab can be utilized. Along with the list we need to see the overall cost of each item and how much of that cost you are requesting from Monroe County. <i>You should also include all other costs involved in the operation - even if not being requested - to reflect the true overall cost of running the program (please see the example).</i> The total cost of the listed items (blue) and the total amount requested for those items (green) will auto populate here.
Type	Itemized List of Reimbursable Expenses		\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	
Supplies			\$	\$	\$	
Equipment			\$	\$	\$	
Rent/Lease			\$	\$	\$	
Insurance			\$	\$	\$	
Printing			\$	\$	\$	
Phone			\$	\$	\$	
Travel			\$	\$	\$	
Other			\$	\$	\$	
Total Operating Costs			\$	\$	\$	
OTHER ASSOCIATED COSTS						CONTRACT SERVICES - In this section show the cost of the services provided by your program, the more detailed you can be the less follow up will be required. The breakdown should include what the service is, reasoning for the cost, the total of that cost and the amount of funding you are requesting for each. <i>As before, you should also include the cost of non requested services to give a true representation of the overall program cost.</i> The total cost of services (blue) and total of the services request (green) will auto populate here.
Provide Details/Reasoning			\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
Other Associated Costs Total			\$	\$	\$	
TOTAL FUNDING REQUEST			\$	\$	\$	The total program cost (blue) is a cumulation of the totals from personnel, operating costs and contract services and should include all non-requested costs as mentioned previously. The Request (green) is also the cumulative totals of the amounts requested in the aforementioned sections and should match exactly to the amount of funds requested in your application.
ALL OTHER FUNDING SOURCES						OTHER FUNDING SOURCES - Please show all other sources of funding related to this particular program, the amounts when added to the request should cover the total cost of the project as shown in the example.
Please list ALL other funding sources that will be used towards this program						
Type	Amount	Source				
Federal Funds	\$					
State Funds	\$					
Local/Municipal Funds	\$					
Private Funds	\$					
Other (please Specify)	\$					
Other (please Specify)	\$					
Other (please Specify)	\$					
TOTAL		\$				

APPENDIX G
ARPA Funding Opportunities Application Scoring Matrix
ARPA Community Maternal Child Health Services

Total Points Possible – 100

5 pts/exemplary 4 pts/very good 3 pts/good 2 pts/fair 1pt/poor 0 pts/nonresponsive

<u>QUALIFYING QUESTIONS</u>	YES	NO
Is the agency authorized to do business in New York State?		
Does this proposal qualify for funding under ARPA requirements?		
Does the program advance one of the 3 goals outlined by Monroe County's Recovery Agenda?		

<u>WHAT IS THE PROGRAM'S COMMUNITY IMPACT?</u>	Max Points Available	Points Awarded
How many individuals are estimated to be served each year (2025 and 2026)?	5	
Does the proposal clearly indicate how the proposed program will foster healthy activities in the community in order to improve health outcomes for individuals, children, parents and/or families throughout Monroe County?	5	
Has the Respondent demonstrated planning to sustain the proposed program past the funding period of 2025 and 2026, throughout Monroe County for years 2027 and beyond?	5	
Does the proposal include utilizing certified minority-owned, women-owned, or veteran-owned businesses located in Monroe County?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM COLLABORATIVE?</u>	Max Points Available	Points Awarded
Does the proposal advance or work in conjunction with any other community projects or organizations?	5	
Has the Respondent successfully worked with related community partners on a project or on any other initiative in the past five (5) years?	5	
Does the proposal demonstrate leverage and match of other committed financial and in-kind external resources?	5	
Is the Respondent a recognized contributor to the Maternal Child Health community in Monroe County?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM EQUITABLE?</u>	Max Points Available	Points Awarded
Does the proposal provide an adequate plan to target and engage historically underserved and minority populations in Monroe County?	5	
Does the Respondent demonstrate a successful history of individual and/or community engagement?	5	
Does the proposed program adequately identify methods aimed to foster health related activities at individual, family and/or community levels to reduce disparities in maternal and child health outcomes?	5	
The proposed program will not have any undue costs, fees, financial requests or other obligations to participants that would be asked of targeted individuals or the community.	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM STRATEGIC?</u>	Max Points Available	Points Awarded
Does the Respondent demonstrate the administrative and fiscal capacity to implement the proposed program, including capacity to hire and train sufficient staff to carry out the program?	5	
The respondent demonstrates the aptitude and strategic approach to create, build upon, and sustain the proposed project.	5	
Does the respondent demonstrate the ability to track, manage and report on the outcomes of the proposed project?	5	
Does the budget narrative demonstrate that costs are feasible and that funding will be expended per funding deadline? Does the proposal demonstrate responsible/effective use of existing financial and in-kind external resources?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
Does this project offer a transformative impact in one of the three (3) goals established by the Bring Monroe Back structure?	5	
Will the long-term effects of this project continue to positively impact Monroe County residents beyond 2026?	5	
Would this project/scope be possible without ARPA funding?	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	20	

TOTAL POINTS SCORED _____

Attachment F

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

ARPA Safe Neighborhoods: Training for Violence Prevention

Release Date: April 18, 2025

Response Deadline: May 16, 2025



Monroe County
Department of Public Health
111 Westfall Road
Rochester, NY 14614
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax or email 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
E-mail: kimboedicker@monroecounty.gov

RFP **ARPA Safe Neighborhoods: Training for Violence Prevention**

Company: _____
Address: _____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response: _____
Project capacity. _____
Cannot bid competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with Monroe County. _____
***Other:** _____

Suggested changes to RFP _____
Specifications for next _____
Request for Proposals. _____

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

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals for the ARPA Safe Neighborhoods: Training for Violence Prevention. 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.

Pending final approval from the Monroe County Legislature, the County’s objective is to enter into a one-year agreement with the option to renew through December 31, 2026. **PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026. NO ADDITIONAL OPTIONS TO RENEW PAST DECEMBER 31, 2026 SHALL BE AVAILABLE.**

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 <https://contracts.monroecounty.gov/bid/list/rfps> will receive addenda if issued.

1.3 County’s Rights and 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 Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so. The County maintains the option to expand these types of services to other County projects, departments, and divisions as needed.

1.4 Time Line

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

- This RFP will be distributed on April 18, 2025.
- 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 April 25, 2025.
- All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County website. These will be sent out to all Respondents who received the original RFP on or before May 2, 2025.
- **Final RFP submissions must be received by 3:00 PM ET on May 16, 2025** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 755,000 residents. The County is comprised of 19 towns, 10 villages, and the City of Rochester, the fourth largest city in New York State.

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

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1.3 billion. County government provides a variety of services, including: general government, public safety, health and human services, economic development, recreation, transportation and environmental services. The County operates a small-hub airport; a 566-bed skilled nursing facility; four sewer districts for sanitary and stormwater management including two treatment plants; a solid waste landfill, transfer/haul station, and recycling center; an AZA-accredited zoo, and three municipal golf courses. Under the governance of an elected 29-member County Legislature, the County is structured among four elected offices, eleven operating departments, and eight staff departments.

SECTION 2 – SCOPE OF WORK

2.1 Overview

The City of Rochester, located in Monroe County, New York, has been under a local State of Emergency since the summer of 2022. This is in response to heightened gun violence that poses a threat to city residents and visitors. Our community has one of the highest rates of violent crime involving a firearm in New York, and our per-capita homicide rate is higher than any other city in the state. It is notable that the same neighborhoods most impacted by the COVID-19 Pandemic have seen a greater rise in violence. The residents in these neighborhoods have a heightened sense of danger and insecurity that negatively affects their daily lives, interfering with work, recreation and educational endeavors.

The Monroe County Department of Public Health (MCDPH) recognizes that violence is not only a public safety problem, but a public health problem as well. It is an epidemic that can be addressed, in part, through evidence-based disease prevention and control interventions used throughout the world.

The MCDPH also recognizes that there are multiple agencies in our community already invested in working on this issue. Over the past two years the MCDPH has developed relationships and had many conversations with these community-based organizations engaged in this work, and has completed a rigorous community assessment. A need that has been identified is for consistent training to be available to agency staff who are in the community doing the work.

Monroe County is seeking proposals to provide trainings with a demonstrated history of success in similar settings. In order to achieve sustainability of the training center, the successful respondent will not only provide the initial trainings but will also work with MCDPH to train local actors to equip them with the necessary skills, experience, and knowledge to perform the trainings locally as part of the continuing MCDPH violence prevention efforts.

2.2 Detailed Scope of Work

The goal of this project is two-fold: (1) to provide training for workers who are in the community and their supervisors, and (2) to develop a sustainable training center to continue the training going forward.

Objectives/Deliverables:

- A. The Proposal shall include a clear outline of proposed training courses and a clear and concise summary of the content of each training module. Training modules shall include:
 - 1. Program Management Training that will provide management-level staff with knowledge and skills needed to recruit, train and retain Violence Interrupters & Outreach Workers;
 - 2. Use of data and strategic planning in this work; and
 - 3. Violence Interruption and Reduction Training, including changing norms in individuals and the community and operationalizing the work.
- B. The Proposal shall include a detailed plan for selecting and training individuals from the community in a well-developed Train the Trainer program, along with a proposal for sustainability.
- C. The successful Respondent shall demonstrate:
 - 1. Understanding of Violence as a public health issue;
 - 2. Understanding of the application of the principles of disease control to violence; and

3. Ability to provide trainers with appropriate experience and demonstrated success in delivering the curriculum. Please indicate relevant background, training and experience of key trainers and leadership staff.
- D. Respondents who base their proposals on evidence and data and have demonstrated success in the field of gun violence prevention will be given preference.

Requirements for Selected Respondents:

Selected Respondent(s) will be expected to complete the following after the County awards a grant to the selected Respondent:

- A. Program Model.** The selected Respondent will be responsible for identifying, describing and administering a program model acceptable to the County.
1. Services provided must follow their identified program model.
 2. If the identified program model is evidence based, the Successful Respondent must maintain Fidelity to the identified program model throughout the term of the contract.
 3. Selected Respondents must identify a planned means of screening training applicants for eligibility and appropriateness for the program.
 4. Selected Respondents must identify a planned method and manner of engaging individuals eligible for training.
 5. All Program services must be provided at no cost to the enrolled individuals.
 6. The individuals trained by the Program must agree to training on a voluntary basis.
 7. Initial encounters with trainees must include an assessment of learning needs identified by the client and the program and a plan to meet those needs.
 8. Training modules should include identifying/recognizing common risk factors as they relate to the risk of violence, including:
 - a. Intimate Partner Violence;
 - b. Substance use disorders;
 - c. Mental health disorders;
 - d. Connection to health and community services;
 - e. Assessment of how Social Determinants of Health (“SDOH”) impact each family’s lived experiences; and
 - f. Risks related to continuing impacts of the COVID-19 pandemic.
 9. The training program must show a clear progression that prepares the trainees to work directly with residents in their neighborhoods to gather information, develop relationships, mediate conflicts and gradually shift community norms.
 10. The Program must provide support, guidance, and resources to enrolled trainees on the following as it applies to the identified program model:
 - a. Connection to community resources to assist families in navigating SDOH negatively impacting their lived experiences; and

b. Risks associated with Covid-19 and vaccination opportunities for families.

11. Services must be delivered in a setting that is accessible to the trainees.

12. The Program must identify their hours of operation.

13. The Program must have the ability to provide language services as required by New York State.

B. Administration of the Program. The selected Respondent:

1. Must identify the minimum staffing requirements for the Program, and maintain a staff (supervisory and support) as required to provide the services of the Program based upon their model and the RFP Response, for the contract term(s);
2. Must maintain a staffing plan, including brief job descriptions and candidate requirements for each position;
3. Will, if affiliated with an evidence-based program model, remain in good standing with the relevant model program throughout the contract term(s);
4. Will, whether or not affiliated with any model program(s), document and demonstrate reportable measures on a continual basis throughout the contract term(s);
5. Will provide all staff with sufficient facilities and supplies, and sufficient electronic, telephone, and in-person conferencing capabilities such that staff may adequately deliver the Program;
6. Will have or develop adequate partnerships and collaborative relationships with relevant service providers and community stakeholders to provide referrals and linkage for the clients served by the Program; and
7. Will participate in community collaborations, partnerships and/or coalitions with the County and other agencies as needed to advance community efforts in the area of gun violence prevention.

C. Reporting Accountability.

1. The selected Respondent must provide reporting to the County at pre-determined intervals and as requested as set forth in the RFP, the proposal, and the contract.
 - a. The County will require reported data on the following:
 - (a) Individual-level client and program data;
 - (b) Contacts with families, assessments, assessment outcomes, referrals made, other performance measures;
 - (c) Data points that will be required will be determined by the County, by ARPA requirements and potentially by any existing Data sub-group of existing community coalitions. Examples of data points that might be required include: scheduled training modules, attendance, missed trainings; demographic data such as ethnicity/race/age/educational level/marital status/zip codes of trainees; total number of individuals that completed/ failed to complete training; and
 - (d) Programs will be expected to maintain data that supports their stated outcomes.
2. The selected Respondent must have adequate infrastructure to collect, maintain, monitor, analyze and report data as required by the implemented program model and the County as part of the Program evaluation and quality improvement.

D. Growth and Sustainability of the Program.

1. Respondents should demonstrate planning to sustain the program past the funding period of 2025 and 2026, throughout Monroe County for years 2027 and beyond.

Project Proposals

The County reserves the right to award multiple contract(s) pursuant to this RFP and/or make awards in one or more phases. The County reserves the right to request clarification of any submitted information by one or more Respondents. With the consent of the related Respondent(s), the County may combine and/or separately award contracts that were proposed in the same or separate proposals. The County reserves the right to award and/or contract for additional services or sub-awards permitted under the ARPA Rules in conformance with applicable procurement requirements.

General ARPA Requirements

Monroe County will act in strict accordance with ARPA, its rules, applicable regulations, and guidance (generally, the “ARPA Rules”).

The County reserves the right to reject any proposal that it determines, in its sole discretion, does not comply with the ARPA Rules and/or proposes a use of SLFRF Funds that is grossly disproportionate to the harm caused by COVID-19. The County will determine whether a proposal complies with ARPA using one of two methods:

1. The proposal conforms to the US Department of the Treasury’s list of approved uses and population (*note: a full list of pre-approved uses may be found at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>*); or
2. The proposal (1) identifies a COVID-19 public health or economic impact, and (2) proposes a Response that addresses or responds to the impact.

Reporting

The Program must provide documentation and data per any relevant Evidence-Based model standards and in alignment with the RFP, the Response, the contract, and any New York State laws and/or regulations. The County will require all Successful Respondents to provide reports to the County in sufficient quantity and detail in order for the County to meet its interim reporting requirements, project and expenditure reporting requirements, and recovery plan performance reporting requirements under the ARPA Rules.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

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

Sealed proposals must be received at the address below on or before 3:00 PM Eastern Time, on May 16, 2025.

Kim Boedicker
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: 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 twelve (12) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for ARPA Safe Neighborhoods: Training for Violence Prevention."** The Respondent should also include an electronic copy of its full proposal in PDF format on a 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 ensure 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 subcontractors. Specifically, address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - a. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.
 - b. Documentation of Minority and Women-Owned Business Enterprise (MWBE) and/or Disadvantaged Business Enterprise (DBE) and/or certified Service-Disabled Veteran-Owned (SDVOB) ownership status.
 - c. Both the State and Federal governments have programs for the certification of small businesses that are owned by Veterans or Service-Disabled Veterans. The Federal program certifies Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business (SDVOSB), and the New York state program certifies Service-Disabled Veteran-Owned Business (SDVOSB). The goal of this requirement is to acknowledge local businesses that have achieved these designations. Respondents should provide documentation of certification, if applicable.

3. Total gross revenues of the company covering the last three years. The County reserves the right to request additional financial information during the proposal review process.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. 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.
6. 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, telephone number, and email address of contact person;
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, telephone number, and email address of contact person;
3. Résumés for the key personnel to be involved in providing services to the County.

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

1. its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

F. Cost Proposal. Respondent must provide a detailed budget of the anticipated costs/operating budget

required for Program operation for year 2025 and 2026. Respondents should indicate whether and how they intend to obtain and use outside funding sources such as grants and philanthropic endowments or insurance revenue. An Excel version of Appendix H – Program Budget template, can be obtained by email request to the RFP Coordinator, Kim Boedicker: kimboedicker@monroecounty.gov. Please note that the County reserves the right to negotiate any and all proposed costs. See Section 2.2.

- G. Certifications Regarding Debarment and Procurement Policy.** Respondents and proposed subcontractors 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. Equal Pay Certification.** Respondents and proposed subcontractors must print, sign, and submit with the proposal Appendix C: Monroe County Equal Pay Certification.
- 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 5.12 of this RFP.
- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 5, 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.
- M. MWBE & SDVOB Utilization Plan.** Each Respondent shall prepare and submit a Utilization Plan (Appendix D) in connection with its proposal and the proposed Contract. The Utilization Plan shall identify Certified Businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such Certified Businesses, if known, which the Respondent intends to use in connection with the Respondent's performance of the proposed Contract. The Utilization Plan shall specifically contain a list, including the name, address, and telephone number, of each Certified Business with which the Respondent intends to subcontract.

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(s) with whom a contract may be signed. Complete proposals that comply with the ARPA Rules will be evaluated under five (5)

equally weighted categories. A copy of the ARPA Funding Opportunities Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.

- 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. Selected Respondents will also be required to provide additional information, including but not limited to providing evidence that they have an active registration with the System for Award Management (“SAM”) pursuant to 2 CFR Part 25, as part of the contract approval process.

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 – MWBE & SDVOB REQUIREMENTS

4.1 MWBE Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least twelve percent (12%) of the total cost of services to Minority-Owned Business Enterprises that are Certified Businesses (“MBE”) and three percent (3%) of the total cost of services to Women-Owned Business Enterprises that are Certified Businesses (“WBE”) each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract. This Section and the successful Respondent’s Contract shall be subject to the requirements of Chapter 26 of the Monroe County Code (Gantt’s Law for Utilization of Minority and Women-Owned Businesses).

In the event a Respondent is a MBE, such Respondent shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Respondent is a WBE, such Respondent shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Respondent is both a MBE and WBE, the Respondent shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

4.2 Definitions

“Certified Business” – shall mean a business verified as a Minority or Women-Owned Business Enterprise pursuant to § 26-4 of the Monroe County Code and/or a business certified by New York State pursuant to Article 15-a of the New York State Executive Law.

“Minority Group Members” – shall mean a United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups:

1. Black persons having origins in any of the Black African racial groups;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American Descent of either Indian or Hispanic origin, regardless of race;
3. Native American or Alaskan native persons having origins in any of the original peoples of North America;
4. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

“Minority-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more minority group members;
2. an enterprise in which such minority ownership is real, substantial and continuing;

3. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

“Utilization Plan” - shall mean a plan prepared by each Respondent and submitted in connection with its proposal and the proposed Contract. The utilization plan shall identify certified businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such certified businesses, if known, which the Respondent intends to use in connection with the Respondent’s performance of the proposed Contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified Business with which the Respondent intends to subcontract.

“Women-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
2. an enterprise in which the ownership interest of such women is real, substantial and continuing;
3. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

4.3 Waivers

Any requests for waivers from these requirements shall be governed by § 26-12 of the Monroe County Code. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.1, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County’s interest to permit subcontracting under the proposed Contract.

4.4 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent’s proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent’s Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.5 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated § 26-12 of the Monroe County Code, including but not limited to a failure or refusal to comply with Minority and Women-Owned Business Enterprise participation requirements as set forth in the County Contract, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

4.6 SDVOB Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least six (6%) of the total cost of services to Certified SDVOB Firms each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract.

Respondents that are Certified SDVOB Firms will be allowed to include their own participation towards meeting the Certified SDVOB Firms participation goals established for this project.

4.7 Definitions

"Certified SDVOB Firms" – shall mean Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.

"Federal SDVOSB Certified Firms" – shall mean Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.

"SDVOB Utilization Plan" – shall mean a plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.

"State SDVOB Certified Firms" – shall mean Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

4.8 Waivers

If a Respondent is unable to show obtainment of program goals when submitting the utilization plan, the Respondent must submit a Request for SDVOB Utilization Waiver with the proposal. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If

the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the proposal may be disqualified as non-responsive. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.6, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County's interest to permit subcontracting under the proposed Contract.

4.9 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent's proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent's Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.10 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated an approved SDVOB Utilization Plan, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

SECTION 5 - GENERAL INFORMATION FOR THE RESPONDENT

5.1 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.

5.2 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.K. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

5.3 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.

5.4 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.

5.5 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.

5.6 Contract Payment

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

5.7 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.

5.8 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.

5.9 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.

5.10 Incurring Costs

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

5.11 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.

5.12 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.

5.13 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 Legislature of the County of Monroe by Resolution Number ____ of 20____, authorized the County Executive, or his 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:

A.

B.

C.

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 _____
Adam J. Bello, County Executive

CONTRACTOR

By _____
Name:

Title:

Contractor's Federal ID Number or Social
Security Number

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

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared ADAM J. BELLO, 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 he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

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 AND FAMILY LEAVE BENEFITS

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. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. 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 shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

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

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors 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 as, 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 therefor. 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 AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, 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, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. 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 further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) 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, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/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 subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, 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 the 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 REGULATORY 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. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. 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. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

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

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the 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 16. SEVERABILITY

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

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the 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 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, 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 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. 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.

-----END OF PAGE-----

APPENDIX B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

APPENDIX C

MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

9/4/2020

Appendix D

MWBE & SDVOB Utilization Plan

<u>Bidder/Contractor's Detailed MBE/WBE/SDVOB Utilization Plan</u>											
Bidder/Contractor Information						BID/RFP/RFQ Title					
Company Name											
POC Name											
Phone											
E-Mail											
<u>Projected MBE/WBE/SDVOB Spending Summary</u>											
Total Bid/Contract Value											
Minority Business Enterprise (MBE)			Women Business Enterprise (WBE)			Service Disabled Veteran Owned Business (SDVOB)					
MBE Goal Percentage		12%		WBE Goal Percentage		3%		SDVOB Goal Percentage		6%	
MBE Goal Amount		\$		WBE Goal Amount		\$		SDVOB Goal Amount		\$	
MBE Utilization Amount		\$		WBE Utilization Amount		\$		SDVOB Utilization Amount		\$	
MBE Utilization Percentage		%		WBE Utilization Percentage		%		SDVOB Utilization Percentage		%	
MBE Utilization Shortfall		\$		WBE Utilization Shortfall		\$		SDVOB Utilization Shortfall		\$	
<u>Contractor Utilization Plan Checklist</u>											
Utilization Plan:		Please be specific and provide detail of work being performed by MBE/WBE/SDVOB									
Letters of Intent:		Signed form must be submitted for each MBE/WBE/SDVOB listed on the plan.									
Waiver Request:		Must be submitted if there are any dollar amounts listed under "Utilization Shortfall"									
DEI Use Only											
Plan Approved ☐		Plan Disapproved ☐				Waiver Granted ☐		Waiver Denied ☐			
By:						Date:					

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION

PLAN SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION II-WBE PARTICIPATION

WBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION III - SDVOB PARTICIPATION

SDVOB FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				

MBE/WBE/SDVOB LETTER OF INTENT

PROJECT: _____

TO: _____
(Name of Bidder)

_____ intends to perform work on the above project as a: (Check one):

(MBE/WBE/SDVOB Subcontractor)

☐

MBE

☐

WBE

☐

SDVOB

The above-identified (MBE/WBE/SDVOB) is prepared to perform the following described work in connection with the above project:

at the following price: _____.

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: _____

Completion Date: _____

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-M/WBE/SDVOB contractors or non-M/WBE/SDVOB suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

Date

Name of M/WBE-SDVOB Contractor

Authorized Signature



APPLICATION FOR WAIVER OF MBE/WBE/SDVOB PARTICIPATION GOAL

Section 1: Basic Information					
Contractor's Name:				E-Mail Address:	
Street Address:				Telephone:	
City, State, Zip Code				Bid/RFQ/RFP Title:	
MBE Goal %12		WBE Goal 3%		SDVOB Goal 3%	
Section 2: Type of MBE/WBE/SDVOB Waiver Requested (Check Appropriate Boxes)					
MBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised MBE percentage:		
WBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised WBE percentage:		
SDVOB Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised SDVOB percentage:		
Please explain the reason for the waiver request (additional pages may be attached):					
Section 3: Supporting Documentation					
Provide the following documentation as evidence of your best efforts to meet the MBE/WBE/SDVOB goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and copies of the notice of application receipt.					
☐ Attachment A. List of the general circulation, trade and MBE/WBE/SDVOB-oriented publications and dates of publications soliciting for certified MBE/WBE/SDVOB participation as a subcontractor/supplier and copies of such solicitation. ☐ Attachment B. List of the certified MBE/WBE/SDVOB appearing in the NY State M/WBE and SDVOB directories, the Federal SDVOSB Directory and the Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MBE/WBE/SDVOB s. Describe specific reasons that responding certified MBE/WBE/SDVOBs were not selected for subcontracting. ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MBE/WBE/SDVOBs. ☐ Attachment D. Description of the negotiations between the contractor and certified MBE/WBE/SDVOB s for the purposes of complying with the MBE/WBE/SDVOB goals of this contract. ☐ Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified MBE/WBE/SDVOB. ☐ Attachment F. Waiver Pending ESD, OGS, or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified MBE/WBE/SDVOB, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD), Office of General Services (OGS) or an application statement form DEI/M/WBE-SDVOB: _____ ☐ Attachment G: List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. ☐ Attachment H. Other information deemed relevant to the request.					
Section 4: Signature and Contact Information					
By signing and submitting this form, the contractor certifies that best efforts were made to promote MBE/WBE/SDVOB participation pursuant to the MBE/WBE/SDVOB requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.					
Prepared By: (Signature)					Date:

FOR DEI USE ONLY

Reviewed By:

Date:

Decision

- ☐ Full MBE waiver granted
☐ Partial MBE waiver granted: revised MBE goal ____%
☐ MBE waiver denied
☐ Full WBE waiver Granted
☐ Partial WBE waiver granted: revised WBE goal ____%
☐ WBE waiver denied
☐ Full SDVOB waiver granted
☐ Partial SDVOB waiver granted: revised MBE goal ____%
☐ SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments:

FOR Monroe County DEI ONLY

Reviewed By:

Date:

Waiver Granted:

- ☐ Yes ☐ No
☐ MBE ☐ WBE ☐ SDVOB
☐ Total Waiver
☐ Partial Waiver
☐ ESD/OGS/Monroe County Certification Waiver
☐ *Conditional
☐ *Notice of Deficiency Issued

Comments

MONROE COUNTY MBE/WBE/SDVOB MONTHLY REPORT

PROJECT: _____ **Your Firm Name:** _____

CONTRACT: _____ **Contact Person:** _____

CURRENT MONTH: _____ **Phone Number:** _____

FIRM NAME	MBE/WBE/ SDVOB	ESTIMATED CONTRACT CURRENT AMOUNT	PAYMENTS PRIOR TO CURRENT MONTH	PAYMENTS CURRENT MONTH	ESTIMATED DOLLAR VALUE OF REMAINING WORK	CONTRACT STATUS C - Date Completed E - Est. Comp. Date	DESCRIPTION OF WORK DONE AND SUB- CONTRACTOR'S PERFORMANCE: INDICATE D-M-Y (SEE NOTE #1)

NOTES: 1. If no comments are provided, it is assumed performance is acceptable.
 2. Attach to this the monthly copies of canceled checks or other proof of payment to the MBE/WBE/SDVOB.

MBE/WBE/SDVOB AFFIDAVIT OF PAYMENT

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

_____, BEING DULY SWORN, deposes and says:

1. I am the _____ of _____ (CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.
2. That CONTRACTOR entered into a contract dated _____ with _____ (Subcontractor) for the performance of the following scope of services:

3. That Subcontractor is believed by CONTRACTOR to be a bona fide minority or women's business enterprise (MBE or WBE respectively) as defined by the Agreement between the CONTRACTOR and the OWNER for

(Contract Name or Title)
4. That the Subcontractor did actually perform the services described above.
5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor _____ (\$ _____) and that said sum represents all sums due and owing to date for the Subcontractor's performance except _____ (\$ _____) which remains unpaid because

6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.
7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the CONTRACTOR has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

CONTRACTOR: _____

By: _____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that he resides in _____; that he/she is the _____ of the _____, Corporation described herein and which executed the foregoing instrument; and that he/she knows the Seal of said Corporation; that the seal affixed to the instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____ and he/she duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

APPENDIX E
Reports General Expectations

ARPA Safe Neighborhoods: Training for Violence Prevention

Reports will be submitted electronically in accordance with the schedule set forth in the grant agreement. Information that will be requested by the County and provided by the Successful Respondent will include, but may not be limited to:

- (1) Providing copies of all reporting as required by the evidence based model, if applicable.
- (2) In addition to the reporting requirements of the evidence based model, the County will require reported data on the following:
 - (a) Quarterly:
 - (i) Program data;
 1. Number of trainings by course type
 2. Attendance at each training
 3. Progress of attendees toward completion of the training program
 4. Number of trainees who complete
 5. Placement of trained individuals in community agencies/roles
 6. Status/progress toward the goal of a local training program
 - (ii) Data points that might be required include items such as:
 1. Community agencies utilizing this training resource
 2. Trainee background/ethnicity/race/age/educational level/zip code/veteran status
 3. Zip codes served by the graduating trainees
 4. Indicators of Fidelity to the evidence based model if applicable
 5. Staffing information
 6. Data on any who fail to complete training, including reason.
 - (iii) Narrative report - no longer than 1 page
 1. Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 2. Do you have any questions, concerns or recommendations you would like to share?
 - (iv) Project Obligations and Expenditures
 1. Current period obligation
 2. Cumulative obligation
 3. Current period expenditure
 4. Cumulative expenditure
 - (v) Program Income earned and expended (if any)
 - (vi) Budget Report - See attachment

APPENDIX F
Reporting Requirements

ARPA Safe Neighborhoods: Training for Violence Prevention

Reports will be submitted electronically in accordance with the schedule set forth in the grant agreement. Information that will be requested by the County and provided by the Successful Respondent will include, but may not be limited to:

1. Quarterly Reports
 - a. Demographics of individuals trained, including age, race, ethnicity, gender, zip code of residence, background and education, employment history
 - b. Program Income earned and expended (if any)
 - c. Programmatic Outputs. ***The below list is provided for example purposes.***
 - i. Number of individuals placed in training/program
 - ii. Number of trainings conducted by type
 - iii. Number of individuals that completed training/program
 - iv. Number of trained individuals employed by/functioning in violence prevention roles in community agencies
 - v. Progress toward/status of development of a local training program
 - d. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
 - e. Any other information requested by the County
 - f. For evidence-based programs, any required reporting for that model
2. Interim Reports
 - a. Narrative report - no longer than 1 page
 - i. Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 - ii. Do you have any questions, concerns or recommendations you would like to share?
 - b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
 - c. Program Income earned and expended (if any)
 - d. Budget Report -See attachment
 - e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
 - f. Any other information requested by the County
3. Annual Reports
 - a. Narrative report- no longer than 3 pages
 - i. Outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period.

- ii. If your program has not met the budgetary or programmatic requirements outlined in your contract, please explain why and how you plan to address it in the future.
 - iii. Describe any new programs, partnerships, or relationships with providers, employers, educational institutions, government entities or nonprofit organizations that your program has built or improved upon during the reporting period.
 - iv. Did your program create any jobs? If so, describe.
 - v. Provide a story, personal account or other narrative that highlights the success of your program and could be highlighted by Monroe County in a public report.
 - vi. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County
- g. For evidence-based programs, any required reporting for that model

APPENDIX G
ARPA Funding Opportunities Application Scoring Matrix
ARPA Safe Neighborhoods: Training for Violence Prevention

Total Points Possible – 100

5 pts/exemplary 4 pts/very good 3 pts/good 2 pts/fair 1pt/poor 0 pts/nonresponsive

<u>QUALIFYING QUESTIONS</u>	YES	NO
Is the agency authorized to do business in New York State?		
Does this proposal qualify for funding under ARPA requirements?		
Does the program advance one of the 3 goals outlined by Monroe County's Recovery Agenda?		

<u>WHAT IS THE PROGRAM'S COMMUNITY IMPACT?</u>	Max Points Available	Points Awarded
How many training sessions are planned per the proposal in 2025? In 2026?	5	
Does the narrative clearly indicate how the proposed training program will have an impact on violence in the community and contribute to safe neighborhoods?	5	
Does the proposal demonstrate a commitment to sustainability and planning for future funding beyond 2026?	5	
Does the proposal include utilizing certified minority-owned, women-owned, or veteran-owned businesses located in Monroe County?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM COLLABORATIVE?</u>	Max Points Available	Points Awarded
Does the proposal advance or work in conjunction with any other community projects or organizations?	5	
Has the Respondent successfully worked with related community partners on a project or on any other initiative in the past five (5) years?	5	
Does the proposal demonstrate responsible/effective use of existing financial and in-kind external resources?	5	
Is the Respondent a recognized contributor in the area of violence prevention?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM EQUITABLE?</u>	Max Points Available	Points Awarded
Does the proposal provide an adequate plan to target and engage underserved populations in Monroe County?	5	
Does the Respondent demonstrate a successful history of individual and community engagement?	5	
Does the proposed program adequately identify methods aimed to engage agencies and individuals from the community/neighborhoods impacted by gun violence?	5	
Does the proposal narrative show an understanding of impacts and needs with regard to neighborhood safety related to gun violence?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM STRATEGIC?</u>	Max Points Available	Points Awarded
Does the Respondent demonstrate the administrative and fiscal capacity to implement the proposed program?	5	
Does the Respondent employ sufficient trained staff to carry out the program?	5	
Does the Respondent demonstrate capacity, history and experience in violence prevention training sufficient to implement the proposal effectively?	5	
Does the Respondent provide data to support the effectiveness of the proposed training strategy?	5	
Does the budget narrative demonstrate that costs are feasible and that funding will be expended per funding deadline?	5	
<i>TOTAL POINTS</i>	25	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
Does this project offer a transformative impact in one of the three (3) goals established by the Bring Monroe Back structure?	5	
Will the long-term effects of this project continue to positively impact Monroe County residents beyond 2026?	5	
Would this project/scope be possible without ARPA funding?	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	20	

TOTAL POINTS SCORED _____

APPENDIX H: ARPA Safe Neighborhoods: Training for Violence Prevention BUDGET						BUDGET GUIDE
Respondent Name						All colored and shaded cells are locked
PERSONNEL						Please use whole dollar amounts on the budget
Job Position/Title	Rate per hour	Program Specific Hours per week	\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	PERSONNEL - If you are requesting funding for salary, it should be broken down as shown. We need to know the employees hourly rate, hours worked per week, annual salary and what % of that salary is being requested (this is also the % of time that employee should be devoting to the Violence Prevention Training funded program).
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
Total Personnel (Incl. Fringe)			\$	\$	\$	The salary totals will auto populate and should reflect the cumulative totals of all employees salaries (blue) and all salary funds being requested (green)
						The fringe line should capture the type of benefits, the total cost and the % being requested. This amounts will be automatically added to the salary totals to populate the "Total Personnel"
OPERATING COSTS						OPERATING COSTS - In this section you need to categorize any expenses that are eligible for reimbursement, we want to see as detailed a list as possible to help determine what is eligible at what isn't, if you run out of space then the NOTES tab can be utilized.
Type	Itemized List of Reimbursable Expenses		\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	
Supplies			\$	\$	\$	
Equipment			\$	\$	\$	
Rent/Lease			\$	\$	\$	
Insurance			\$	\$	\$	
Printing			\$	\$	\$	
Phone			\$	\$	\$	
Travel			\$	\$	\$	
Other			\$	\$	\$	
Total Operating Costs			\$	\$	\$	Along with the list we need to see the overall cost of each item and how much of that cost you are requesting from Monroe County.
						You should also include all other costs involved in the operation - even if not being requested - to reflect the true overall cost of running the program (please see the example).
OTHER ASSOCIATED COSTS						CONTRACT SERVICES - In this section show the cost of the services provided by your program, the more detailed you can be the less follow up will be required. The breakdown should include what the service is, reasoning for the cost, the total of that cost and the amount of funding you are requesting for each. As before, you should also include the cost of non requested services to give a true representation of the overall program cost.
Provide Details/Reasoning			\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
Other Associated Costs Total			\$	\$	\$	The total cost of the listed items (blue) and the total amount requested for those items (green) will auto populate here.
						The total program cost (blue) is a cumulation of the totals from personnel, operating costs and contract services and should include all non-requested costs as mentioned previously. The Violence Prevention Training Request (green) is also the cumulative totals of the amounts requested in the aforementioned sections and should match exactly to the amount of funds requested in your application.
TOTAL FUNDING REQUEST						
ALL OTHER FUNDING SOURCES						
Please list ALL other funding sources that will be used towards this program						
Type	Amount		Source			
Federal Funds	\$					
State Funds	\$					
Local/Municipal Funds	\$					
Private Funds	\$					
Other (please Specify)	\$					
Other (please Specify)	\$					
Other (please Specify)	\$					
TOTAL		\$				
						OTHER FUNDING SOURCES - Please show all other sources of funding related to this particular program, the amounts when added to the Violence Prevention Training request should cover the total cost of the project as shown in the example.

Attachment G

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

ARPA Safe Neighborhoods: Violence Prevention Services

Release Date: April 18, 2025

Response Deadline: May 16, 2025



Monroe County
Department of Public Health
111 Westfall Road
Rochester, NY 14614
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax or email 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
E-mail: kimboedicker@monroecounty.gov

RFP **ARPA Safe Neighborhoods: Violence Prevention Services**

Company: _____
Address: _____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response:

Project capacity.	_____
Cannot bid competitively.	_____
Cannot meet delivery requirements.	_____
Cannot meet specifications.	_____
Do not want to do business with Monroe County.	_____
*Other:	_____

Suggested changes to RFP

Specifications for next	_____
Request for Proposals.	_____

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

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County ("the County") is soliciting proposals for the ARPA Safe Neighborhoods: Violence Prevention Services. 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.

Pending final approval from the Monroe County Legislature, the County's objective is to enter into a one-year agreement with the option to renew through December 31, 2026. **PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31, 2026. NO ADDITIONAL OPTIONS TO RENEW PAST DECEMBER 31, 2026 SHALL BE AVAILABLE.**

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 <https://contracts.monroecounty.gov/bid/list/rfps> will receive addenda if issued.

1.3 County's Rights and 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 Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so. The County maintains the option to expand these types of services to other County projects, departments, and divisions as needed.

1.4 Time Line

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

- This RFP will be distributed on April 18, 2025.
- 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 April 25, 2025.
- All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County website. These will be sent out to all Respondents who received the original RFP on or before May 2, 2025.
- **Final RFP submissions must be received by 3:00 PM ET on May 16, 2025** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 755,000 residents. The County is comprised of 19 towns, 10 villages, and the City of Rochester, the fourth largest city in New York State.

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

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1.3 billion. County government provides a variety of services, including: general government, public safety, health and human services, economic development, recreation, transportation and environmental services. The County operates a small-hub airport; a 566-bed skilled nursing facility; four sewer districts for sanitary and stormwater management including two treatment plants; a solid waste landfill, transfer/haul station, and recycling center; an AZA-accredited zoo, and three municipal golf courses. Under the governance of an elected 29-member County Legislature, the County is structured among four elected offices, eleven operating departments, and eight staff departments.

SECTION 2 – SCOPE OF WORK

2.1 Overview

The City of Rochester, located in Monroe County, New York, has been under a local State of Emergency since the summer of 2022. This is in response to heightened gun violence that poses a threat to city residents and visitors. Our community has one of the highest rates of violent crime involving a firearm in New York, and our per-capita homicide rate is higher than any other city in the state.

The Monroe County Department of Public Health (MCDPH) recognizes that there are multiple agencies in our community already invested in working on this issue. Over the past two years the MCDPH has developed relationships and participated in many conversations with the community-based organizations (CBOs) engaged in this work, and has completed a rigorous community assessment. One of several needs identified is for more front-line staff in the community.

This RFP is for qualified entities to establish and administer programs that address the rising gun violence in the community in order to build and sustain a safer and healthier community where families will thrive. Monroe County is seeking proposals from existing programs with a demonstrated history of success in violence prevention and intervention in this community. Successful proposals will describe the current work being done as well as how their proposal will add in a measurable way to efforts to reduce gun violence.

2.2 Detailed Scope of Work

Objectives/Deliverables:

- A. The Proposal shall include a clear outline of the proposed intervention or program that shall include:
 - 1. A clear and concise summary of the interventions and strategies to be used;
 - 2. A description of how the proposed program will achieve the desired outcome of decreasing gun violence;
 - 3. Any supporting data; and
 - 4. The plan for use of data and strategic planning in this work.
- B. The Proposal shall include:
 - a. The method for selecting, training, supervising and supporting staff to deliver the service;
 - b. The qualifications required of front-line staff who will deliver services in the community; preference will be given to proposals that employ a method to select qualified and credible staff from the community being served; and
 - c. Documentation of the qualifications, training and experience individuals in key leadership and/or supporting positions.
- C. The selected Respondent shall demonstrate:
 - a. Capacity to carry out the proposed program within their existing infrastructure, including adequate staffing or ability to recruit and train necessary supervisors and front-line staff;
 - b. Some understanding of violence as a public health issue;
 - c. Some understanding or willingness to learn the application of principles of disease control to violence; and
 - d. Active involvement with the Community and demonstrate ways to actively obtain community input.

- D. Respondents who base their proposals on evidence and data and have demonstrated success in the field of gun violence prevention will be given preference.

Requirements for Selected Respondents:

Selected Respondent(s) will be expected to complete the following after the County awards a grant to the selected Respondent:

- A. **Program Model.** The selected Respondent will be responsible for identifying, describing and administering a program model acceptable to the County.

1. Services provided must follow their identified program model.
2. If the identified program model is evidence based, the Successful Respondent must maintain Fidelity to the identified program model throughout the term of the contract.
3. The Program must include the provision of direct intervention and connection to services to improve the individual's and/or family's wellbeing in the community.
4. Selected Respondents must identify a planned method and manner of identifying, connecting with and engaging eligible individuals.
5. All Program services must be provided at no cost to the enrolled individuals/families.
6. The families serviced by the Program must agree to services on a voluntary basis.
7. Encounters with clients must include an assessment of needs identified by the client and discussion/planning to assist the client to meet those needs.
8. Assessments should include identifying/noting/reporting risk factors of the following as it relates to the risk of violence to or from the client:
 - a. Intimate Partner Violence;
 - b. Substance use disorders;
 - c. Mental health disorders, if identified;
 - d. Connection to health and community services;
 - e. Assessment of how Social Determinants of Health ("SDOH") impact each family's lived experiences; and
 - f. Risks related to impacts of the COVID-19 pandemic response.
9. The Program must provide support, guidance, and resources to enrolled individuals/families on the following as it applies to the identified program model:
 - a. Connection to community resources to assist families in navigating SDOH negatively impacting their lived experiences; and
 - b. Risks associated with Covid-19 and vaccination opportunities for families.
10. Services must be delivered in a setting that is comfortable for and accessible to the client.
11. The Program must identify their consistent hours of operation.
12. The Program must have the ability to provide language services as required by New York State.

- B. **Administration of the Program.** The selected Respondent:

1. Must identify the minimum staffing requirements for the Program, and maintain a staff (supervisory and support) as required to provide the services of the Program based upon their model and the RFP Response, for the contract term(s);
2. Must maintain a staffing plan, including brief job descriptions and candidate requirements for each position, from leadership to hands-on workers;
3. Will, if affiliated with an evidence-based program model, remain in good standing with the relevant model program throughout the contract term(s);
4. Will, whether or not affiliated with any model program(s), document and demonstrate reportable measures on a continual basis throughout the contract term(s);
5. Will provide all staff with sufficient facilities and supplies, and sufficient electronic, telephone, and in-person conferencing capabilities such that staff may adequately deliver the Program;

6. Will have or develop adequate partnerships and collaborative relationships with relevant service providers and community stakeholders to provide referrals and linkage for the clients served by the Program; and
7. Will participate in community collaborations, partnerships and/or coalitions with the County and other agencies as needed to advance community efforts in the area of gun violence prevention.

C. Reporting Accountability.

1. The selected Respondent must provide reporting to the County at pre-determined intervals and as requested as set forth in the RFP, the proposal, and the contract.
 - a. The County will require reported data on the following:
 - (a) Individual-level client and program data;
 - (b) Contacts with families, assessments, assessment outcomes, referrals made, other performance measures;
 - (c) Data points that will be required will be determined by the County, by ARPA requirements and potentially by any existing Data sub-group of existing community coalitions. Examples of data points that might be required include: scheduled visits, declined visits, supportive calls and visits completed; demographic data such as ethnicity/race/age/educational level/marital status; zip codes served; total number of individuals that accepted/declined services; successful linkage to other services; client satisfaction; specific outcomes, both positive and less desired; outcomes over time (data at time intervals); and
 - (d) Programs will be expected to maintain data that supports their stated outcomes.
2. The selected Respondent must have adequate infrastructure to collect, maintain, monitor, analyze and report data as required by the implemented program model and the County as part of the Program evaluation and quality improvement.

D. Growth and Sustainability of the Program.

1. Respondents should demonstrate planning to sustain the program past the funding period of 2025 and 2026, throughout Monroe County for years 2027 and beyond.

Project Proposals

The County reserves the right to award multiple contract(s) pursuant to this RFP and/or make awards in one or more phases. The County reserves the right to request clarification of any submitted information by one or more Respondents. With the consent of the related Respondent(s), the County may combine and/or separately award contracts that were proposed in the same or separate proposals. The County reserves the right to award and/or contract for additional services or sub-awards permitted under the ARPA Rules in conformance with applicable procurement requirements.

General ARPA Requirements

Monroe County will act in strict accordance with ARPA, its rules, applicable regulations, and guidance (generally, the “ARPA Rules”).

The County reserves the right to reject any proposal that it determines, in its sole discretion, does not comply with the ARPA Rules and/or proposes a use of SLFRF Funds that is grossly disproportionate to the harm caused by COVID-19. The County will determine whether a proposal complies with ARPA using one of two methods:

1. The proposal conforms to the US Department of the Treasury’s list of approved uses and population (*note: a full list of pre-approved uses may be found at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>*); or

2. The proposal (1) identifies a COVID-19 public health or economic impact, and (2) proposes a Response that addresses or responds to the impact.

Reporting

The Program must provide documentation and data per any relevant Evidence-Based model standards and in alignment with the RFP, the Response, the contract, and any New York State laws and/or regulations. The County will require all Successful Respondents to provide reports to the County in sufficient quantity and detail in order for the County to meet its interim reporting requirements, project and expenditure reporting requirements, and recovery plan performance reporting requirements under the ARPA Rules.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

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

Sealed proposals must be received at the address below on or before 3:00 PM Eastern Time, on May 16, 2025.

Kim Boedicker
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: 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 twelve (12) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for ARPA Safe Neighborhoods: Violence Prevention Services."** The Respondent should also include an electronic copy of its full proposal in PDF format on a 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 ensure 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 subcontractors. Specifically, address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - a. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.
 - b. Documentation of Minority and Women-Owned Business Enterprise (MWBE) and/or Disadvantaged Business Enterprise (DBE) and/or certified Service-Disabled Veteran-Owned (SDVOB) ownership status.
 - c. Both the State and Federal governments have programs for the certification of small businesses that are owned by Veterans or Service-Disabled Veterans. The Federal program certifies Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business (SDVOSB), and the New York state program certifies Service-Disabled Veteran-Owned Business (SDVOSB). The goal of this requirement is to acknowledge local businesses that have achieved these designations. Respondents should provide documentation of certification, if applicable.

3. Total gross revenues of the company covering the last three years. The County reserves the right to request additional financial information during the proposal review process.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. 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.
6. 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, telephone number, and email address of contact person;
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, telephone number, and email address of contact person;
3. Résumés for the key personnel to be involved in providing services to the County.

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

1. its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

F. Cost Proposal. Respondent must provide a detailed budget of the anticipated costs/operating budget

required for Program operation for year 2025 and 2026. Respondents should indicate whether and how they intend to obtain and use outside funding sources such as grants and philanthropic endowments or insurance revenue. An Excel version of Appendix H – Program Budget template, can be obtained by email request to the RFP Coordinator, Kim Boedicker: kimboedicker@monroecounty.gov. Please note that the County reserves the right to negotiate any and all proposed costs. See Section 2.2.

- G. Certifications Regarding Debarment and Procurement Policy.** Respondents and proposed subcontractors 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. Equal Pay Certification.** Respondents and proposed subcontractors must print, sign, and submit with the proposal Appendix C: Monroe County Equal Pay Certification.
- 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 5.12 of this RFP.
- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 5, 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.
- M. MWBE & SDVOB Utilization Plan.** Each Respondent shall prepare and submit a Utilization Plan (Appendix D) in connection with its proposal and the proposed Contract. The Utilization Plan shall identify Certified Businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such Certified Businesses, if known, which the Respondent intends to use in connection with the Respondent's performance of the proposed Contract. The Utilization Plan shall specifically contain a list, including the name, address, and telephone number, of each Certified Business with which the Respondent intends to subcontract.

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(s) with whom a contract may be signed. Complete proposals that comply with the ARPA Rules will be evaluated under five (5)

equally weighted categories. A copy of the ARPA Funding Opportunities Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix G.

- 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. Selected Respondents will also be required to provide additional information, including but not limited to providing evidence that they have an active registration with the System for Award Management (“SAM”) pursuant to 2 CFR Part 25, as part of the contract approval process.

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 – MWBE & SDVOB REQUIREMENTS

4.1 MWBE Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least twelve percent (12%) of the total cost of services to Minority-Owned Business Enterprises that are Certified Businesses (“MBE”) and three percent (3%) of the total cost of services to Women-Owned Business Enterprises that are Certified Businesses (“WBE”) each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract. This Section and the successful Respondent’s Contract shall be subject to the requirements of Chapter 26 of the Monroe County Code (Gantt’s Law for Utilization of Minority and Women-Owned Businesses).

In the event a Respondent is a MBE, such Respondent shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Respondent is a WBE, such Respondent shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Respondent is both a MBE and WBE, the Respondent shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

4.2 Definitions

“Certified Business” – shall mean a business verified as a Minority or Women-Owned Business Enterprise pursuant to § 26-4 of the Monroe County Code and/or a business certified by New York State pursuant to Article 15-a of the New York State Executive Law.

“Minority Group Members” – shall mean a United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups:

1. Black persons having origins in any of the Black African racial groups;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American Descent of either Indian or Hispanic origin, regardless of race;
3. Native American or Alaskan native persons having origins in any of the original peoples of North America;
4. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

“Minority-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more minority group members;
2. an enterprise in which such minority ownership is real, substantial and continuing;

3. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

“Utilization Plan” - shall mean a plan prepared by each Respondent and submitted in connection with its proposal and the proposed Contract. The utilization plan shall identify certified businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such certified businesses, if known, which the Respondent intends to use in connection with the Respondent’s performance of the proposed Contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified Business with which the Respondent intends to subcontract.

“Women-Owned Business Enterprise” – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
2. an enterprise in which the ownership interest of such women is real, substantial and continuing;
3. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

4.3 Waivers

Any requests for waivers from these requirements shall be governed by § 26-12 of the Monroe County Code. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.1, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County’s interest to permit subcontracting under the proposed Contract.

4.4 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent’s proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent’s Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.5 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated § 26-12 of the Monroe County Code, including but not limited to a failure or refusal to comply with Minority and Women-Owned Business Enterprise participation requirements as set forth in the County Contract, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

4.6 SDVOB Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least six (6%) of the total cost of services to Certified SDVOB Firms each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract.

Respondents that are Certified SDVOB Firms will be allowed to include their own participation towards meeting the Certified SDVOB Firms participation goals established for this project.

4.7 Definitions

"Certified SDVOB Firms" – shall mean Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.

"Federal SDVOSB Certified Firms" – shall mean Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.

"SDVOB Utilization Plan" – shall mean a plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.

"State SDVOB Certified Firms" – shall mean Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

4.8 Waivers

If a Respondent is unable to show obtainment of program goals when submitting the utilization plan, the Respondent must submit a Request for SDVOB Utilization Waiver with the proposal. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If

the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the proposal may be disqualified as non-responsive. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.6, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County's interest to permit subcontracting under the proposed Contract.

4.9 Disqualification of Proposal

Without limiting other grounds for the disqualification of proposals on the basis of nonresponsiveness and/or non responsibility, the County may disqualify a Respondent's proposal as nonresponsive and/or nonresponsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent's Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

4.10 Enforcement of Contract

Upon receipt of a complaint that the successful Respondent has violated an approved SDVOB Utilization Plan, the County's Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

SECTION 5 - GENERAL INFORMATION FOR THE RESPONDENT

5.1 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.

5.2 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.K. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

5.3 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.

5.4 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.

5.5 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.

5.6 Contract Payment

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

5.7 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.

5.8 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.

5.9 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.

5.10 Incurring Costs

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

5.11 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.

5.12 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.

5.13 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 Legislature of the County of Monroe by Resolution Number ____ of 20____, authorized the County Executive, or his 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:

A.

B.

C.

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 _____
Adam J. Bello, County Executive

CONTRACTOR

By _____
Name:

Title:

Contractor's Federal ID Number or Social
Security Number

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

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared ADAM J. BELLO, 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 he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

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 AND FAMILY LEAVE BENEFITS

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. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. 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 shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

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

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors 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 as, 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 therefor. 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 AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, 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, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. 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 further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) 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, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/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 subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, 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 the 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 REGULATORY 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. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. 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. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

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

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the 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 16. SEVERABILITY

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

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the 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 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, 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 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. 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.

-----END OF PAGE-----

APPENDIX B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

APPENDIX C

MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

9/4/2020

Appendix D

MWBE & SDVOB Utilization Plan

<u>Bidder/Contractor's Detailed MBE/WBE/SDVOB Utilization Plan</u>											
Bidder/Contractor Information						BID/RFP/RFQ Title					
Company Name											
POC Name											
Phone											
E-Mail											
<u>Projected MBE/WBE/SDVOB Spending Summary</u>											
Total Bid/Contract Value											
Minority Business Enterprise (MBE)			Women Business Enterprise (WBE)			Service Disabled Veteran Owned Business (SDVOB)					
MBE Goal Percentage		12%		WBE Goal Percentage		3%		SDVOB Goal Percentage		6%	
MBE Goal Amount		\$		WBE Goal Amount		\$		SDVOB Goal Amount		\$	
MBE Utilization Amount		\$		WBE Utilization Amount		\$		SDVOB Utilization Amount		\$	
MBE Utilization Percentage		%		WBE Utilization Percentage		%		SDVOB Utilization Percentage		%	
MBE Utilization Shortfall		\$		WBE Utilization Shortfall		\$		SDVOB Utilization Shortfall		\$	
<u>Contractor Utilization Plan Checklist</u>											
Utilization Plan:		Please be specific and provide detail of work being performed by MBE/WBE/SDVOB									
Letters of Intent:		Signed form must be submitted for each MBE/WBE/SDVOB listed on the plan.									
Waiver Request:		Must be submitted if there are any dollar amounts listed under "Utilization Shortfall"									
DEI Use Only											
Plan Approved ☐		Plan Disapproved ☐		Waiver Granted ☐		Waiver Denied ☐					
By:				Date:							

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION

PLAN SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION II-WBE PARTICIPATION

WBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			
NAME			CONTRACT AMOUNT
ADDRESS			DATE OF CONTRACT
			SCHEDULE START DATE
CERTIFICATION			PAYMENT SCHEDULE
CONTACT PERSON			COMPLETION DATE
PHONE			
EMAIL			

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION III - SDVOB PARTICIPATION

SDVOB FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				

MBE/WBE/SDVOB LETTER OF INTENT

PROJECT: _____

TO: _____
(Name of Bidder)

_____ intends to perform work on the above project as a: (Check one):

(MBE/WBE/SDVOB Subcontractor)

☐

MBE

☐

WBE

☐

SDVOB

The above-identified (MBE/WBE/SDVOB) is prepared to perform the following described work in connection with the above project:

at the following price: _____.

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: _____

Completion Date: _____

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-M/WBE/SDVOB contractors or non-M/WBE/SDVOB suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

Date

Name of M/WBE-SDVOB Contractor

Authorized Signature



APPLICATION FOR WAIVER OF MBE/WBE/SDVOB PARTICIPATION GOAL

Section 1: Basic Information					
Contractor's Name:				E-Mail Address:	
Street Address:				Telephone:	
City, State, Zip Code				Bid/RFQ/RFP Title:	
MBE Goal %12		WBE Goal 3%		SDVOB Goal 3%	
Section 2: Type of MBE/WBE/SDVOB Waiver Requested (Check Appropriate Boxes)					
MBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised MBE percentage:		
WBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised WBE percentage:		
SDVOB Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised SDVOB percentage:		
Please explain the reason for the waiver request (additional pages may be attached):					
Section 3: Supporting Documentation					
Provide the following documentation as evidence of your best efforts to meet the MBE/WBE/SDVOB goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and copies of the notice of application receipt.					
☐ Attachment A. List of the general circulation, trade and MBE/WBE/SDVOB-oriented publications and dates of publications soliciting for certified MBE/WBE/SDVOB participation as a subcontractor/supplier and copies of such solicitation. ☐ Attachment B. List of the certified MBE/WBE/SDVOB appearing in the NY State M/WBE and SDVOB directories, the Federal SDVOSB Directory and the Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MBE/WBE/SDVOB s. Describe specific reasons that responding certified MBE/WBE/SDVOBs were not selected for subcontracting. ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MBE/WBE/SDVOBs. ☐ Attachment D. Description of the negotiations between the contractor and certified MBE/WBE/SDVOB s for the purposes of complying with the MBE/WBE/SDVOB goals of this contract. ☐ Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified MBE/WBE/SDVOB. ☐ Attachment F. Waiver Pending ESD, OGS, or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified MBE/WBE/SDVOB, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD), Office of General Services (OGS) or an application statement form DEI/M/WBE-SDVOB: _____ ☐ Attachment G: List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. ☐ Attachment H. Other information deemed relevant to the request.					
Section 4: Signature and Contact Information					
By signing and submitting this form, the contractor certifies that best efforts were made to promote MBE/WBE/SDVOB participation pursuant to the MBE/WBE/SDVOB requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.					
Prepared By: (Signature)					Date:

FOR DEI USE ONLY

Reviewed By:

Date:

Decision

- ☐ Full MBE waiver granted
☐ Partial MBE waiver granted: revised MBE goal ____%
☐ MBE waiver denied
☐ Full WBE waiver Granted
☐ Partial WBE waiver granted: revised WBE goal ____%
☐ WBE waiver denied
☐ Full SDVOB waiver granted
☐ Partial SDVOB waiver granted: revised MBE goal ____%
☐ SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments:

FOR Monroe County DEI ONLY

Reviewed By:

Date:

Waiver Granted:

- ☐ Yes ☐ No
☐ MBE ☐ WBE ☐ SDVOB
☐ Total Waiver
☐ Partial Waiver
☐ ESD/OGS/Monroe County Certification Waiver
☐ *Conditional
☐ *Notice of Deficiency Issued

Comments

MONROE COUNTY MBE/WBE/SDVOB MONTHLY REPORT

PROJECT: _____ **Your Firm Name:** _____

CONTRACT: _____ **Contact Person:** _____

CURRENT MONTH: _____ **Phone Number:** _____

FIRM NAME	MBE/WBE/ SDVOB	ESTIMATED CONTRACT CURRENT AMOUNT	PAYMENTS PRIOR TO CURRENT MONTH	PAYMENTS CURRENT MONTH	ESTIMATED DOLLAR VALUE OF REMAINING WORK	CONTRACT STATUS C - Date Completed E - Est. Comp. Date	DESCRIPTION OF WORK DONE AND SUB- CONTRACTOR'S PERFORMANCE: INDICATE D-M-Y (SEE NOTE #1)

NOTES: 1. If no comments are provided, it is assumed performance is acceptable.
 2. Attach to this the monthly copies of canceled checks or other proof of payment to the MBE/WBE/SDVOB.

MBE/WBE/SDVOB AFFIDAVIT OF PAYMENT

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

_____, BEING DULY SWORN, deposes and says:

1. I am the _____ of _____
(CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.
2. That CONTRACTOR entered into a contract dated _____ with _____
(Subcontractor) for the performance of the following scope of services:

3. That Subcontractor is believed by CONTRACTOR to be a bona fide minority or women's business enterprise (MBE or WBE respectively) as defined by the Agreement between the CONTRACTOR and the OWNER for

(Contract Name or Title)
4. That the Subcontractor did actually perform the services described above.
5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor _____ (\$ _____) and that said sum represents all sums due and owing to date for the Subcontractor's performance except _____ (\$ _____) which remains unpaid because

6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.
7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the CONTRACTOR has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

CONTRACTOR: _____

By: _____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that he resides in _____; that he/she is the _____ of the _____, Corporation described herein and which executed the foregoing instrument; and that he/she knows the Seal of said Corporation; that the seal affixed to the instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____ and he/she duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

APPENDIX E
Reports – General Expectations

ARPA Safe Neighborhoods: Violence Prevention Services

Reports will be submitted electronically in accordance with the schedule set forth in the grant agreement. Information that will be requested by the County and provided by the Successful Respondent will include, but may not be limited to:

- (1) Providing copies of all reporting as required by the evidence based model, if applicable.
- (2) In addition to the reporting requirements of the evidence based model, the County will require reported data on the following:
 - (a) Quarterly:
 - (i) Individual-level patient data:
 1. Unique Client Id
 2. Age
 3. Race
 4. Gender Identity
 5. Disability Status
 6. Veteran Status
 7. Identify as LGBTQ+
 8. Household Yearly Income (include sources)
 9. Preferred Language
 10. Zip Code
 - (ii) Program data;
 1. Contacts with families
 2. assessments
 3. outcomes
 4. referrals made
 5. other performance measures
 - (iii) Data on who declines services, including reason, if given; and
 - (iv) Data points that might be required include items such as:
 1. scheduled client visits
 2. declined visits
 3. supportive calls and visits completed
 4. follow-up visits and substantive phone calls
 5. client ethnicity/race/age/educational level/marital status
 6. health insurance
 7. zip codes served
 8. referrals made and linkages completed successfully
 9. indicators of Fidelity to the evidence based model if applicable
 10. staffing information.
 - (v) Narrative report - no longer than 1 page
 1. Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.

2. Do you have any questions, concerns or recommendations you would like to share?
- (vi) Project Obligations and Expenditures
1. Current period obligation
 2. Cumulative obligation
 3. Current period expenditure
 4. Cumulative expenditure
- (vii) Program Income earned and expended (if any)
- (viii) Budget Report -See attachment

APPENDIX F
Reporting Requirements

ARPA Safe Neighborhoods: Violence Prevention Services

Reports will be submitted electronically in accordance with the schedule set forth in the grant agreement. Information that will be requested by the County and provided by the Successful Respondent will include, but may not be limited to:

1. Quarterly Reports
 - a. Demographics of individuals served
 - i. Unique Client Id
 - ii. Age
 - iii. Race
 - iv. Gender Identity
 - v. Disability Status
 - vi. Veteran Status
 - vii. Identify as LGBTQ+
 - viii. Household Yearly Income (include sources)
 - ix. # of Household members
 - x. Preferred Language
 - xi. Zip Code
 - b. Program Income earned and expended (if any)
 - c. Programmatic support – Outputs. **Note: outputs may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in training/program (choose the program)
 - ii. Completed training/program
 - iii. Directed to Community resources (check all that apply- Food, financial, housing, language, employment, legal, health, social services, technology, other)
 - d. Programmatic Support – Outcomes. **Note: outcomes may be tailored to each Subrecipient. The below list is provided for example purposes only.**
 - i. Placed in a Job (list type, employer, industries, FT, PT, Temp, salary, etc.)
 - ii. Obtained housing (list zip code, identify whether housing is permanent or temporary, length of stay if temporary, etc.)
 - iii. Secured Transportation (obtained bus passes, driver's license, vehicle access, leased/purchased vehicle, medical transport, other special needs transport)
 - iv. Secured food support (short term or long term support)
 - v. Educational Milestones (enrolled in or obtained educational milestone)
 - vi. Obtained Health Services (mental health, primary care, substance abuse treatment, obtained or expanded health insurance coverage, specialized medical care, etc.)
 - vii. Improved Household Finances (increased monthly income, decreased monthly expenses, source of the increase or decrease, etc.)
 - e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
 - f. Any other information requested by the County
 - g. For evidence-based programs, any required reporting for that model

2. Interim Reports

- a. Narrative report - no longer than 1 page
 - i. Describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 - ii. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

3. Annual Reports

- a. Narrative report- no longer than 3 pages
 - i. Outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period.
 - ii. If your program has not met the budgetary or programmatic requirements outlined in your contract, please explain why and how you plan to address it in the future.
 - iii. Describe any new programs, partnerships, or relationships with providers, employers, educational institutions, government entities or nonprofit organizations that your program has built or improved upon during the reporting period.
 - iv. Did your program create any jobs? If so, describe.
 - v. Provide a story, personal account or other narrative that highlights the success of your program and could be highlighted by Monroe County in a public report.
 - vi. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County
- g. For evidence-based programs, any required reporting for that model

APPENDIX G
ARPA Funding Opportunities Application Scoring Matrix
ARPA Safe Neighborhoods: Violence Prevention Services

Total Points Possible – 100

<u>QUALIFYING QUESTIONS</u>	YES	NO
Is the agency authorized to do business in New York State?		
Does this proposal qualify for funding under ARPA requirements?		
Does the program advance one of the 3 goals outlined by Monroe County's Recovery Agenda?		

5 pts/exemplary 4 pts/very good 3 pts/good 2 pts/fair 1pt/poor 0 pts/nonresponsive

<u>WHAT IS THE PROGRAM'S COMMUNITY IMPACT?</u>	Max Points Available	Points Awarded
How many individuals are estimated to be served each year (2025 and 2026)?	5	
Does the proposal include an evidence based violence interruption component?	5	
Does the narrative clearly indicate how the proposed program will have an impact on violence in the community and contribute to safe neighborhoods, including a component to assist individuals to identify and achieve goals and make choices that will contribute to personal and community safety?	5	
Does the proposal demonstrate a commitment to sustainability and planning for future funding beyond 2026?	5	
Does the proposal include utilizing certified minority-owned, women-owned, or veteran-owned businesses located in Monroe County?	5	
<i>TOTAL POINTS</i>	25	

<u>IS THE PROGRAM COLLABORATIVE?</u>	Max Points Available	Points Awarded
Does the proposal advance or work in conjunction with any other community projects or organizations?	5	
Has the Respondent successfully worked with related community partners on a project or on any other initiative in the past five (5) years?	5	
Is the Respondent a recognized contributor in the area of violence prevention in this community?	5	
<i>TOTAL POINTS</i>	15	

<u>IS THE PROGRAM EQUITABLE?</u>	Max Points Available	Points Awarded
Does the proposal provide an adequate plan to target and engage underserved populations in Monroe County?	5	
Does the Respondent demonstrate a successful history of individual and community engagement?	5	
Does the proposed program adequately identify methods aimed to engage individuals at risk for perpetrating or being victims of violence?	5	
Does the proposal narrative show an understanding of impacts and needs with regard to neighborhood safety related to gun violence?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROGRAM STRATEGIC?</u>	Max Points Available	Points Awarded
Does the Respondent demonstrate the administrative and fiscal capacity to implement the proposed program, including capacity to hire and train sufficient staff to carry out the program?	5	
Does the Respondent demonstrate capacity, history and experience in violence prevention activities sufficient to implement the proposal effectively?	5	
Does the Respondent provide data to support the effectiveness of the proposed strategy?	5	
Does the budget narrative demonstrate that costs are feasible and that funding will be expended per funding deadline? Does the proposal demonstrate responsible/effective use of existing financial and in-kind external resources?	5	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
Does this project offer a transformative impact in one of the three (3) goals established by the Bring Monroe Back structure?	5	
Will the long-term effects of this project continue to positively impact Monroe County residents beyond 2026?	5	
Would this project/scope be possible without ARPA funding?	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	20	

TOTAL POINTS SCORED _____

APPENDIX H: ARPA - VIOLENCE PREVENTION SERVICES BUDGET						BUDGET GUIDE			
Respondent Name						All colored and shaded cells are locked			
PERSONNEL						Please use whole dollar amounts on the budget			
Job Position/Title	Rate per hour	Program Specific Hours per week	\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	PERSONNEL - If you are requesting funding for salary, it should be broken down as shown. We need to know the employees hourly rate, hours worked per week, annual salary and what % of that salary is being requested (this is also the % of time that employee should be devoting to the Violence Prevention Services funded program).			
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
Total Personnel (Incl. Fringe)			\$	\$	\$	The salary totals will auto populate and should reflect the cumulative totals of all employees salaries (blue) and all salary funds being requested (green)			
						The fringe line should capture the type of benefits, the total cost and the % being requested. This amounts will be automatically added to the salary totals to populate the "Total Personnel"			
OPERATING COSTS						OPERATING COSTS - In this section you need to categorize any expenses that are eligible for reimbursement, we want to see as detailed a list as possible to help determine what is eligible at what isn't, if you run out of space then the NOTES tab can be utilized.			
Type	Itemized List of Reimbursable Expenses		\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	Along with the list we need to see the overall cost of each item and how much of that cost you are requesting from Monroe County. You should also include all other costs involved in the operation - even if not being requested - to reflect the true overall cost of running the program (please see the example).			
Supplies			\$	\$	\$				
Equipment			\$	\$	\$				
Rent/Lease			\$	\$	\$				
Insurance			\$	\$	\$				
Printing			\$	\$	\$				
Phone			\$	\$	\$				
Travel			\$	\$	\$				
Other			\$	\$	\$				
Total Operating Costs			\$	\$	\$		The total cost of the listed items (blue) and the total amount requested for those items (green) will auto populate here.		
OTHER ASSOCIATED COSTS									
Provide Details/Reasoning			\$ Request Year 1	\$ Request Year 2	Total \$\$ Request	CONTRACT SERVICES - In this section show the cost of the services provided by your program, the more detailed you can be the less follow up will be required. The breakdown should include what the service is, reasoning for the cost, the total of that cost and the amount of funding you are requesting for each. As before, you should also include the cost of non requested services to give a true representation of the overall program cost.			
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
			\$	\$	\$				
Other Associated Costs Total			\$	\$	\$	The total cost of services (blue) and total of the services request (green) will auto populate here.			
TOTAL FUNDING REQUEST						\$	\$	\$	The total program cost (blue) is a cumulation of the totals from personnel, operating costs and contract services and should include all non-requested costs as mentioned previously. The Violence Prevention Services Request (green) is also the cumulative totals of the amounts requested in the aforementioned sections and should match exactly to the amount of funds requested in your application.
ALL OTHER FUNDING SOURCES									
Please list ALL other funding sources that will be used towards this program									
Type	Amount		Source						
Federal Funds	\$								
State Funds	\$								
Local/Municipal Funds	\$								
Private Funds	\$								
Other (please Specify)	\$								
Other (please Specify)	\$								
Other (please Specify)	\$								
TOTAL			\$					OTHER FUNDING SOURCES - Please show all other sources of funding related to this particular program, the amounts when added to the Violence Prevention Services request should cover the total cost of the project as shown in the example.	



Purchasing & Central Services

Monroe County, New York

Adam J. Bello
County Executive

Colleen D. Anderson
Purchasing Manager

ADDENDUM NO: 1
RFP PROJECT: ARPA Safe Neighborhoods: Violence Prevention Services
DATE: May 2, 2025

PROPOSERS PLEASE NOTE:

Attached please find the following:

1. RFP Clarifying Questions and Answers.

SIGN this Addendum below acknowledging receipt and understanding and INSERT in PROPOSAL packet.

PURCHASING & CENTRAL SERVICES

A handwritten signature in black ink, reading "Colleen D. Anderson".

Colleen D. Anderson

The undersigned Respondent acknowledges receipt and understanding of Addendum No. 1 to the RFP for ARPA Safe Neighborhoods: Violence Prevention Services.

Date

Name of Company

Authorized Signature

Title

RFP CLARIFYING QUESTIONS AND ANSWERS

ARPA Safe Neighborhoods: Violence Prevention Services

Q1. Can the County please provide the funding ceiling for this opportunity?

A1. The County expects multiple proposals of varying scopes so no ceiling is provided. Responders are expected to include a proposed budget based on the services they propose to provide.

Q2. Can the County please confirm if access to existing Monroe County administrative data will be provided to enable the required client-level reporting?

A2. There is no database at this time.

Q3. Will primary data collection processes and implementation be required for client-level data?

A3. Yes.

Q4. Can the County please confirm if there is an existing reporting database for all client-level and program implementation requirements? If there is an existing system, what platform or software is currently being used?

A4. There is no database at this time.

Q5. Is a new data collection system or process required by the contractor?

A5. The contractor will be required to provide data via their own data collection system.

Q6. In the Reporting Accountability section, there is a reference to data reporting on assessments and assessment outcomes. Does this refer to post-training assessments? Or does this refer to assessments of individuals/families conducted by trainees? Please confirm if the subject opportunity will result in a grant (cost with no profit/fee) or contract award (Time and materials or Firm Fixed Price, both will include profit/fee).

A6. This question refers to training, which does not apply to this RFP.

Q7. If this will be a contract award, can the County confirm if it will be Time and Materials or Firm Fixed Price Contract type?

A7. This is a firm fixed price contract.

Q8. Please confirm the period of performance for this work.

A8. Please see Section 1.1 of the RFP which indicates the following: "Pending final approval from the Monroe County Legislature, the County's objective is to enter into a one-year agreement with the option to renew through December 31, 2026. PLEASE NOTE THAT ALL STATE AND LOCAL FISCAL RECOVERY FUNDS MUST BE EXPENDED BY DECEMBER 31,

2026. NO ADDITIONAL OPTIONS TO RENEW PAST DECEMBER 31, 2026 SHALL BE AVAILABLE. "

Q9. In Appendix H, where should Offerors include their indirect costs?

A9. Include under "Other Associated Costs."

Q10. If this is a grant award, can the County please confirm that there are no indirect rate caps or ceilings for Offerors?

A10. Yes, there are no direct rate caps or ceilings.

Q11. Are For-Profit entities eligible to bid on this opportunity?

A11. Yes.

Q12. Given the significant delays with the postal service and other mail delivery services, would the County please reconsider requesting mailed-in proposals and accept email-only submissions?

A12. No. Please see section 3.1.A of the RFP for submission requirements which indicates: Sealed proposals must be received at the address below on or before 3:00 PM Eastern Time, on May 16, 2025.

Kim Boedicker
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: kimboedicker@monroecounty.gov

Q13. Can the County please confirm that ARPA funding is the exclusive funding source for this opportunity? If not, can the County please clarify if there are other federal funding sources for this grant/contract and the source(s) of the programmatic funding (e.g., BJS, CVIPI, PSP, PSN)?

A13. Yes, ARPA is the exclusive funding source.