

BRING MONROE BACK

Monroe County, New York
Recovery Plan

State and Local Fiscal Recovery Fund
July 2024 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, 2021	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, 2023 - June 30, 2024	July 31, 2024
5	July 1, 2024 - June 30, 2025	July 31, 2025
6	July 1, 2025 - June 30 2025	July 31, 2026
7	July 1, 2026 - December 31, 2026	March 31, 2027

BRING MONROE BACK

Monroe County, New York
2024 Recovery Plan

TABLE OF CONTENTS

General Overview

Executive Summary	3
Monroe County Focus Areas	4

Investing in Transformational Change

Building Lasting Relationships	5
Upcoming Investments	7
Awardee Profiles, Project Descriptions and Successes	9

Monitoring Impact

Evaluation	60
Communicating Results	61

Table Expenses by Expenditures by Category 62

Attachments

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, 2023, and June 30, 2024. 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 continues to lay the groundwork to invest the remaining funds by the end of 2024, with community input and equity at the center of all decision making. 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

1. BUILDING LASTING RELATIONSHIPS

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 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.

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 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. Below is a list of all meetings the ARPA Community Liaison participated in to strengthen connections and relationships.

Quarterly ARPA Grantee Meetings

September 18, 2023

December 8, 2023

February 23, 2024

June 26, 2024

ARPA and County Meetings

07/14/23 NCP Planning Meeting
07/27/23 SWAN meeting on programs and events
08/07/23 On the Ground meeting on event updates
08/11/23 NCP meeting on event updates
08/11/23 Consumer Credit Counseling networking meeting
08/16/23 YMCA visit and meeting
08/14/23 HIVE meeting on event updates
08/29/23 NCP meeting on event updates
09/07/23 NCP meeting on event updates
09/08/23 NCP Partner meeting
09/27/23 Cameron Ministries (NCP) meeting on events and programs
10/04/23 Center for Community Alternatives Youth Advisory board meeting
11/14/23 Baden Street meeting on events and agency updates
01/12/24 NCP Partner meeting
04/08/24 Rise Up Rochester CERV meeting
04/12/24 NCP Partner meeting
05/08/24 NCP-SWAN meeting
07/10/24 RENEW Partner meeting

Networking and Smaller Events

07/07/23 SWAN Workforce Development Security Guard Graduation
08/25/23 NCP Community Walk
11/02/23 NCP-SWAN's Workforce Development Security Guard Graduation
11/08/23 NCP Community Conversations held at SWAN
12/05/23 NCP-Cameron Ministries open house
01/23/24 NCP-Cameron Ministries Barbershop ribbon cutting
05/05/24 NCP-Cameron Ministries Barbershop Apprentice graduation
06/12/24 HIVE Poetry Slam

2. UPCOMING INVESTMENTS

Broadband

Monroe County continues to work toward the goal of barrier-free access to affordable high-speed internet for all residents. After working with Magellan Advisors to develop a Community Access Plan and Funding Strategy for Broadband, the County issued two procurement requests to the community to address two different elements of broadband access to Monroe County residents – Infrastructure and Equity. A copy of the report from Magellan Advisors is available here: <https://www.monroecounty.gov/news-2023-01-26-broadband>.

Infrastructure

A Request for Proposal (RFP) for improved broadband accessibility was issued on June 2, 2023, with responses due on July 28, 2023. The July 2023 SLFRF Annual Report first outlines this RFP. A copy of the publicly issued RFP is attached to this report as Attachment A.

The solicitation identified two awardees to address the physical accessibility of broadband in the community. One will build and/or improve broadband infrastructure for unserved or underserved addresses within the City of Rochester, and one will build and/or improve broadband infrastructure for unserved or underserved properties outside the City of Rochester.

Equity

The County issued an Expression of Interest (EOI) Solicitation to address digital equity and inclusion on February 9, 2024, with responses due back by March 22, 2024. A copy of the publicly issued EOI is attached to this report as Attachment B.

The EOI sought to identify qualified agencies who could support target populations with programs designed to provide access to broadband, critical devices and training on the devices. This includes broadband affordability and availability, access to devices and support in using the devices, digital literacy, and training around privacy and cybersecurity. Negotiations are actively occurring with an entity to achieve the goals outlined in the EOI.

Housing

On March 12, 2024, Monroe County announced a new affordable housing initiative to create more affordable housing options for low- and moderate-income households. Negotiations are still active to award funding around this initiative, but the County plans to have final contracts in place by the end of 2024.

There are four components of this initiative:

Housing Search Navigator and After Care Program – This program is designed to fund an entity to connect low-to-moderate-income households with suitable and affordable housing. The program would also include screening services to confirm appropriate housing and educational support is secure. This ensures the tenants have the knowledge and skills to meet the requirements of the rental agreement and maintain the housing for them and their household members. An RFP was issued on April 19, 2024, with responses due on May 17, 2024. A copy of the publicly issued RFP is attached to this report as Attachment C.

Landlord Incentive Program – This program is focused on increasing the number of landlords in the community who will rent high-quality affordable housing to tenants at or below 65 percent Area Median Income. Landlords successfully participating in the program will receive \$1,000 for the first unit rented to an eligible tenant and \$500 for the next four units, up to five total units. The landlord would also be eligible for up to \$3,500 if the tenant does not pay rent during the first year or causes damages to the property. An RFP was issued on April 12, 2024, with responses due on May 10, 2024. A copy of the publicly issued RFP is attached to this report as Attachment D.

Landlord/Tenant Mediation Program – This program was created to increase housing stability by preventing evictions through a mutually negotiated agreement prior to pursuing eviction. The funding will increase the number of certified mediators who will offer mediation services to low- or moderate-income households and landlords located in Monroe County. An RFP was issued on April 19, 2024, with responses due on May 17, 2024. A copy of the publicly issued RFP is attached to this report as Attachment E.

Rental Repair Program – This program is intended to provide financial support to repair both occupied and unoccupied dwelling units throughout Monroe County. An RFP was issued on April 12, 2024, with responses due on May 10, 2024. A copy of the publicly issued RFP is attached to this report as Attachment F. No responses were received for this program and, therefore, no funding from the SLFRF program will be used for this program.

1. BUILDING LASTING RELATIONSHIPS

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 Rochester community to envision robust, localized mental health services in Rochester. These services will take the form of a dedicated Mental Health Clinic and Peer Service Support Program. This past year, to achieve those aims, Baden Street has begun assembling the various pieces of a Mental Health Clinic. These include onboarding a Director of Clinical Services, an Administrative Assistant, and a Mental Health Therapist. In addition, Baden Street has engaged construction professionals to begin construction of the Mental Health Clinic at 585 Joseph Ave.

In the coming year, Baden Street intends to:

- Continue preparation for, and construction of the Mental Health Clinic at 585 Joseph Ave
- Fully staff both the Mental Health Clinic and Peer Service Support Program
- 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 535 individuals with at least 1,375 services. 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: With ARPA funding, Big Brothers Big Sisters is building out its youth mentoring program and creating a Mentoring and Family Resource Center. They have also increased the availability of youth programs offered by BBBS such as back to school support, Family Resource Center activities, holiday/ winter support and mentoring relationships.

Key Accomplishments and Future Actions:

- 193 Kids currently enrolled and matched with mentors
- 33 New kids enrolled
- 32 New kids matched with mentors
- Expanding referral/partner Network
- Promotion of the Mentoring and Family Resource Center as a point of access for other community agencies
- Fill the Open Recruitment Specialist and Engagement Specialist positions

<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.

Organization History: The Brighton Fire District has roots back to January 1882 when the Hook and Ladder Company and the Hose Company, together known as the Fire Department began holding regular meetings in a rented room at the Town Hall. The Brighton Fire District's mission is "We exist to positively impact those we serve through professional service". More information on the history can be found at <https://brightonfire.org/about-us/about-bfrd/#history>.

<https://brightonfire.org/>

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 also 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 with past lived experience with the criminal legal/ family court system will advise and oversee the program.

Project Successes and Impact: Center for Community Alternatives is a wide-reaching organization that aims to, in partnership with multiple community action agencies, turn around the lives of youth and their families affected by violence. CCA's three-pronged approach of safe housing, advocacy and mental health aims to circumvent systems that are not achieving the intended goals for the youth they are supposed to support. With the scope of its ARPA project, CCA has hired and on-boarded two new staff, established 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. CCA has been able to serve almost 400 youth and their families to date with the help of ARPA funding.

As the project develops and grows, CCA intends to:

- Increase the amount of youth and families supported via safe housing
- Support and develop the Youth Advisory Board and its current 18 members
- Conduct community outreach in City neighborhoods to engage at-risk community members, and offer connection to victims of violence and their families

<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.

Organization History: CHS Mobile Integrated Healthcare, Inc. is a private not-for-profit organization that operates as an independent 501(c)(3) agency. We are governed by a volunteer Board of Directors and managed by an Operations Staff who oversee the volunteer and paid staff members, including EMTs and paramedics.

Members come from all walks of life. Many are paid EMTs and paramedics. Others are nurses, engineers, students and even assembly-line workers. Some members have used CHS as a stepping-stone to further their careers in medicine. Some of our former members are now doctors, nurses, PAs and administrators for large EMS agencies.

<https://chsmobilehealth.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 created an agile, responsive system that empowered 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:
\$469,817



**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.

Organization History: During her long rehabilitation from a near-fatal automobile accident in 1975, Rochesterian Bernice “Bunny” Skirboll discovered the healing power of friendship and vowed to make a difference in others’ lives. She got involve in the Mental Health Association's Adopt-A-Patient Program and soon transformed it into the community-based Compeer model, serving as Executive Director from its inception through 2006. Under Skirboll’s leadership, Compeer grew from a small program in Rochester to an internationally recognized mental wellness model and organization — one that has demonstrated solid results and been replicated around the globe. Today, the Compeer Rochester team carries forward their founder’s vision and mission to provide healing friendship to community members living with mental health challenges — and to shatter the stigma surrounding mental health conditions.

www.compeerrochester.org

Consumer Credit Counseling Service of Rochester, Inc.



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

- 165 Clients Counseled
- 77 Loans Recommended
- 32 Loans Approved
- Build out Network of Lending Partners

www.cccsofrochester.org

Deaf Refugee Advocacy, Inc.



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 group’s right to self-determination. DRA’s tireless efforts via formal courses and client services, as well as through enriching cultural events and social activities, have allowed DRA to meet and even surpass all of its benchmarks to date. By recently expanding from a one-room facility in a church into a much larger space and hiring five full-time staff members, DRA has been able to serve nearly 100 unique participants with its language, health care, mental health and workforce development courses. DRA also provides direct case management, one on one tutoring, legal supports and peer-to-peer groups.

Looking into the future, DRA intends to

- Increase technical and cultural competencies among the Deaf Refugee, Immigrant, and Asylees (RIA) population
- Increase quality of access to health care, financial and legal supports
- Grow workforce development courses and opportunities
- Expand its population served by 100 percent

www.deafrefugeeadvocacy.org/

Dress for Success Rochester



Funding Amount:
\$588,820



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) provides 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. Through this program, DFSR will serve 2,000 women at the Downtown Rochester Location and on the road with the DFS Express Mobile Boutique.

Project Successes and Impact: Helping women put their best foot forward since 2015, the mission of Dress for Success Rochester is to empower women to achieve economic independence by providing a network of support, professional attire and development tools to help women thrive in work and in life. With ARPA funding, Dress for Success has expanded its reach throughout Monroe County.

Key Accomplishments

- Completed renovations of physical space of Dress for Success boutique
- Deployed mobile Dress for Success boutique on wheels

<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 70 youth placed in jobs with employer partners
- Over 700 youth received academic support
- Over 200 received mentorship and employment navigation services
- Hired two full-time Career Navigation Specialists
- Buildout the Career Pathways Program
- Expand recruiting efforts within the City of Rochester School District

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

Finger Lakes Performing Provider System (FLPPS)



Funding Amount
\$5,000,000



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 200 “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

- After only 8 months, the program successfully concluded by using the ARPA funds to discharge 535 DTP patients from area hospitals to local SNFs
- The number of DTP patients awaiting SNF placements went from 167 in January 2023, to 81 in August 2023
- The program successfully facilitated DTP patient discharges in all length of stay categories, including patients with more than 100 unnecessary bed days, and significantly alleviated hospital overcrowding and back-ups caused by DTP patients waiting for SNF placement.
- The funding provided for 150 new hires, which included contract staff; 19 RNs, 32 LPNs, and 89 CNAs

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

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), 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 program is establishing educational pathways for healthcare professionals, creating jobs and building recruiting/employment partnerships between training programs and Skilled Nursing Facilities (SNFs).

Key Accomplishments and Future Actions

- 104 CNAs trained in LTC Workforce Program
- 16 RN candidates and 2 LPN candidates are currently participating in the LTC Workforce program
- 337 Non-Degree students trained to date in MCC Pathways Program
- 76 health care professionals have found employment in Monroe County
- Continue recruiting CNAs, HHAs, LPNs and RNs and build out training pipeline
- Strengthen partnerships and employment pathways with local Skilled Nursing Facilities

<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.

Organization History: The dedicated volunteers of the Fairport Fire Department operate fire, rescue and emergency medical units 24 hours a day, working out of two strategically located stations. The district is approximately 15 square miles and protects the Village of Fairport and a large portion of the Town of Perinton. The district is bisected by the Erie Canal and the CSX mainline railroad. Because of the busy railroad crossings and the canal lift bridge on Main Street, Station 1 is located to the south at 27 East Church Street, and Station 2 sits to the north, located at 1105 East Whitney Road. Station 1 houses two engines, one quint/aerial, one heavy rescue and one EMS squad. Station 2 houses two engines and one EMS squad. The department consists of just over 80 members, more than a 40 of which are active fire fighters protecting the lives and property of over 30,000 residents.

https://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 has a long and rich history in the Greater Rochester community as a pillar for access and distribution of affordable food services for those in need. Over the course of its ARPA Project, Foodlink has seen tremendous success; partnering with several local organizations to achieve its goals. The kitchen produced 20,000 meals last year to deliver to the most disenfranchised communities in the heart of the City of Rochester, and has been able to attain many of their deliverables with their mobile 'ice cream truck' model. Foodlink's incredible success continues steadily as they look into the future of its ARPA project.

Foodlink hopes to:

- Expand the number of meals served per day by expanding the number of sites to hit the 20,000 meal metric
- Provide training to new community partners (Project Haven, Freedom Scholars and Cameron Community Ministries) on data tracking and recording metrics, as well as surveys to ensure program quality
- Build on their ice cream truck model year round, not just in the summer, to deliver more highly-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.

Organization History: The Gates Fire District is an emergency services organization and provides fire, rescue and emergency medical services to a diverse community. The Fire District is committed to the preservation of life, property and the environment. Through education, training and public awareness, the District enhances the quality of life and the safety of the citizens it proudly serves.

www.gatesfd.org

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.

Organization History: Gates Volunteer Ambulance Service (GVAS) was founded in 1964 to serve the emergency needs of the residents of the Town of Gates. In March of 2014, GVAS and Spencerport Volunteer Ambulance merged to become one agency. Since then, GVAS has grown to over 100 volunteer and career members and a fleet of 12 vehicles housed out of three stations. The new GVAS district is now 52 square miles.

www.gatesems.org

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.

Organization History: HCR Home Care's story began with its founder, Chairwoman and CEO, Louise Woerner, whose life suddenly took a different path after her mother passed at an early age, leaving her father alone and needing help. As a hospice worker at the age of five for her live-in grandmother, Louise was brought up taking care of family. However, being a recent business school graduate and working as a consultant several states away, caring for her father wasn't possible. Knowing there was an entire generation of women in the same situation, she was compelled to return to Rochester and start that business. Her mission was to create a program to help people in their home when care couldn't be provided by family or friends. Today, HCR's dedication to its mission and high-skill services are honored by industry leaders, resulting in numerous awards and recognitions year-after-year as a leader in home health care.

www.hcrhealth.com/

Perinatal Network of Monroe County, Inc. d/b/a Healthy Baby Network



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 women and expand their Fatherhood Program with a focus 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 women 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 women. The Fatherhood Reentry services 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 760 parents and families through 2026.

Project Successes and Impact: Healthy Baby Network, or HBN, was founded in 1996, with the principal that every baby deserves to enter the world that is nurtured, and healthy for its development. Since its inception almost 30 years ago, the organization has made significant progress toward its goals. With its recent ARPA project, the HBN is looking to expand its Doula care program, and increase its Fatherhood program, with a focus on incarcerated fathers. So far, both programs have seen success, with over 50 pregnant participants enrolled in the Doula program, and over 50 fathers enrolled in the Fatherhood program. These numbers will continue to grow as marketing and networking expands.

Looking into the future, HBN aims to:

- Recruit a steady flow of 20 to 25 program participants per quarter
- Support former participants with connections and warm hand offs

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

Honeoye Falls-Mendon Volunteer Ambulance, Inc.



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.

Organization History: Honeoye Falls-Mendon Volunteer Ambulance, Inc. has roots back to February 26, 1964, when a group of five Honeoye Falls firefighters attended a village board meeting to discuss the need for an ambulance squad for the village. On July 27, 1964, the village approved formation of the Honeoye Falls Fire Department Emergency Relief Squad and the purchase of a 1964 Cadillac ambulance for \$9,595. HFMVA is the primary emergency medical services provider for the Village of Honeoye Falls and Towns of Mendon and West Bloomfield in Upstate NY, and the primary ALS provider for the Town and Village of Lima. Officially a department of the Village of Honeoye Falls, HFMVA serves a total population of approximately 18,380 residents in a 68 square-mile district, receiving over 1,000 requests for our services a year.

www.hfmva.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 contaminated 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.

Organization History: Irondequoit Ambulance was founded in 1982 by community members who wanted to have an ambulance based in Irondequoit and was focused on the community. For many years, a fully volunteer crew relied on a used ambulance to respond to calls. There were only a few hundred calls per year in these early days.

Initially, the ambulance used donated space at Abraham Lincoln School on North Park Drive as a base of operations. Through hard work, a new base was designed and built at 2330 Norton Street in 1989. In 1995, as call volume increased from a few hundred calls to over 1,200 annually, volunteer time became more difficult to find. To make sure we were committed to service the community properly, career staff were hired to cover daytime hours.

www.irondequoitambulance.com

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.

Organization History: The Lake Shore Fire District incorporated in 1957 and encompasses nearly 20 square miles in the most northern area of the Town of Greece. The organization operates out of two stations utilizing a combination of volunteer, career and part-time firefighters. We provide Fire Suppression, Ice and Water Rescue, and Emergency Medical Service (EMS) to the residents of the district as well as surrounding agencies when requested. The Fire District covers residential homes, apartment complexes, condominiums, commercial businesses, critical infrastructure, a marina and assisted living communities. This jurisdiction covers eight miles of the Lake Ontario shoreline, two divided highways and two major water treatment facilities. The Monroe County Water Authority, which resides in the eastern portion of the District, supplies domestic water for all of Monroe County and surrounding counties treating nearly 53 million gallons daily.

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

Lifespan of Greater Rochester, Inc.



Funding Amount:
\$777,777



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: The COVID-19 pandemic exposed and increased the economic insecurity and barriers to health care access for older adults in Monroe County. In the early days of the pandemic, Lifespan quickly pivoted to respond to hundreds of requests from elders in Monroe County for help related to food insecurity needs, and barriers to health care access, including vaccinations, telehealth and medications. The long-lasting negative impact of the pandemic on older adults continues with rising prices for basic needs that exacerbate poverty, and the resulting poor health outcomes. Lifespan saw the need and responded by securing 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.

Key Accomplishments

- LPNs have increased access to health care via coordination of transportation, medical appointments with older adults, facilitation of telehealth, arrangement of pharmacy delivery, and scheduling preventative health care screens and vaccinations
- Social Work Care Managers have increased household income by connecting vulnerable seniors to financial benefits such as SNAP and HEAP and improving safety at home by coordinating minor home modifications

<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 is a regional leader in education and social-emotional life skills for children and young adults. Recently celebrating 75 years in operation, they have opened new residential programs, expanded services to young adults at risk of losing supports as they age out, and improved staff trainings to target and tailor to the growing and ever changing needs of students. Within their ARPA project, the Mary Cariola Center has already seen successes with their 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. To build on that momentum, a newly designed website to further programs and trainings launched this summer.

Looking into the near future, the Center will be hosting a weeklong Career Development Academy to invest in high-quality education for its staff. This weeklong Academy aims to further approximately 100 staff members' formal education and continue to develop and grow their skills in their field.

In addition, the Center plans to:

- Continue the successful Academy and expand out to other locations to accommodate more people
- Expand on outreach efforts with the Community Navigator to at least 30 new individuals to provide assistance to with barriers to education and employment
- Implement more DEIB trainings for staff to create a more equitable program space for participants

www.marycariola.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. They are also planning a Diversity Equity Inclusion conference, which will be open to Monroe County businesses and non-profit agencies. Professionals in human resources and DEI will be able to attend this conference and obtain continuing education credits for their professional certificates.

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 43 people, with 16 more currently in the program. 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 will begin a new set of cohorts in September 2024. The program intends to serve 100 people (25 per quarter), with the goal of more individuals going through the program and successfully addressing their transportation needs.

www.monroecounty.gov/hs

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: In 2023, the Rochester Land Bank Corporation offered its support to Monroe County to seek and establish a second Land Bank in Monroe County that would operate outside of the City of Rochester limits and within Monroe County. In November 2023, the Monroe County Legislature adopted Resolution No. 339, authorizing the creation of the Monroe County Land Bank. On December 11, 2023, the County applied to the New York State Land Bank Program and received approval in January 2024. The New York Department of Financial Services provided the final required state approval in February 2024. The Monroe County Land Bank will hold its first meeting with the Board of Directors on July 29, 2024.

<https://www.monroecounty.gov/planning>
mcplanning@monroecounty.gov

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: Holistic Maternal and Infant Care

Project Description: The Department of Public Health (DPH) will submit a Request for Proposals (RFP) for a one-stop shop for healthy birthing services that supports underserved communities in Monroe County. The proposed birthing center will offer prenatal and postpartum healthcare services, centralized access to community resources and targeted care for BIPOC communities.

Project Successes and Impact: After receiving significant community feedback, the Department of Public Health (DPH) amended the initial scope of the Holistic Maternal and Infant Care program into a targeted Mother and Newborn Home Visitation Program. DPH issued a Request for Proposal and is currently negotiating the program scope with the award recipient.

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: Cure Violence

Project Description: The Monroe County Department of Public Health (MCDPH) will utilize ARPA funding to employ the Cure Violence system in select neighborhoods in the City of Rochester with high rates of gun violence. What makes Cure Violence unique is that it approaches violence with the understanding that violence is an epidemic process- one that can be stopped using the same evidence-based, public health strategies employed to fight epidemics such as COVID-19, AIDS, or Tuberculosis. Multiple studies have shown this well-known approach reduces shootings and violence in high crime neighborhoods. Monroe County would like to replicate the Cure Violence model in this community to see significant and sustained violence reduction. This will be a collaborative effort with community partners, including the Mayor's office, law enforcement, hospital systems, universities, community based organizations, violence prevention initiatives, faith organizations and others.

Project Successes and Impact: Monroe County is currently engaged in a study to research the Cure Violence model and its feasibility in our area. Pending the results of this study, Monroe County will determine which implementation model is pursued for this program if it is determined to fit our community goals and needs.

www.monroecounty.gov/health

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 creating and administering a revolving loan fund focused on underserved communities and businesses, as well as MWBE and Veterans in Monroe County. The microloans provide access to capital and technical assistance not otherwise available to small and start-up businesses. MCIDC has successfully distributed 26 loans to date totaling \$1,232,400. Of the loans that have been distributed, 17 were MWBE's totaling \$820,000.

MCIDC also lowered the interest rate for micro loans in 2024 to a fixed rate of 5 percent (4 percent for MWBE Certified and Service Disabled Veteran Owned Certified businesses). Fourteen borrowers refinanced in 2024 for the lower interest rate, including 10 MWBEs.

2023: 19 loans distributed for \$920k; 11 of these loans were MWBEs for \$535,000
2024: 7 loans distributed for \$312,400; 6 of these loans were MWBEs for \$285,400

In the future MCIDC aims to:

- Continue to increase the amount of business served to 32 by the end of 2024
- Expand access to capital and technical assistance as small business owners go through the application process

www.monroecounty.gov/planning-microloan

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 is working to engage 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.

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: 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. In the last 12 months, the Department of Public Safety has participated in over 120 community engagement events.

The Department hosted a paid internship in the summers of 2022 and 2023. With ARPA funding, the Department was able to increase the number of interns by hosting three separate cohorts of interns: spring, summer and fall.

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.

Organization History: The Public Safety team has partnered with the North American Family Institute, Inc. and is planning to have their first cohort in the third Quarter of 2024. 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.

www.monroecounty.gov/safety

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 is being 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, over 10,000 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 107 wellness trainings to date.

Breakdown:

- **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

<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 taken place 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 as a place of worship, refuge and civic engagement in Monroe County.

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
- Elevator Installation to improve accessibility

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

Multicraft Apprenticeship Preparation Program, Inc.



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.

- 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.
- Outreach efforts will increase to residents living in 14605, 14608, 14611, 14621, 14613, and 14619 zip codes.

<https://www.mappinc.org>

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, endtidal 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.

Organization History: The Penfield Volunteer Emergency Ambulance Service, Inc. was founded in 1966. Before its creation, Penfield residents would need to call for an ambulance from the City of Rochester. After several serious calls where it took an ambulance over 30 minutes to arrive on the scene, the Penfield Lions Club formed a committee to investigate the feasibility of a volunteer ambulance service for Penfield. The committee determined it was feasible and raised \$15,000 to purchase its first ambulance.

www.penfieldambulance.org

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.

Organization History: The ambulance service went into operation on September 11, 1971. Pittsford Volunteer Ambulance exists to provide Pittsford and neighboring communities with patient-centered care and consultation, education, prevention programs and partnerships to maintain quality of health and life.

<https://pittsfordambulance.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.

Organization History: The Expanded Access to Child Health Initiative (EACH) is ensuring equitable access to physical and mental health care for children and youth in the City of Rochester through a transformative model of care delivery. The initiative is initially funded partially with Monroe County ARPA funds, which helped leverage an additional \$5.4 million for the project. Funders include RCSD ARPA, ESL Charitable Foundation, Wegmans’ Family Foundation, NYS Office of Mental Health (OMH) and UR Medicine.

With current funding, key accomplishments include:

- School-based mental health clinics are now established in 14 schools; on track to exceed the goal with an anticipated 24 total schools implemented in the 2024-25 academic year
- Full telemedicine capacity achieved in 12 schools; 10 schools to be added 2024-2025
- Capacity-building Connecting 4 Kids and ECHO sessions completed with 14 schools; 8 schools scheduled for 2024-2025
- Parent, family, caregiver and youth engagement is underway with multiple community sessions and more than 50 individuals participating. Both parent and youth advisory groups are in development for 2024-2025

www.urmc.rochester.edu/pediatrics.aspx

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 Western New York (RAWNY) has been a vital institution for Monroe County since it began in 2005 as the Safer Monroe Area Reentry Team. RAWNY's mission is to provide a one-stop-shop for services and supports for adults leaving incarceration and reentering our community. RAWNY has developed a membership network of more than 50 organizations assisting those reintegrating with the community. Clients can receive a wide variety of services through RAWNY and its partner programs, including help with legal aid, access to housing, employment training and access to vital medical care.

Key Accomplishments and Future Actions

- Secured Permanent Housing for six individuals
- Obtained IDs, Social Security Cards, Birth Certificates for Over 40 Individuals
- Established partnership with U of R/Jordan Health – 15 Individual Served
- Participated in National "Reentry Week" celebrating the Successful Reentry of Incarcerated Individuals

<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, current inmates 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.

<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).

Organization History: The Ridge Road Fire District is also seeking ARPA funds to combat public health emergencies by expanding its community outreach and community risk reduction programs. These programs will target at-risk populations, including those living in congregate living facilities such as elder care, assisted living, and nursing homes. The District is currently providing a wide range of community outreach and community risk reduction programs, which includes public CPR training, Stop the Bleed, Child Passenger Car Seat Safety, Opioid Awareness, fall prevention, and lifespan referrals. T

<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: Rochester Energy Efficiency & Weatherization (RENEW) is a collective impact organization established in 2015 with the goal to invest in income-qualified homes to make them energy efficient, healthier and safer from environmental hazards. RENEW partners with a multitude of local organizations to use resources and funds to promote home health within our communities. Over the course of its ARPA project, RENEW has met its metrics, weatherizing 65 homes, with more projects planned. Not only do these renovations help with short-term housing costs, they also reduce fuel costs and carbon emissions, and aid in safer living conditions for home residents with health issues exacerbated by older homes.

Looking into the future, RENEW plans on:

- Expanding services to 15 homes a quarter
- Analyzing utility bills for potential fuel cost savings and carbon emissions reductions per self-reporting of the client

<https://www.racf.org/collaborations/rochester-energy-efficiency-and-weatherization>

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 community's most vulnerable populations. The Center's unique approach to holistic healthcare ensures that the uninsured and the underinsured receive wrap-around healthcare. Over the course of its ARPA project, the Center has put on successful DEI trainings to properly equip staff to care for diverse populations, hired four new staff to keep up with demands, and has served hundreds of individuals with 15,425 encounters.

Looking ahead, St. Joseph's aims to:

- Expand its clients served by 100 percent through its medical services, health access programs, mental health visits and other client-facing programs
- Update and modernize its space to be better equipped to serve the growing population
- Continue 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. As an added benefit, by participating in the Monroe County ARPA program, TH will be in a better position to receive funding under the NY State 1115 Medicaid Waiver program – a plan designed to improve access, quality and cost effectiveness of health services for the poorest and most at risk community members.

Key Accomplishment and Future Actions:

- Deployed Case Workers on site at Point of Entry (POE) programs to identify and evaluate needs of POE program Recipients
- Increase the number of completed referrals at its health clinic by integrating social determinants of health (SDOH) Assessment into its healthcare clinic’s workflow process.
- Expanding capacity at its food cupboard to meet the demands and needs of the community
-

www.trilliumhealth.org

Urban League of Rochester, NY, Inc.



Funding Amount:
\$3,139,007



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 offer job training and placement services geared towards skilled trades for individuals who are unemployed or underemployed, with a specific focus on those who have come through the criminal justice system. Over 300 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 as Mold Abatement Workers, Asbestos Handlers, and Lead Abatement Workers as well as certifications in OSHA 10. Participants will also have the option to complete Project Monitor certification, NCCR construction training, and OSHA 30. Urban League will also support participants by offering transportation to and from training sites, work attire, enrollment in GED programming, and stipends for living expenses and/or training related expenses based on need. Over the course of four years, Urban League will serve over 300 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. Currently, the Urban League has hired and trained three new staff members, enrolled almost 100 participants for training and have improved relations with local organizations to better facilitate employment pathways.

Looking into the future, the Urban League strives to:

- Maintain job placements for 80 percent of participants who enroll and complete courses
- Support staff with further training and development
- Connect with employers to best fit their program participants' needs.

<https://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.

Key Accomplishments:

- Expansion of Living Space at Richards House to 100 Individual Living Units
- Purchase of Electric Vehicle and Electric Scooters to Increase Accessibility to Employment Opportunities
- Purchase of Tablets and Computers to Increase Accessibility to Employment Opportunities
- Hired a Female Caseworker Specializing in Female Veteran Related Issues
- Establishment of a Food Pantry available to Veterans in Need living at Richards House and/or Out in the Community

<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.

Organization History: In the late 1930s, three downtown Rochester Catholic orphanages—St. Mary's Boys Home, St. Joseph's Orphan Asylum and St. Patrick's Girls Home—were closing their doors as a newly created foster care system took hold and hundreds of orphaned children were placed in private homes. By 1940, there were approximately six dozen children still awaiting placement. George H. Clark generously gave the Diocese 80 acres of beautiful farmland in Greece, New York. It took time to convert the working farm into a suitable home for children. But in 1942, the Sisters of St. Joseph joined hands and boarded city buses for an hour long trip to the quiet Dewey Avenue property and the five newly constructed English cottages they would share. Today, this peaceful setting is the main campus of Villa of Hope. Their mission—to help children become happy, responsible, contributing members of the community—continues to guide our work every day.

<https://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: For their ARPA project, VOA has built an urban hydroponic farm to provide nutritious produce to families experiencing homelessness, formerly homeless households, seniors and low-income households. The farm will also be used for agritherapy, childhood education nutrition programs, workforce development and education programs for local colleges and universities. VOA has served more than 1,400 people through its ARPA programs to date.

Looking ahead VOA will:

- Aim to increase number of adults served to 625 every quarter and
- Bring more children's groups onto the premises for education, roughly 30 children a quarter.

<https://www.voaupny.org>

Willow Domestic Violence Center of Greater Rochester, Inc. In Partnership with Providence Housing Development Corporation



Funding Amount:
\$3,009,905



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 Providence Housing Development Corporation and 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 2 Multi-disciplinary Family Justice Centers (FJCs). The FJCs 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. Cooperatively, Providence Housing will provide permanent supportive housing and rental assistance, childcare, language translation services, emergency/health services, employment services, and education to Eligible Participants and their households. This coordinated community effort among partners will streamline communication between agencies and encourage 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 and Providence Housing collaborated to provide survivors with thoughtful, trauma-informed wraparound services. The ARPA funding has enabled Willow to build out its Family Justice Center (FJC) program. Providence Housing has been able to provide housing and wrap around service to 35 individuals to date. The impact has been immediate and well received by both survivors and community partners.

Key Accomplishment and Future Actions:

- FJC staff served 255 Survivors in the First Half of 2024
- Providence Housing has provided housing and wraparound services to 35 individuals
- Implemented a Trauma-Informed Referral Network with Onsite Partners
- Hired two FJC Navigators
- Developing 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 FCJ Program

<https://willowcenterny.org/>

<https://providencehousing.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 three fully staffed Neighborhood Resource Centers located in the Lewis Street, Maplewood Ave., and Thurston Road branches. There, a member of the community can work with YMCA coordinators who can help identify the services needed, such as after school programs, elder care, food insecurity, refugee support and health and wellness. Once the needs are identified, these coordinators will work to ensure the member gets access to the right agency and/or community organization that can provide those services.

Key Accomplishments and Future Actions:

- Three fully staffed Neighborhood Resource Centers
- Expanding Food Access Program

<https://rochesterymca.org/>



Monitoring Impact

1. EVALUATION

Monroe County continues to perform robust monitoring procedures to ensure grantee compliance with ARPA contract guidelines and the SLFRF grant requirements. Full details of this monitoring process are included in the July 2023 annual report. Key aspects include individual risk assessments, frequent compliance meetings, extensive data reporting, and detailed spending reports.

On-site Meetings

As described in the July 2023 annual report, the County conducts on-site meetings at the grantee's location to review project performance and compliance. Topics covered during the meeting depend on project scope and risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems. The scope and frequency of these meetings depend on the result of a Risk Assessment.

At the time of writing the July 2023 report, no on-site meetings had been conducted, as no contracts had been operating for six months or more. Between then and the writing of this report, Monroe County has conducted numerous on-site meetings and is able to expand on their execution. On-site meetings typically require one full day at the grantee's location.

During the on-site process, Monroe County Finance Compliance team members gather information on all aspects of a grantee's ARPA-funded project and many aspects of the grantee's greater organization. Such topics include data systems and reporting, programmatic conduct, intake processes, records retention, and assessment of relevant material such as class curriculums, program designs, etc. Further subjects include agency finances, personnel and an assessment of the physical space and security. Discussions about agency finances can include reviews of accounting practices, payment processes, board involvement and structure, acquisition of general and trial ledger records, review of financial statements, etc. Monroe County addresses these subjects through conversations with project / organization leaders, interviews with employees, document requests, on-site observation and other methods. All information gathered is recorded in the ARPA portal.

Following the on-site meeting, Monroe County Finance Compliance team members produce a short report. The report contains a summary of observed operations and recommendations to address compliance shortfalls. Once completed, the report is sent to grantees and is recorded in the ARPA portal.

2. COMMUNICATING RESULTS

Monroe County is developing an interactive ARPA dashboard. The dashboard will provide information on the background of the Bring Monroe Back initiative and the State and Local Fiscal Recovery Funds awarded through the American Rescue Plan Act, detailed information on funding obligations, authorizations, and spending. The first phase will also provide information and images of the many events and success stories from the grantees and funded projects. Overall, the dashboard will offer the community a visual snapshot of the spending and structure of the County's investment to date. When all funds are fully committed by December 31, 2024, the future phases of the dashboard will provide interactive charts and graphs that highlight the individual projects, people served, successes and impact of the investments.

3. TABLE EXPENSES BY EXPENDITURES BY CATEGORY

Table of Expenses by Expenditure Category

Category		Total Obligations	Cumulative expenditures to date (\$)	Amount spent since last Annual Report
1	Expenditure Category: Public Health - TOTAL	\$ 38,968,212.59	\$ 12,136,724.62	\$ 552,634.78
1.1	COVID-19 Vaccination	\$ 5,890,149.20	\$ 5,890,149.20	\$ (2,003,805.68)
1.11	Community Violence Interventions	\$ 11,734,969.00	\$ 1,446,972.57	\$ 991,904.98
1.12	Mental Health Services	\$ 8,502,000.00	\$ 1,436,064.78	\$ 1,436,064.78
1.13	Substance Use Services	\$ 4,908,546.00	\$ 387,013.00	\$ 0
1.14	Other Public Health Services	\$ 7,932,548.39	\$ 2,976,525.07	\$ 128,470.70
2	Expenditure Category: Negative Economic Impacts - TOTAL	\$ 43,395,641.67	\$ 7,756,260.08	\$ 5,787,127.00
2.1	Household Assistance: Food Programs	\$ 1,430,745.00	\$ 124,311.15	\$ 55,083.90
2.2	Household Assistance: Rent, Mortgage, and Utility Aid	\$ 850,000.00	\$ 220,395.00	\$ 113,355.00
2.10	Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)	\$ 20,668,007.00	\$ 1,967,410.18	\$ 1,558,619.43
2.16	Long-Term Housing Security Services for Unhoused persons	\$ 1,974,500.00	\$ 1,190,698.32	\$ 942,052.95
2.22	Strong Healthy Communities Neighborhood Features that Promote Health and Safety	\$ 3,882,015.67	\$ 1,852,742.50	\$ 1,173,957.25
2.25	Addressing Educational Disparities Academic Social and Emotional Services	\$ 6,360,883.00	\$ 602,375.64	\$ 279,719.14
2.29	Loans or Grants to Mitigate Financial Hardship	\$ 5,800,000.00	\$ 1,299,264.59	\$ 1,299,264.59
2.37	Economic Impact Assistance: Other	\$ 2,429,491.00	\$ 499,062.70	\$ 365,074.74
3	Expenditure Category: Services to Disproportionately Impacted Communities – TOTAL	\$ 1,958,472.10	\$ 464,202.79	\$ 464,202.79
3.4	Public Sector Capacity Effective Delivery	\$ 1,958,472.10	\$ 464,202.79	\$ 464,202.79
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	\$ 4,211,816.00	\$ 0	\$ 0
	Expenditure Category: Revenue Replacement - TOTAL	\$ 0	\$ 0	\$ 0
7	Administrative and Other - TOTAL	\$1,500,000.00	\$ 585,577.33	\$ 408,988.67



www.monroecounty.gov/bringmonroeback



ADAM J. BELLO
COUNTY EXECUTIVE



ATTACHMENT A

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

Broadband Infrastructure Funding Opportunities

Release Date: June 2, 2023

Response Deadline: July 28, 2023



Monroe County
Department of Environmental Services &
Department of Planning and Development
50 West Main Street
Rochester, NY 14614

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:

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

RFP **Broadband Infrastructure Funding Opportunities**

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.

TABLE OF CONTENTS

Section 1 – Invitation to Participate.....	4
	<i>Purpose</i>
	<i>RFP Coordinator; Issuing Office</i>
	<i>Presentation and Clarification of the County's Intentions</i>
	<i>Timeline</i>
Section 2 – Scope of Work.....	6
	<i>Overview</i>
	<i>Detailed Scope of Work</i>
Section 3 – Specific Proposal Requirements.....	12
	<i>Submission of Respondent’s Proposal</i>
	<i>Response Date</i>
	<i>Clarification of RFP and Questions</i>
	<i>Addenda to RFP</i>
	<i>Organization of Proposal</i>
	<i>Method of Evaluation</i>
	<i>Oral Presentation</i>
	<i>Investigations</i>
Section 4 – MWBE Requirements.....	17
	<i>MWBE Goals and Utilization Plan</i>
	<i>Definitions</i>
Section 5 – General Information for the Respondent.....	20
	<i>Reservation of Rights</i>
	<i>Contract Negotiation</i>
	<i>Prime Responsibilities</i>
	<i>Contract Payment</i>
	<i>News Release</i>
	<i>Notification of Respondent Selection</i>
	<i>Independent Price Determination</i>
	<i>Incurring Costs</i>
	<i>Material Submitted</i>
	<i>Insurance Requirements</i>
Appendices.....	25
	<i>Appendix A – Standard Clauses for County Contracts</i>
	<i>Appendix B – Certification Regarding Debarment, Suspension, and Responsibility and Certification Regarding</i>
	<i>Monroe County Procurement Policy and Consequences for Violation</i>
	<i>Appendix C – Equal Pay Certification</i>
	<i>Appendix D – MWBE Utilization Plan</i>
	<i>Appendix E – Target Area Map</i>
	<i>Appendix F – RFP Scoring Matrix</i>

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals for Broadband Infrastructure Funding Opportunities. 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 agreements with a term commencing in or around October 2023 and ending on or before 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(s).

Leslie Sugrue, RFP Coordinator
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Fax: (585) 753- 1104
Email: LeslieSugrue@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 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into a grant contract(s) with the selected Respondent(s). 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 contracts in one or more rounds of funding during the funding period; (c) award contracts through other County departments or divisions and/or award contracts using non-SLFRF Funds (defined below); and/or (d) award one or more contracts to one or more qualified Respondents to achieve the objectives of this RFP.

1.4 Timeline

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

- This RFP will be distributed on **June 2, 2023**.
- Initial requests for RFP clarification must be submitted in writing to the to the RFP Coordinator at the address provided in Section 1 and received **no later than 3:00 PM ET on June 12, 2023**.
- All initial 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 registered and received a copy of this RFP via the County website on or before **June 23, 2023**.
- Final requests for RFP clarification must be submitted in writing to the to the RFP Coordinator at the address provided in Section 1 and received **no later than 3:00 PM ET on July 3, 2023**.
- All final 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 registered and received a copy of this RFP via the County website on or before **July 14, 2023**.
- **Final RFP submissions and forms must be received by 5:00 PM ET on July 28, 2023.**

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 third 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 storm water 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’s vision is for all of its residents to have barrier-free access to affordable high-speed internet. To accomplish this vision, Monroe County worked with Magellan Advisors to develop a Community Access Plan and Funding Strategy for Broadband, a copy of which is available here: <https://www.monroecounty.gov/news-2023-01-26-broadband>

In furtherance of the Community Access Plan and Funding Strategy for Broadband, Monroe County is seeking proposals to fund broadband infrastructure projects within Monroe County through the County’s Coronavirus State and Local Fiscal Recovery Funds (“SLFR Funds”), a part of the American Rescue Plan Act (“ARPA”). The County’s top priority is to work with a partner or partners to serve areas that are currently unserved and underserved. Respondents who can demonstrate an ability to provide additional benefits, such as service that is at the forefront of technology capabilities, service that provides a competitive advantage to Monroe County businesses, and affordable service options, will be given strong consideration.

The following defined terms and acronyms will be used in this RFP:

“**ACP**” shall mean Affordable Connectivity Program.

“**FCC**” shall mean the Federal Communications Commission.

“**Mbps**” shall mean megabits per second.

“**Target Areas**” shall mean the areas identified by Monroe County and described below.

“**Unserved Commercial Properties**” shall mean commercial and/or industrial properties (but not apartment complexes) without any broadband service at all, or with broadband service offering speeds below 25 Mbps Download/3 Mbps Upload Speed. Unserved Commercial Properties shall not include unimproved, vacant parcels unless otherwise agreed to by the County and a successful Respondent(s).

“**Unserved Properties**” shall mean Unserved Commercial Properties and Unserved Residential Properties.

“**Unserved Residential Properties**” shall mean residential properties (including single-family homes, multi-family dwellings, and apartment complexes) without any broadband service at all, or with broadband service offering speeds below 25 Mbps Download/3 Mbps Upload Speed. Unserved Residential Properties shall not include unimproved, vacant parcels unless otherwise agreed to by the County and a successful Respondent(s).

“**Underserved Commercial Properties**” shall mean commercial and/or industrial properties (but not apartment complexes) with broadband service at or above 25 Mbps Download/3 Mbps Upload Speed, but without broadband service offering speeds of 100 Mbps Download/20 Mbps Upload Speed or higher.

“**Underserved Properties**” shall mean Underserved Commercial Properties and Underserved Residential Properties.

“**Underserved Residential Properties**” shall mean residential properties (including single-family homes, multi-family dwellings, and apartment complexes) with broadband service at or above 25 Mbps Download/3 Mbps Upload Speed, but without broadband service offering speeds of 100 Mbps Download/20 Mbps Upload Speed or higher.

“Broadband Service” shall mean high-speed internet service that meets or exceeds the ARPA Broadband Requirements set forth below (i.e., at least symmetrical 100 Mbps Download/Upload speeds).

2.2 Detailed Scope of Work

Summary

This RFP is for qualified companies to bring Broadband Service to Unserved Properties and Underserved Properties in Monroe County. Successful Respondents will be expected to complete the following steps after the County awards a grant to the successful Respondent(s):

1. Identify all of the Unserved Properties and Underserved Properties located in the Target Area or Target Areas for which they are awarded grants;
2. Design, engineer, construct, maintain, and operate Broadband Service to the Unserved Residential Properties in the Target Area(s) that desire to be connected;
3. Depending on funding allocations and subject to the County’s approval, design, engineer, construct, maintain, and operate Broadband Service to other properties in the Target Area(s) that desire to be connected. In the event the County decides to fund additional connections, such connections shall be based on the following priority list:
 - a. Underserved Residential Properties
 - b. Unserved Commercial Properties
 - c. Underserved Commercial Properties
4. Provide reliable Broadband Service to customers within Monroe County.

Project Proposals

Respondents may provide proposals for one or more of the Target Areas set forth below. Respondents may not submit proposals for only a portion of a Target Area.

The County reserves the right to award multiple contract(s) pursuant to this RFP and/or make awards in one or more rounds of funding during the funding period. 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. Monroe County further reserves the right to award grants to multiple respondents within a Target Area, and/or award grants for none, some, or all Target Areas.

Target Areas

The County has identified several target areas that contain Unserved Properties and Underserved Properties in Monroe County. A GIS map showing each target area and potentially relevant census information is available here: <https://maps.monroecounty.gov/portal/apps/webappviewer/index.html?id=306a46fecfb6427b92d09012a8b19b19>. A link to the GIS database (titled “Broadband Map”) is also available here: <https://www.monroecounty.gov/gis>. A copy of the map is also attached to this RFP as Appendix E. A brief

description of each target area is included below. **PLEASE NOTE THAT ALL TARGET AREAS ARE ON PARITY WITH EACH OTHER. THE BELOW LIST IS NOT AN ORDER OF PRIORITY.**

1. Target Area A: Hamlin, Clarkson, Sweden, Parma
2. Target Area B: Riga, Wheatland, Ogden
3. Target Area C: Rush, Mendon
4. Target Area D: Portions of the City of Rochester (14604, 14605, 14608, 14611, 14613, 14614, and 14621)
5. Target Area E: Remainder of Monroe County

Municipal Cooperation

As part of this RFP, Monroe County has partnered with or intends to partner with municipalities located within the Target Areas to make certain municipal assets available to successful Respondents. Such assets may include:

1. Physical assets, such as municipal rights-of-way; municipal buildings (e.g., attachments to exterior of buildings, locating equipment in closets, etc.); County-owned conduit; County-owned fiber; and/or co-location on municipal towers; and/or
2. Transactional assets, such as a uniform permitting process across an entire Target Area or Target Areas.

The County has identified potentially relevant physical assets and included them as a layer on the GIS, available here: <https://maps.monroecounty.gov/portal/apps/webappviewer/index.html?id=306a46fecfb6427b92d09012a8b19b19>, for informational purposes only. A link to the GIS database (titled "Broadband Map") is also available here: <https://www.monroecounty.gov/gis>. **Neither the above list nor the assets depicted on the GIS are intended to be exhaustive, nor is the County representing or warranting that any of these assets will be or can be provided as part of an award.** Monroe County reserves the right to negotiate with successful Respondents to determine what municipal assets, if made available to the successful Respondent, would reduce project costs to the County. Monroe County further reserves the right for itself and the owner of such asset(s) to negotiate any rights, usage fees/license fees, and other contract terms associated with the use of such asset(s), which may include but may not be limited to the provision of public Wi-Fi in municipal-owned gathering spaces.

Monroe County Broadband Requirements

In addition to the ARPA requirements set forth below, Respondents must meet the following requirements set forth by Monroe County:

1. If a Respondent is awarded a grant for a Target Area, Respondent shall identify all Unserved Properties and Underserved Properties in that Target Area. Respondent will be required to connect at least all of the Unserved Residential Properties within the Target Area that desire to have Broadband Service. Depending on the amount of Unserved Commercial Properties, the amount of Underserved Properties, and the cost of connection, the County may also require Respondent to connect all Underserved Residential Properties, Unserved Commercial Properties, and/or Underserved Commercial Properties within the Target Area that desire to have Broadband Service.
2. Successful Respondents must submit their list of all Unserved Properties and Underserved Properties to the FCC in accordance with the FCC's challenge requirements.
3. Successful Respondents must have 99% reliability (or better) and low-link-latency (preferably 5 ms or less).
4. Successful Respondents must provide local sales and technology support in Monroe County.
5. Successful Respondents will be responsible for outreach to the Unserved Properties and Underserved Properties within the Target Area(s) to connect the properties to Broadband Service.

6. Successful Respondents shall assist Unserved Residential Properties and Underserved Residential Properties that desire to have Broadband Service and are eligible for the ACP to enroll in the ACP.
7. In the event the successful Respondent fails to identify an Unserved Property or Underserved Property in the Target Area and the Unserved Property or Underserved Property desires to be connected to Broadband Service within one (1) year of when the successful Respondent identified Unserved Properties and Underserved Properties in the Target Area, the successful Respondent shall be responsible, at its sole cost and expense, to connect that property to Broadband Service within three (3) months of discovering the error (Note: a successful Respondent will only be responsible for connecting Underserved Residential Properties pursuant to this requirement if the County funds the connection of Underserved Residential Properties as part of the successful Respondent's grant).
8. Initial residential offers must be made available within three (3) months of the infrastructure becoming active.
9. Successful Respondents shall not charge any additional fees or costs (e.g., hook-up fees, upfront or one-time rental fees, etc.) to residential customers that connect to Broadband Service pursuant to this RFP.
10. Successful Respondents shall be responsible for a County-specific plan to market the availability of Broadband Service in the Target Area pursuant to this RFP. The County and the municipalities located within the Target Area shall have the right, but not the obligation, to participate in these efforts.
11. Successful Respondents must provide matching funds to fund its proposed project. Monroe County will not fund 100% of any projects awarded under this RFP. Preference may be given to Respondents that offer creative ways to fund their project using non-County funds.
12. Successful Respondents will be required to assume full responsibility for all services and activities offered in its proposal(s), whether or not provided directly. Successful Respondents will be the sole point of contact for customers.
13. It is the County's intention to ensure that an affordable, high-speed product is available to County residents. Successful Respondents shall offer at least one product that provides Broadband Service (i.e., at least symmetrical 100 Mbps Download/Upload speeds) at a cost to residential customers not to exceed thirty (\$30) dollars a month from the time the residential customer is connected to the Broadband Service and continuing for at least five (5) years thereafter. Nothing herein shall be construed to limit residents from choosing any product offered by the successful Respondent and/or any other provider.
14. Monroe County will consider any type of technology (fiber, fixed wireless, satellite, etc.) or a mix of several different types included in a proposal. Respondents shall be responsible for demonstrating how the type of technology used in its proposal will: (1) meet the requirements set forth herein, and (2) continue to be relevant and serve Monroe County residents beyond 2026.
15. Successful Respondents will be expected to provide a performance bond and a labor and materials bond in an amount not less than one hundred percent (100%) of the total amount of all construction costs prior to contract execution.

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 Broadband Requirements

Respondents are solely responsible for reviewing and incorporating the ARPA Rules into their proposals. A brief summary of ARPA's broadband requirements is listed below:

- Projects must be designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection) and/or serve locations with an identified need for additional broadband investment.
- Upon completion, projects must either: (1) reliably meet or exceed symmetrical 100 Mbps download and upload speeds; or (2) reliably meet or exceed 100/20 Mbps AND demonstrate to the County that: (i) the project is scalable to a minimum of symmetrical 100 Mbps download and upload speeds, and (ii) 100 Mbps download and upload speeds is not practicable because of the excessive cost of the project or geography or topography of the area to be served by the project. **Notwithstanding the foregoing, preference will be given to projects that meet or exceed symmetrical 100 Mbps download and upload speeds.**
- Successful Respondents must either: (1) participate in the FCC's Affordable Connectivity Program (ACP); or (2) provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP.

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.

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 RFP Scoring Matrix that will be used during the evaluation period is attached to this RFP as Appendix F.

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 5:00 PM Eastern Time, on July 28, 2023.

Leslie Sugrue
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614
Fax: (585) 753-1104
Email: LeslieSugrue@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 one (1) electronic version containing the exact contents of the signed original Proposal in PDF format for each Target Area on which the Respondent proposes (see Section 3.5. – Application Requirements, item 3). Electronic copies should be provided on USB flash drive. **Proposals should be clearly marked as "Proposal for Broadband Infrastructure Funding Opportunities – Target Area ____."** 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 145 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.

1. **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.
2. **Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
3. **Target Area(s).** Target Area for which proposal is being submitted (**NOTE: if a Respondent is submitting a proposal for more than one (1) Target Area, each Target Area should be included in a separate proposal**)
4. **Team Profile and Organization**
 - a. Firm profile detailing history and qualifications
 - b. Organization Chart identifying key staff, responsibilities, and qualifications
 - c. Identify current service areas in both Monroe County and New York State
 - d. List and provide copies of franchise agreements, if any, with municipalities in the Target Area

5. Project Description/Solution

- a. Detailed description of the proposed project, including the type of technology you are proposing, a map of the proposed installation locations, and how it meets or exceeds each of the requirements set forth in this RFP
- b. Detail the amount of Unserved Residential Properties; Underserved Residential Properties; Unserved Commercial Properties; and Underserved Commercial Properties you anticipate your project will serve (Note: Monroe County understands and expects this number to only be an estimate)
- c. Detail how your project can be scaled to serve new developments in Monroe County and provide competitive expansion in Monroe County with minimal additional investment

6. Schedule. Schedule for the project, including project milestones. (Note: Monroe County must expend all ARPA funds no later than December 2026. All proposed milestones should be completed well in advance of that deadline).

7. Proposed Costs and Funding Strategy

- a. Overall Budget for entire scope of work detailed by component, where applicable, including:
 - i. A breakdown of anticipated cost per Unserved Residential Property; Underserved Residential Property; Unserved Commercial Property; and Underserved Commercial Property
 - ii. Amount of matching funds (both total dollar amount and percentage of the total project costs) to be provided by Respondent
 - iii. The total amount requested from Monroe County
 - iv. Any additional funding resources
- b. Project development costs on an annual basis over the construction period. The project cost estimate must include all project related costs **as separate line items**, including, but not limited to:
 - i. Design & engineering costs
 - ii. Field work & surveying costs
 - iii. Permitting (please include which entity/entities Respondent expects to apply for permits) costs
 - iv. Make-ready cost from all pole owners and/or right-of-way access
 - v. Construction costs, including contingencies and incidentals
 - vi. Closeout

8. Other factors for the County’s consideration. This may include, but is not limited to:

- a. If Respondent is submitting a proposal for more than one (1) Target Area, **Respondent must detail what cost savings it would realize if it was awarded more than one (1) Target Area.**
- b. Describe any benefits that your proposed system may provide that exceed specifications or enhance performance in ways that are not otherwise documented in your proposal.
- c. Proposed costs savings if Respondent was permitted to use municipal assets (NOTE: Respondent should detail types and locations of municipal assets)
- d. Any proposed revenue sharing with Monroe County
- e. Additional services respondent can provide for educational and/or governmental institutions
- f. Exceptions and omissions to the requirements set forth in this RFP

9. Marketing and Pricing Strategy

- a. Provide your proposed pricing structure for residential and commercial customers in Monroe County if you are awarded a contract pursuant to this RFP.

- b. Provide a County-specific marketing strategy aimed at providing availability and pricing options to all potential residential and commercial customers. Multiple avenues including in-person events, print media, direct mail, and other internet-based marketing options should be included.
- c. Provide copies of all Broadband Consumer Labels for the products you currently provide to customers in Monroe County

- 10. 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.
- 11. Equal Pay Certification.** Respondents and proposed subcontractors must print, sign, and submit with the proposal Appendix C: Monroe County Equal Pay Certification.
- 12. 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.
- 13. Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent," the section number of any requirement to which an exception is being taken and an explanation of their position.
- 14. Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.
- 15. MWBE 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 with whom a contract may be signed. A copy of the RFP Scoring Matrix that will be used during the evaluation period is attached to this RFP as *Appendix F*.
- C. Contract Approval Process.** Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Legislature and the Monroe County Law Department.

3.7 Oral Presentation

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

3.8 Investigations

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

SECTION 4 - MWBE 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.

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
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 Utilization Plan

CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN

<u>CONTRACTOR</u>		<u>CONTRACT</u>	
NAME:		PROJECT NAME:	
ADDRESS:		CONTRACT DESCRIPTION:	
CONTACT PERSON:			
PHONE:			

PROJECTED MBE/WBE CONTRACT SUMMARY

MINORITY BUSINESS ENTERPRISE

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT: \$ _____

CONTRACT MBE PERCENTAGE GOAL: _____ %

MBE PERCENTAGE/AMOUNT APPLIED TO THE CONTRACT: \$ _____

TOTAL MBE DOLLAR AMOUNT PROJECTED: \$ _____

MBE DOLLAR AMOUNT UNABLE TO MEET: \$ _____

WOMEN BUSINESS ENTERPRISE

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT: \$ _____

CONTRACT WBE PERCENTAGE GOAL: _____ %

WBE PERCENTAGE/AMOUNT APPLIED TO THE CONTRACT: \$ _____

TOTAL WBE DOLLAR AMOUNT PROJECTED: \$ _____

WBE DOLLAR AMOUNT UNABLE TO MEET: \$ _____

Contractor Utilization Plan Checklist

Utilization Plan: Please be specific and provide detail of the work being performed by M/WBEs
 Letters of Intent: Signed form must be submitted for each M/WBE scheduled to participate.
 Request for M/WBE Utilization Waiver: Must be submitted if there is any amount listed under the MWB or WBE Dollar Amount Unable to Meet

DEI/MWBE USE ONLY

Plan Approved: _____ Plan Disapproved: _____ Waiver Granted: _____ Waiver Denied: _____

By: _____

CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN (cont'd)

SECTION I-MBE PARTICIPATION

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

CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN (cont'd)

SECTION II-WBE PARTICIPATION

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

MINORITY AND WOMEN'S BUSINESS ENTERPRISE
LETTER OF INTENT

PROJECT: _____

TO: _____
(Name of Bidder)

The undersigned intends to perform work in connection with the above project as (Check one choice on each side):

_____ Minority _____ Woman

The undersigned M/WBE 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: _____

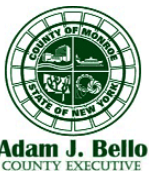
Completion Date: _____

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 contractors or non-M/WBE 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 Contractor

Authorized Signature



APPLICATION FOR WAIVER OF M/WBE PARTICIPATION GOAL

Section 1: Basic Information			
Contractor's Name:		Federal Identification Number:	
Street Address:		E-Mail Address:	
City, State, Zip Code:		Telephone:	
Project Name or Contract Number:	M/WBE CONTRACT GOALS		
	MBE %	WBE %	
Section 2: Type of M/WBE Waiver Requested			
MBE Waiver	<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised MBE percentage:
WBE Waiver	<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised WBE 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 good faith efforts to meet the M/WBE 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 also copies of the notice of application receipt.			
<input type="checkbox"/> Attachment A. List of the general circulation, trade and M/WBE-oriented publications and dates of publications soliciting for certified M/WBE participation as a subcontractor/supplier and copies of such solicitation. <input type="checkbox"/> Attachment B. List of the certified M/WBEs appearing in the State M/WBE Directory or 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 MWBEs. Describe specific reasons that responding certified M/WBEs were not selected. <input type="checkbox"/> 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 M/WBEs. <input type="checkbox"/> Attachment D. Description of the negotiations between the contractor and certified M/WBEs for the purposes of complying with the M/WBE goals of this contract. <input type="checkbox"/> Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified M/WBEs. <input type="checkbox"/> Attachment F. Waiver Pending ESD or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, 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) or an application statement form DEI/M/WBE. <input type="checkbox"/> Attachment G: List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. <input type="checkbox"/> Attachment H. Any additional information that may be considered in this request.			
Section 4: Signature and Contact Information			
By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote M/WBE participation pursuant to the M/WBE 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:
Name and Title of Preparer (Print or Type)			

FOR DEI/MWBE 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

Approved By:

Date:

Date Notice of Determination Sent:

Comments:

FOR Monroe County DEI/MWBE USE ONLY

Reviewed By:

Date:

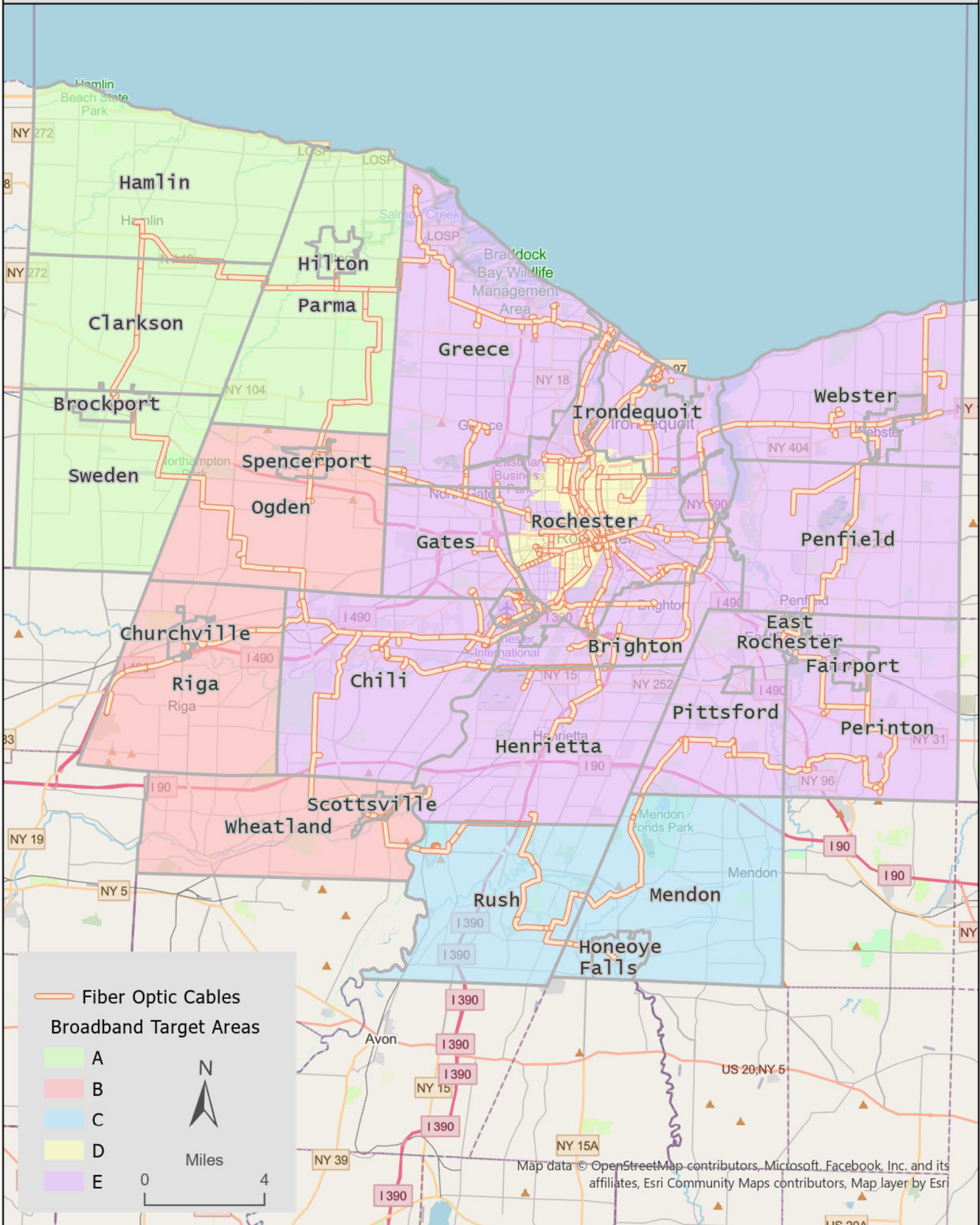
Waiver Granted:

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

Comments

Appendix E
Target Area Map

Monroe County Community Broadband Target Areas



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

Appendix F
RFP Scoring Matrix

ARPA Funding Opportunities Application Scoring

Total Points Possible – 100

The scoring matrix is broken into five (5) sections. Unless otherwise set forth below, each question is scored from zero (0) to ten (10) points, with a breakdown as follows:

10 points – exemplary

(Response far exceeds expectations, response provides detailed and thorough answers to all aspects of the question, demonstrates significant insight and depth)

8 points - very good

(Response exceeds expectations, response provides strong answers to all aspects of the question, with only minor mistakes or omissions)

6 points- good

(Response meets expectations, response adequately answers all aspects of the question, but lacks strong insight and depth)

4 points- fair

(Response does not totally meet expectation, response lacks clarity or further information is needed)

2 points- poor

(Response does not meet expectations, response does not answer many aspects of the question)

0 points- nonresponsive

(Response is blank or does not answer the question at all)

<u>QUALIFYING QUESTIONS</u>	YES	NO
Does this proposal qualify for funding under ARPA requirements?		

<u>WHAT IS THE PROJECT'S COMMUNITY IMPACT?</u>	Max Points available	Points Awarded
How many unserved Monroe County residential properties are expected to be served by this project? (2 pt) 1-100; (4 pts) 101-500; (6 pts) 501-2,000; (8 pts) 2,001-5,000; (10 pts) 5,001+	10	
How many underserved Monroe County residential properties are expected to be served by this project? (1 pt) 1-100; (2 pts) 101-500; (3 pts) 501-2,000; (4 pts) 2,001-5,000; (5 pts) 5,001+	5	
Will the type of technology efficiently and effectively serve the residents within the Target Area?	10	
<i>TOTAL POINTS</i>	25	

<u>IS THE PROJECT COLLABORATIVE?</u>	Max Points available	Points Awarded
What percentage of the project will Applicant match with its own funds? <i>(Note: points will be awarded based on percentage, i.e., a 40% match will be 4 points)</i>	10	
The proposal includes utilizing certified minority-owned, women-owned, or veteran owned businesses (0 pt-No; 5 pt.-Yes)	5	
<i>TOTAL POINTS</i>	15	

<u>IS THE PROJECT EQUITABLE?</u>	Max Points available	Points Awarded
Is the price-per-resident served equitable? <i>(note: this may be ranked on a comparative rather than static scale, with proposals having the lowest price-per-resident ranked higher than the proposals having the highest price-per-resident)</i>	10	
The program will not have undue costs, fees, financial requests or other obligations to participate that would be asked of targeted individuals or the community.	10	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT STRATEGIC?</u>	Max Points available	Points Awarded
The Applicant(s) demonstrates the administrative capacity and aptitude to implement, operate, and maintain the proposed project for its period of probable usefulness	10	
The project can be scaled to serve new developments and competitive expansion with minimal investment	10	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
Does the project offer additional benefits to Monroe County (e.g., revenue sharing, public wi-fi in municipal spaces, etc.) and/or its residents?	10	
Is the technology likely to continue to be relevant and serve Monroe County residents beyond 2026? (e.g., will the project speed exceed symmetrical 100 Mbps download and upload speeds? Does the project use fiber [rather than coax cable]?)	10	
<i>TOTAL POINTS</i>	20	

TOTAL POINTS SCORED _____

ATTACHMENT B

Monroe County Digital Equity & Inclusion Funding Opportunities Expression of Interest (EOI) Solicitation February 9, 2024

Background

Monroe County (the “County”) is located in Western New York and has a population of approximately 750,000. Monroe County contains one (1) city, the City of Rochester, nineteen (19) towns, and ten (10) villages. The City of Rochester is the third largest industrial and commercial center in the state, after New York City and the City of Buffalo.

Our vision is for all Monroe County residents to have barrier-free access to affordable high-speed internet. To accomplish our vision, Monroe County worked with Magellan Advisors to develop a Community Access Plan and Funding Strategy for Broadband, a copy of which is available here: <https://www.monroecounty.gov/news-2023-01-26-broadband>

In furtherance of the Community Access Plan and Funding Strategy for Broadband, the County is seeking Expressions of Interest from qualified entities to address COVID-19 and its impact on digital equity and inclusion through the County’s Coronavirus State and Local Fiscal Recovery Funds (“SLFR Funds”), a part of the American Rescue Plan Act (“ARPA”).

The County will review any proposals that addresses digital equity and inclusion in Monroe County, but anticipates funding the following types of programs:

Broadband Affordability & Availability

- Programs that address underserved communities (i.e., communities that have fewer than two internet service providers or have available internet download speeds of at least 25 Mbps but less than 100 Mbps) in Monroe County

Accessible Devices & Device Support

- Programs that distribute new and refurbished internet-enabled devices to Monroe County residents, with a preference for developing pathways for device ownership (rather than rentals) where possible.
- Programs that increase access to assistive technology (e.g., screen magnification devices, eye tracking mice, etc.) that meet the needs of people with disabilities and support the distribution of such devices.
- Programs that provide technical support to Monroe County residents experiencing technology challenges with their devices, both in-person and remote.
- Programs that facilitate inter-generational skill-sharing (e.g., youth supporting aging individuals with technology challenges) and expand successful programs. Target aging individuals and other adults that live alone or without caregivers.

Digital Literacy

- Programs that provide digital literacy training, especially those focused on skills for those in the Focus Populations (defined below).

- Programs that provide financial incentives and support during training for underserved and underrepresented populations to increase successful participation and address barriers to training program participation, such as wraparound services, including childcare, transportation assistance, access to devices, and stable internet access to trainees to ensure success.
- Programs that provide public or barrier-free computer centers.
- Programs that increase coordination among training providers; compile and consolidate best practices in digital literacy and digital job skills training; and disseminate among partners to support strong programming countywide. Where applicable, such programs should align on standardized and portable credentials that reflect evolving industry needs and indicate job readiness to employers.

Privacy & Cybersecurity

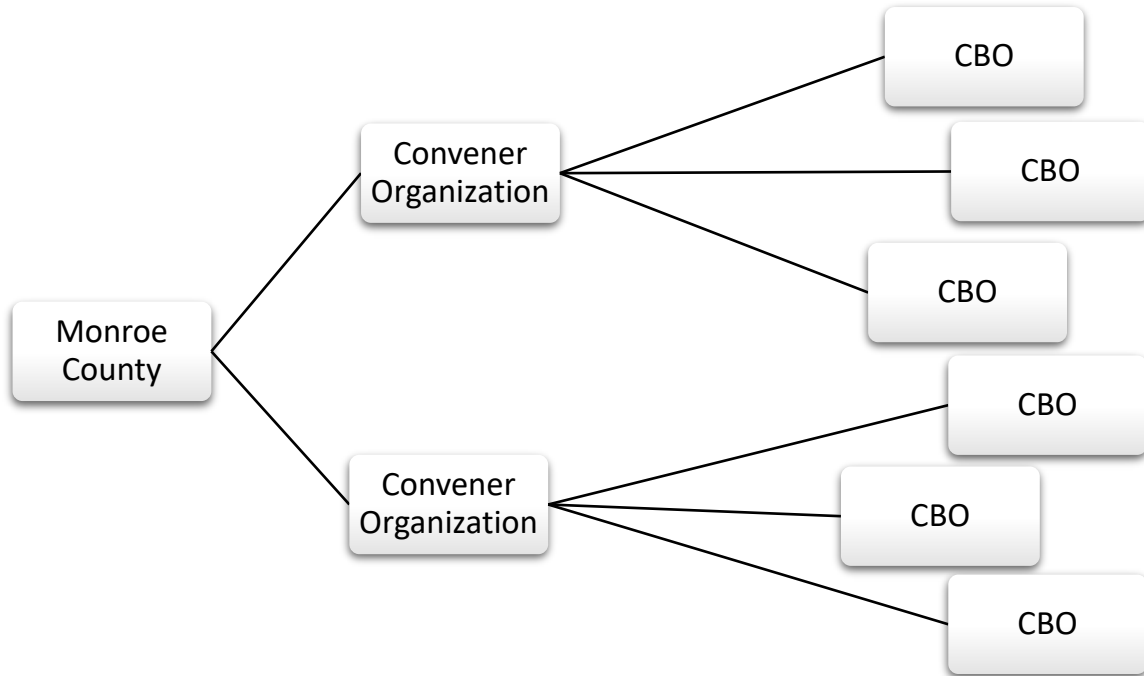
- Programs that provide online safety training to help Monroe County residents protect themselves against stolen data, scams, surveillance, and online harassment, with a preference on methods that shift the burden of protection away from individuals and toward communities, as well as online platforms and content providers.

Focus Populations

Through community input and data obtained through the Bring Monroe Back outreach efforts, Monroe County identified high-priority areas that emphasize how COVID-19 has impacted public health and the economy and developed goals to address losses endured from the pandemic to build an equitable, long-term recovery plan. As part of this effort, Monroe County identified sixteen focus populations, which are listed on Attachment A, that it intends to serve as part of this funding (generally herein, the “Focus Populations”).

Conveners and Community-Based Organizations

The County anticipates funding one or more convener entity to create, manage, and operate a countywide-system of programs that are provided by community-based organizations (“CBO”). A potential organizational structure may include:



Convener Organizations

Convener Organizations will be expected to meet the following criteria and/or perform the following tasks:

- Be a recognized leader in the communities they serve;
- Have experience in digital equity and inclusion issues;
- Identify and partner with multiple CBOs with whom it will subcontract to serve the Focus Populations;
- Compile and consolidate best practices in digital literacy and digital job skills training, and then use these best practices to “train the trainers” at CBOs to ensure consistency across the County;
- Procure and organize distribution of internet-enabled devices to those who successfully complete a training program with a CBO;
- Serve as a subrecipient of the County’s SLFR Funds and be responsible for monitoring CBOs, reviewing CBOs’ payment vouchers, and reimbursing the CBOs’ eligible expenses from the County’s SLFR Funds;
- Compile data from CBOs and 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. A summary of reporting requirements is attached as Attachment B;
- Meet with the County at regular intervals to discuss project scope and progress; and
- Report and meet agreed upon outcome measures, performance indicators, programmatic data, evidence-based interventions, and program evaluations required by the County and the ARPA rules.

CBOs

CBOs will be expected to meet the following criteria and/or perform the following tasks:

- Be a recognized leader within one or more Focus Populations that they serve;
- Expand an existing program and/or create a new program that addresses digital equity and inclusion;
- Provide information to the Convener Organization in order for the Convener Organization to meet its reporting requirements to the County;
- Provide voucher information to the Convener Organization in order to be reimbursed for eligible expenses.

Expressions of Interest

Entities interested in serving as a Convener Organization or a CBO must use the application forms attached as Attachment C. An entity may apply as both a Convener Organization and a CBO, but must fill out two separate applications (i.e., a Convener Organization application and a CBO application). The County reserves the right to reject incomplete applications and/or applications that do not use the forms attached as Attachment C.

Virtual Q&A

The County will host a virtual Digital Equity and Inclusion EOI Q & A Session open to all potential Respondents **on Friday, February 16, 2024 at 10:00 am**. Anyone interested in participating in the virtual information session may register at: https://monroecounty.gov.zoom.us/meeting/register/tZMlde2vqT4vE9JLx7m5f5SnAbt2_JfOPNeS.

After registering, you will receive a confirmation email containing information about joining the meeting.

Reservation of Rights

The County reserves the right to request clarification of any submitted information by one or more Respondents. The County reserves the right to publicly disseminate and/or provide information to Respondents who expressed interest in serving as a Convener regarding Respondents who expressed interest to serve as a CBO and vice versa. The County reserves the right to short list entities that respond to this Expression of Interest and only request such shortlisted entities to provide or participate in a full proposal to the County.

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.

Submission Details

The EOI Coordinator shall be sole point of contact until the process is complete. Questions should be submitted in writing to the EOI Coordinator at LeslieSugrue@monroecounty.gov by 3:00 PM on Friday, February 23, 2024. Answers will be posted on monroecounty.gov on or before Friday, March 1, 2024.

Statement of Qualifications package must be submitted to the EOI Coordinator by **5:00 PM on Friday, March 22, 2024** either: (1) electronically by emailing the Statement of Qualifications package as an attachment to LeslieSugrue@monroecounty.gov, and/or (2) submitting a hardcopy application to:

Leslie Sugrue, EOI Coordinator
Monroe County
Division of Purchasing and Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614

Attachment A
Focus Populations

Senior Citizens
Students K-12
Adults seeking educational and/or career services
African American
LatinX
International/ Refugee Students
Refugee Families
Disabled Community (Including Visual and Hearing Impaired)
Muslim
Deaf
Jewish
Veterans
LGBTQ
Domestic Violence
Low income individuals
Recently incarcerated/released

Attachment B

Sample Reporting Requirements for Convener Organization

NOTE: CBOs will be required to provide some or all of the below information to the Convener Organization in order for the Convener Organization to report to the County

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 Convener Organization. The below list is provided for example purposes only.***
 - i. Placed in training/ program (list the program)
 - ii. Completed training/ program (list the program)
 - iii. Directed to Community resources (check all that apply- Food, housing, employment, legal, health, social services)
- d. Programmatic Support – Outcomes. ***Note: outcomes may be tailored to each Convener Organization. The below list is provided for example purposes only.***
 - i. Placed in a Job (list type, industries, FT, PT, Temp, salary, etc.)
 - ii. Obtained housing (list zip code, identify whether housing is permanent or temporary, etc.)
 - iii. Secured food support (frequency of support, location of support [e.g., congregate or home delivery], etc.)
 - iv. Educational support (level of education, FT or PT program, etc.)
 - v. Obtained Health Services (mental health, obtaining primary care, 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
- 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
- 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

Attachment C
Application Forms

Monroe County Digital Equity & Inclusion Funding Opportunities
Expression of Interest (EOI) Solicitation
Convener Application Form

- 1) Contact Information
 - a) Entity Name
 - b) Entity Mailing Address
 - c) Entity Main Phone Number
 - d) Entity Main Email
 - e) Proposed Project Contact Name
 - f) Proposed Project Contact Email

- 2) Project Overview
 - a) Proposed Project Name.
 - b) Please provide an executive summary of your proposed project that describes the major activities and goals. (500 words.)
 - c) Identify how your proposed project will target and engage the “Focus Populations”. (500 words)

- 3) Connections with Community - Describe how the proposed project will partner and/or leverage resources within Monroe County.
 - a) List all partnerships and collaborations the entity CURRENTLY utilizes in existing programs that will also be incorporated into this proposed project. Describe the history and nature of those existing relationships.
 - b) List all potential partnerships and collaborations that you hope to utilize but the relationships are NOT YET ESTABLISHED.
 - c) Identify from the provided list of “Focus Populations” which groups your entity currently serves and how.

- 4) Entity Experience - Please describe the entity’s background and experience in managing a large, community engaged training and distribution program around technology.
 - a) List and briefly describe any previous programs the entity has facilitated that is comparable to this proposed project including:
 - i) number of people served;
 - ii) types of populations;
 - iii) partner agencies;
 - iv) cost; and
 - v) measurements of success utilized.
 - b) What gaps and/or barriers do you see with the Focus Population(s) you serve in accessing digital resources (e.g., lack of access to devices, gaps in training, etc.)? Please be as specific as possible on what Focus Populations and the types of gaps/barrier.
 - c) Describe the types and levels of technology based training and/or distribution programs this entity has managed/administered in previous programs. Identify the level of the training offered - basic, intermediate or advanced.

- d) Please list all projects in the past 3 years funded and monitored by local, state, or federal agencies. Include the project name and award amount.

Monroe County Digital Equity & Inclusion Funding Opportunities
Expression of Interest (EOI) Solicitation
Community Based Organization Application Form

5) Contact Information

- a) Entity Name
- b) Entity Mailing Address
- c) Entity Main Phone Number
- d) Entity Main Email
- e) Proposed Project Contact Name
- f) Proposed Project Contact Email

6) Connections with Community

- a) Identify from the provided list of “Focus Populations” which groups your entity currently serves and how.
- b) Identify 3 (three) significant achievements/successes within the last 5 years that indicates the entity’s leadership and influence within any of the “Focus Populations”.

7) Entity Experience

- a) Please describe the entity’s background and experience in conducting programs that address digital equity and inclusion.
- b) Describe the types and levels of technology based training and/or distribution programs this entity has conducted in previous programs. Identify the level of the training offered - basic, intermediate or advanced.
- c) List and briefly describe any previous programs the entity has participated in that is comparable to this proposed project including:
 - i) number of people served;
 - ii) types of populations;
 - iii) partner agencies; and
 - iv) measurements of success utilized.
- d) What gaps and/or barriers do you see with the Focus Population(s) you serve in accessing digital resources (e.g., lack of access to devices, gaps in training, etc.)? Please be as specific as possible on what Focus Populations and the types of gaps/barriers.
- e) Please list all projects in the past 3 (three) years funded and monitored by local, state, or federal agencies. Include the project name and award amount.
- f) Has this entity ever participated in community-based programs as a lead agency or as a subcontractor/subrecipient agency?

ATTACHMENT C

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

Housing Search Navigator and After Care Program

Release Date: April 19, 2024

Response Deadline: May 17, 2024



Monroe County
Department of Human Services
111 Westfall Road
Rochester, NY 14620
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
Email: lisarankin@monroecounty.gov

RFP Housing Search Navigator and After Care Program

Company: _____

Address: _____

Contact: _____

Contact Phone: _____

Email: _____

Reason for No-Response: _____

Project capacity. _____

Cannot bid competitively. _____

Cannot meet delivery requirements. _____

Cannot meet specifications. _____

Do not want to do business with Monroe County. _____

*Other: _____

Suggested changes to RFP _____

Specifications for next _____

Request for Proposals. _____

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

TABLE OF CONTENTS

Section 1 – Invitation to Participate.....5
Purpose
RFP Coordinator; Issuing Office
County’s Rights and Intentions
Time Line
Overview of the Organization

Section 2 – Scope of Work.....7
Overview
Detailed Scope of Work
Cost Proposal

Section 3 – Specific Proposal Requirements.....11
Submission of Respondent’s Proposal
Response Date
Clarification of RFP and Questions
Addenda to RFP
Organization of Proposal
Method of Evaluation
Oral Presentation
Investigations

Section 4 – MWBE & SDVOB Requirements.....16
MWBE Goals and Utilization Plan
Definitions
Waivers
Disqualification of Proposal
Enforcement of Contract
SDVOB Goals and Utilization Plan
Definitions
Waivers
Disqualification of Proposal
Enforcement of Contract

Section 5 – General Information for the Respondent.....20
Reservation of Rights
Contract Negotiation
Acceptance of Proposal Content
Prime Responsibilities
Property Rights
Contract Payment
News Release
Notification of Respondent Selection
Independent Price Determination
Incurring Costs
Material Submitted
Insurance Requirements
Proposal Certification

Appendices.....25

Appendix A – Sample Standard Contract

*Appendix B – Certification Regarding Debarment, Suspension, and Responsibility and Certification Regarding
Monroe County Procurement Policy and Consequences for Violation*

Appendix C – Equal Pay Certification

Appendix D – MWBE & SDVOB Utilization Plan

Appendix E – Program Budget

Appendix F – Reports

Appendix G – RFP Scoring Matrix

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals on behalf of the county social services district, the Monroe County Division of Social Services (MCDSS), for operation of a housing search navigator and after care program. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County and MCDSS 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.

MCDSS’ objective is to enter into a one-year agreement with the option for renewals through 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 Coordinator
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, MCDSS intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit MCDSS or 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 MCDSS and the County reserve the right, in their 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 MCDSS and/or 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 MCDSS and/or the County to do so. The County and MCDSS maintain the option to expand these types of services to other MCDSS or 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 19, 2024**.
- 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 26, 2024**.
- 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 3, 2024**.
- **Final RFP submissions must be received by 3:00 PM ET on May 17, 2024** 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 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 (the “County”) is located in Western New York and has a population of approximately 755,000. Monroe County contains one (1) city, the City of Rochester, nineteen (19) towns, and ten (10) villages. The City of Rochester is the fourth largest city by population in New York State.

Housing is the basis of stability and security for an individual or family. Housing instability creates significant stress for a household and can negatively impact employment, education, mental health, substance use, and interpersonal relationships. As our community continues to recover from the Covid-19 pandemic with unprecedented rent increases and a rise in evictions, the introduction of programs and services that increase the availability and access to affordable housing is the most cost-effective strategy for reducing intergenerational poverty and increasing economic mobility in Monroe County.

Monroe County is seeking proposals for a Housing Search Navigator and After Care Program to provide services throughout Monroe County. Successful Respondents will be required to: (1) assist eligible households assess their housing needs; (2) help eligible households secure housing; and (3) provide After-Care services to eligible households for at least six (6) months after they secure housing. The Housing Search Navigator and After Care Program will be funded through the County’s Coronavirus State and Local Fiscal Recovery Funds (“SLFR Funds”), a part of the American Rescue Plan Act (“ARPA”).

2.2 Detailed Scope of Work

Requirements for Respondents

This RFP is for qualified entities to establish and administer a Housing Search Navigator and After Care Program for low- or-moderate income households to help with housing search navigation. Successful Respondent(s) will be expected to complete the following steps after the County awards a grant to the Successful Respondent:

1. **Accept and Screen Applications for Assistance.** Successful Respondent(s) will be responsible for creating a program that meets the below eligibility thresholds.
2. **Screen Eligible Households.** Successful Respondent(s) will be responsible for confirming a proposed household is an Eligible Household in accordance with this program.
3. **Assist Eligible Households with Assessing Needs.** Create or identify an assessment tool(s) for determining housing needs of an eligible household, taking into account household size, desired location and accessibility needs, including information on income, household budget, credit, voucher status, eviction history and criminal background history, if applicable. Each eligible household should have a housing profile that will be used to guide their housing search. If other immediate needs are identified during the assessment process, the Successful Respondent(s) will connect the eligible household with available supports.
4. **Identify Housing Opportunities.** Identify and review available options with eligible households, including but not limited to accessing housing listings, connecting eligible households with landlords and management companies, and transporting eligible households to viewings. Successful Respondent(s) will be expected to work collaboratively with the County’s Landlord Incentive Program, Rental Repair Program, and/or other County initiatives to have access to the County’s unified database and resources for available housing.
5. **Assist Eligible Households with Securing Housing.** Match Eligible Households to appropriate units that are free of health and safety code enforcement violations based on the outcomes of the assessment tool

and housing profile. Successful Respondent(s) will be expected to assist eligible households with identifying available units that meet their needs as well as applying for the units, gathering required paperwork, paying fees, etc.

6. **Provide After-Care Services.** Successful Respondent(s) must create detailed, after-care management services tailored to meet the needs of the eligible household after the eligible household secures housing. The detailed plan should include, but shall not be limited to:
 - a. A point of contact for the Successful Respondent(s), the landlord, and the eligible household to establishing a method of routine communication to ensure housing stability.
 - b. Tenant education.
 - c. Identified resources at and connections to ongoing community-based supports to meet ongoing needs.
 - d. A schedule of routine contact between the Successful Respondent and eligible household to ensure success.

The Successful Respondent(s) will be expected to administer, monitor, and, when necessary, amend an eligible household's after-care management services plan for at least six (6) months after the eligible household secures housing.

7. **Raise awareness of Housing Search Navigator and After Care Program in Monroe County.** Create an outreach and communication plan to identify eligible landlord and management companies. The outreach and communication plan should describe how the Respondent will cultivate relationships with landlords and include mechanisms for maintaining continuous communication.
8. **Report Outcome.** The Successful Respondent(s) shall report to the County on type(s) of services provided and success of mediation using provided software platform for data collection and reporting.

Monroe County Housing Search Navigator and After Care Requirements

Successful Respondent(s) shall be required to establish and administer a program that meets the following requirements:

1. Successful Respondent(s) will be expected to create four (4) housing search navigator positions and two (2) after-care case managers to establish and administer the Housing Search Navigator and After Care Program.
2. Eligible Households must meet the following criteria:
 - a. Household Income under 65% AMI;
 - b. Monroe County resident(s);
 - c. Housing Choice or Rental Supplement voucher holder; and
 - d. Homeless or at risk of homelessness.

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 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>

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.**

2.3 Cost Proposal

Respondents should complete the attached Program Budget Template for the project. The Budget template is attached as Appendix E. An Excel version of the Budget template can be obtained by email request to the RFP Coordinator, lisarankin@monroecounty.gov.

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 17, 2024.

Lisa Rankin
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Email address: 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 six (6) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Housing Search Navigator and After Care Program."** 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 145 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. Provide proposal for a Housing Search Navigator and After Care Program to provide services throughout Monroe County, including:

1. Detail how Respondent will identify and determine eligibility of eligible households, including how Respondent would accept applications and ensure cultural relevancy.
2. How Respondent will identify and access up-to-date information on available housing.
3. Information on Respondent's process for analyzing an eligible household's needs and matching those needs with available housing.
4. Detail Respondent's plan for after-care management services.
5. Outline of outreach plan to raise awareness of Housing Search Navigator and After Care Program in Monroe County.

- 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. Please note that the County reserves the right to negotiate any and all proposed costs. See Section 2.3.
- 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 with whom a contract may be signed. A copy of the RFP 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.

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 MONROE COUNTY DIVISION OF SOCIAL SERVICES CONTRACT

The County contemplates that, in addition to all terms and conditions described in this document, the final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Sample Monroe County Division of Social Services Contract.

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

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH

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

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

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

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

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

3. The Contractor hereby agrees to perform the following services for the Division:
4. The Division agrees to make payment in accordance with the terms established and designated in Appendix B. Contractor agrees to comply with all of the Division's applicable claiming practices and policies, and to submit claims in a timely manner only for services actually provided under the terms of this contract.
5. Contractor assures and agrees that it will fully perform the services described in this contract in accordance with generally accepted professional standards in a manner satisfactory to the Division. The Division reserves the right to evaluate the quality of services provided by Contractor and suspend or terminate the purchase of services from Contractor should Division determine such

services are not being performed in accordance with the provisions of this contract. Nothing contained in this section however shall be construed to limit any other rights or duties of the parties of this contract to suspend or terminate this contract.

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

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

APPENDIX B: Reimbursement for Services

ATTACHMENT A: Program Narrative/Scope of Services

ATTACHMENT B: Program Budget

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

Date _____

Thalia Wright, Commissioner Monroe
County Division Of Social Services

Date _____

FEDERAL ID #

STATE OF NEW YORK) SS
COUNTY OF MONROE)

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

NOTARY PUBLIC

STATE OF NEW YORK) SS
COUNTY OF MONROE)

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

NOTARY PUBLIC

STANDARD CLAUSES FOR MONROE COUNTY DIVISION OF SOCIAL SERVICES
CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the Monroe County Division of Social Services (the "Division") or Monroe County ("the County"), whether a contractor, licenser, 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 the Monroe County Division of Social Services and Monroe County as an additional insured. All policies shall insure the Monroe County Division of Social Services and the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Division and the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensarion 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 Division and the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the Division and/or the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its 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 Division or the County from its own negligence or misfeasance or to assume any such liability for the Division or the County by the Contractor.

Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out 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 Division and the County shall not incur any liability beyond the funds annually budgeted therefore. The Division and 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 Division.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in "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 Division or the County; however, if there are findings or questioned costs related to the program that is federally funded by the Division or the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Uniform Grant Guidance) to the Division or 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 Division or the County, provide the Division or the County such documentation, records, information and data and response to such inquiries as the Division or the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the Division or the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the Division or the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

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

Section 8. RIGHT TO INSPECT

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

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

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

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

8.1 HOUSING CONTRACTS

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

All Housing contracts

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

Transitional Housing contracts

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

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

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

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

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

8.2 PREVENTIVE SERVICES CONTRACTS

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

8.3 FOSTER CARE

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

Section 9. NON-DISCRIMINATION

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is

qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Contractor is subject to penalties by the County and the Division of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 10. CONTRACTOR QUALIFIED, LICENSED, ETC.

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

Section 11. CONFIDENTIAL INFORMATION

For the purpose of this Agreement, “Confidential Information” shall include information or material proprietary to the Division and/or the County or designated as “Confidential Information” by the Division and/or the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the Division. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the Division and/or the County. Confidential Information also includes any information described above which the Division and/or the County obtained from another party which the Division and/or the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Division and/or the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

- a. Contractor shall not, without prior authorization from the Division and/or the County acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the Division and/or the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the Division and/or the County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

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

3. Freedom of Information Law

This paragraph 3 of Section 11 shall apply only after written notice by the Contractor that certain information provided to the Division or the County is Contractor's Confidential Information. In the event that the Division or the County or any of the Division's or the County's members, officers, agents or representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the Division or 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 Division or 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 Division or 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 Division or 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 Division or 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 Division or 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 Division and/or the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the Division and/or the County from enforcing each and every term of this Agreement thereafter.

Section 16. SEVERABILITY

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

Section 17. TITLE TO WORK

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

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

Section 18. WAGE AND HOURS PROVISIONS

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

Section 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. FAIR HEARINGS

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

Section 21. RENEGOTIATION

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

Section 22. ACCREDITATION

The Contractor represents and warrants to the County and Division that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of

this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

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

Section 23. CHILD ABUSE/STATE REGISTRY REQUIREMENTS

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

Pursuant to New York Social Services Law §413, effective July 1, 2014, the following persons and officials are required to report or cause a report to be made in accordance with New York State Law Social Services Law §413-420 when they have reasonable cause to suspect that a child coming before them in their professional or official capacity is an abused or maltreated child, or when they have reasonable cause to suspect that a child is an abused or maltreated child where the parent, guardian, custodian or other person legally responsible for such child comes before them in their professional or official capacity and states from personal knowledge facts, conditions or circumstances which, if correct, would render the child an abused or maltreated child: any physician; registered physician assistant; surgeon; medical examiner; coroner; dentist; dental hygienist; osteopath; optometrist; chiropractor; podiatrist; resident; intern; psychologist; registered nurse; social worker; emergency medical technician; licensed creative arts therapist; licensed marriage and family therapist; licensed mental health counselor; licensed psychoanalyst; licensed behavior analyst; certified behavior analyst assistant; hospital personnel engaged in the admission, examination, care or treatment of persons; a Christian Science practitioner; school official, which includes but is not limited to school teacher, school guidance counselor, school psychologist, school social worker, school nurse, school administrator or other school personnel required to hold a teaching or administrative license or certificate; social services worker; director of a children's overnight camp, summer day camp or traveling summer day camp, as such camps are defined in section thirteen hundred ninety-two of the New York public health law; day care center worker; school-age child care worker; provider of family or group family day care; or any other child care or foster care worker; mental health professional; substance abuse counselor; alcoholism counselor; all persons credentialed by the office of alcoholism and substance abuse services; peace officer; police officer; district attorney or assistant district attorney; investigator employed in the office of a district attorney; or other law enforcement official. Reports shall be made to the Local Register (461-5690) or to the New York State Child Abuse and Maltreatment Register (1-800-342-3720). When such a person is required to report under this title, he shall immediately notify the person in charge of such agency who shall then become responsible to report or cause reports to be made. Persons, officials or institutions participating in good faith making a report, taking photographs or removing or keeping a child pursuant to the law shall have immunity from any liability that may result. Any such person, official or institution who willfully fails to report suspected child abuse or maltreatment shall be guilty of a Class A misdemeanor and shall be civilly liable for damages.

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

to the Division. Upon being notified that an individual is the subject of an indicated report, the Division shall follow the provisions of 86 ADM-43 regarding making use of that individual's services.

Section 24. BACKGROUND CHECKS

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

Section 25. LOBBYING

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

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

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

Section 26. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

Section 27. PROPERTY REQUIREMENTS

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

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

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

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

Section 28. MISCELLANEOUS

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

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

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

d. Contractor agrees to cooperate with the Division, as may be required, so that the Division and appropriate New York State Agencies will be able to fulfill their function and responsibilities under

applicable provisions of the Social Security Act and the Social Services Law and be able to meet all of the applicable requirements, both State and Federal pertaining thereto.

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

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

g. 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.

h. 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		
CERTIFICATION		SCHEDULE START DATE		
CONTACT PERSON		PAYMENT SCHEDULE		
PHONE		COMPLETION DATE		
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
CERTIFICATION			SCHEDULE START DATE	
CONTACT PERSON			PAYMENT SCHEDULE	
PHONE			COMPLETION DATE	
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
CERTIFICATION			SCHEDULE START DATE	
CONTACT PERSON			PAYMENT SCHEDULE	
PHONE			COMPLETION DATE	
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: _____

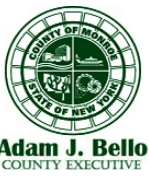
Completion Date: _____

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	<input type="checkbox"/>	Total	<input type="checkbox"/>	Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver	<input type="checkbox"/>	Total	<input type="checkbox"/>	Partial	If partial waiver, please enter the revised WBE percentage:	
SDVOB Waiver	<input type="checkbox"/>	Total	<input type="checkbox"/>	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
Program Budget Template

**Monroe County Department of Human
Services Appendix E Budget Proposal**

Contractor Name:	
Contract Period:	
Contracted Service:	
Person Completing this Budget:	
Title and Phone Number:	
Email Address:	

	Last Year Actual	Budget Year
Program Income		0
<i>MCDSS Contract</i>		
Other Government Contracts		
Foundation / Grant Support		
Contributions / Fundraising		
G&A Income Allocation		
Other Income		
Total Program Income	\$ 0	\$ 0

	0	0	
Expense Budget	Total Program Cost	Total Program Cost	Cost to be Reimbursed by MCDSS
Personal Services:			
Management Salaries		0	0
Direct Staff Salaries		0	0
Support Staff Salaries		0	0
Admin Staff Salaries		0	0
Other Staff Salaries		0	0
Total Staff Salaries	0	0	0
Fringe Benefits <i>Rate: 0.00</i>		0	0
Total Personal Services	\$ 0	\$ 0	\$ 0
Other Than Personal Services (OTPS):			
G&A Allocation [capped at 15% of Personal Services] <i>Rate:</i>		0	0
Occupancy		0	0
Telephone		0	0
Program Expenses		0	0
Office Supplies and Printing		0	0
Consulting / Subcontracts		0	0
Leased Equipment		0	0
Expensed Equipment		0	0
Total OTPS	\$ 0	\$ 0	\$ 0
Total Expenses	\$ 0	\$ 0	\$ 0
Program Surplus / (Deficit)	\$ 0	\$ 0	
<i># Served (client, case, bed night, etc)</i>			
<i>Cost Per</i>			

Personal Services Detail

Please indicate weekly full-time hours: (35, 37.5, 40)

Position Title	Annual Salary	# of Hrs Worked per Week	# of Months on Program	% Effort on Program	FTE	Allocated Program Salary	Salary to be Reimbursed by MCDSS
Management Staff:							
Total Management Staff							
Direct Staff:							
Total Direct Staff							
Support Staff:							
Total Support Staff							
Administrative Staff:							
Total Administrative Staff							
Other Staff:							
Total Other Staff							
Total of All Staff							
Fringe Benefits*	Audit Year-End Date:		Total Salaries:		Total Benefits:		Fringe Rate:
Audited Information:							0.00

*Please attach a copy of the page from your most recent audited financial statement that details your agency's total payroll and total benefits.

0
0

Occupancy & Telephone Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Occupancy Costs:		
Total Occupancy	\$ 0	\$ 0
Telephone Costs:		
Total Telephone	\$ 0	\$ 0

0
0

Program Expenses & Office Supplies Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Program Expenses:		
Total Program Expenses	\$ 0	\$ 0
Office Supplies and Printing:		
Total Office Supplies & Printing	\$ 0	\$ 0

0
0

Consulting & Equipment Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Consulting / Subcontract costs:		
Total Consulting / Subcontract	\$ 0	\$ 0
Leased Equipment:		
Total Leased Equipment	\$ 0	\$ 0
Expensed Equipment:		
Total Expensed Equipment	\$ 0	\$ 0

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

Total Points Possible – 85

<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?		

<u>WHAT IS THE PROJECT'S COMMUNITY IMPACT?</u>	Max Points available	Points Awarded
The proposed number of Monroe County residents affected by this program in 2025 and 2026 is meaningful and reasonable.	5	
Has the Applicant(s) demonstrated its understanding of community need?	5	
The proposal includes utilizing certified minority-owned, women-owned, or veteran owned businesses located in Monroe County.	5	
Is the Applicant(s) a recognized leader in the communities they serve and in the subject matter to be addressed?	5	
The Applicant's proposed implementation reflects a countywide approach.	5	
<i>TOTAL POINTS</i>	25	

<u>IS THE PROJECT EQUITABLE?</u>	Max Points available	Points Awarded
This project offers creative methods to target and engage specific vulnerable and/or underserved communities in Monroe County.	5	
The program will not have undue costs, fees, financial requests, or other obligations to participate that would be asked of targeted individuals or the community.	5	
This project adequately addresses language access.	5	
<i>TOTAL POINTS</i>	15	

<u>IS THE PROJECT STRATEGIC?</u>	Max Points available	Points Awarded
If the Applicant(s) includes a partnership, has the Applicant(s) worked with its proposed partners on a project or on any other initiative in the past five (5) years?	5	
The Applicant(s) demonstrates the administrative and fiscal capacity to implement the proposed project.	10	
The Applicant(s) demonstrates the aptitude and strategic approach to create, build upon, and sustain the proposed project, including experience with housing providers and/or renters.	10	
What is the cost-per-affected-resident? (i.e., Amount of \$ requested in proposal/ # of impacted residents)	5	
The budget narrative and costs are feasible and reasonable.	5	
<i>TOTAL POINTS</i>	35	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
The Applicant's proposed implementation is defined, measurable, achievable, and transformative.	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	10	

TOTAL POINTS SCORED _____

ATTACHMENT D

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

Landlord Incentive Program

Release Date: April 12, 2024

Response Deadline: May 10, 2024



Monroe County
Department of Human Services
111 Westfall Road
Rochester, NY 14620
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:

Walter Webert
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104
Email: wwebert@monroecounty.gov

RFP Landlord Incentive Program

Company: _____
Address: _____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response: _____
Project capacity. _____
Cannot bid competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with Monroe County. _____
*Other: _____

Suggested changes to RFP _____
Specifications for next _____
Request for Proposals. _____

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

TABLE OF CONTENTS

Section 1 – Invitation to Participate.....	4
	<i>Purpose</i>
	<i>RFP Coordinator; Issuing Office</i>
	<i>County’s Rights and Intentions</i>
	<i>Time Line</i>
	<i>Overview of the Organization</i>
Section 2 – Scope of Work.....	7
	<i>Background</i>
	<i>Detailed Scope of Work</i>
	<i>Cost Proposal</i>
Section 3 – Specific Proposal Requirements.....	11
	<i>Submission of Respondent’s Proposal</i>
	<i>Response Date</i>
	<i>Clarification of RFP and Questions</i>
	<i>Addenda to RFP</i>
	<i>Organization of Proposal</i>
	<i>Method of Evaluation</i>
	<i>Oral Presentation</i>
	<i>Investigations</i>
Section 4 – MWBE & SDVOB Requirements.....	16
	<i>MWBE Goals and Utilization Plan</i>
	<i>Definitions</i>
	<i>Waivers</i>
	<i>Disqualification of Proposal</i>
	<i>Enforcement of Contract</i>
	<i>SDVOB Goals and Utilization Plan</i>
	<i>Definitions</i>
	<i>Waivers</i>
	<i>Disqualification of Proposal</i>
	<i>Enforcement of Contract</i>
Section 5 – General Information for the Respondent.....	20
	<i>Reservation of Rights</i>
	<i>Contract Negotiation</i>
	<i>Acceptance of Proposal Content</i>
	<i>Prime Responsibilities</i>
	<i>Property Rights</i>
	<i>Contract Payment</i>
	<i>News Release</i>
	<i>Notification of Respondent Selection</i>
	<i>Independent Price Determination</i>
	<i>Incurring Costs</i>
	<i>Material Submitted</i>
	<i>Insurance Requirements</i>
	<i>Proposal Certification</i>

Appendices.....25

Appendix A – Sample Standard Contract

*Appendix B – Certification Regarding Debarment, Suspension, and Responsibility and Certification Regarding
Monroe County Procurement Policy and Consequences for Violation*

Appendix C – Equal Pay Certification

Appendix D – MWBE & SDVOB Utilization Plan

Appendix E – Program Budget

Appendix F – Reports

Appendix G – RFP Scoring Matrix

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals on behalf of the county social services district, the Monroe County Division of Social Services (MCDSS), for operation of a landlord incentive program. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County and MCDSS 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.

MCDSS’ objective is to enter into a one-year agreement with the option for renewals through 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.

Walter Webert, Contract Coordinator
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Fax: (585) 753- 1104
Email: wwebert@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, MCDSS intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit MCDSS or 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 MCDSS and the County reserve the right, in their 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 MCDSS and/or 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 MCDSS and/or the County to do so. The County and MCDSS maintain the option to expand these types of services to other MCDSS or 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 12, 2024**.
- 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 19, 2024**.
- 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 **April 26, 2024**.
- **Final RFP submissions must be received by 3:00 PM ET on May 10, 2024** 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 is comprised of 19 towns, 10 villages, and the City of Rochester, the third 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 Background

Monroe County (the “County”) is located in Western New York and has a population of approximately 755,000. Monroe County contains one (1) city, the City of Rochester, nineteen (19) towns, and ten (10) villages. The City of Rochester is the third largest industrial and commercial center in the state, after New York City and the City of Buffalo.

Housing is the basis of stability and security for an individual or family. Housing instability creates significant stress for a household and can negatively impact employment, education, mental health, substance use, and interpersonal relationships. As our community continues to recover from the Covid-19 pandemic with unprecedented rent increases and a rise in evictions, the introduction of programs and services that increase the availability and access to affordable housing is the most cost-effective strategy for reducing intergenerational poverty and increasing economic mobility in Monroe County.

Monroe County is seeking proposals to establish and administer a Landlord Incentive Program in Monroe County. Successful Respondents will be required to: (1) recruit landlords and property managers to rent to low- or-moderate income households; and (2) provide incentives to those that rent units to low- or-moderate income households. The Landlord Incentive Program will be funded through the County’s Coronavirus State and Local Fiscal Recovery Funds (“SLFR Funds”), a part of the American Rescue Plan Act (“ARPA”).

2.2 Detailed Scope of Work

Definitions

“**Eligible Tenants**” shall mean renter households whose income is at or below 65% Area Median Income (AMI).

“**Dwelling Unit**” shall mean a rental unit providing living, sleeping, eating, cooking and sanitation, which shall be free of health and safety code enforcement violations and in compliance with all land use regulations (e.g., if it is a multi-family home, it must be permitted to be a multi-family home under local zoning code).

Requirements for Respondents

This RFP is for qualified entities to establish and administer a Landlord Incentive Program in Monroe County. Successful Respondent(s) will be expected to complete the following steps after the County awards a grant to the Successful Respondent(s):

1. **Accept and Screen Applications for Funding.** Successful Respondent(s) will be responsible for creating a program that meets the below eligibility thresholds, as well as accepting and screening applications from landlords and property managers.
2. **Screen Eligible Tenants.** Successful Respondent(s) will be responsible for confirming a proposed tenant is an Eligible Tenant in accordance with this program, either through its own review and determination, a referral from the County (either directly or through the County’s Housing Search Navigator), Partners Ending Homelessness’s Coordinated Entry Prioritization List, and/or referral from a community-based organization that has reviewed and affirmed the tenant’s eligibility.
3. **Inspect Dwelling Units Prior to Tenancy.** Successful Respondent(s) will be responsible for inspecting an approved Dwelling Unit prior to tenancy to ensure compliance with the program and to document condition of the unit at the time of lease commencement.

4. **Raise Awareness of Landlord Incentive Program in Monroe County.** Create an outreach and communication plan to recruit landlords and identify Dwelling Units. The outreach and communication should prioritize Dwelling Units in close proximity to, or with strong transit linkages to, centers of employment and/or institutions that provide high quality education or childcare, health care, services and healthy foods.
5. **Maintain a database of available units.** Maintain and update a database of available Dwelling Units. Successful Respondent(s) will be expected to work collaboratively with the County's Rental Unit Repair Program, Housing Search Navigator and After Care Program, and/or other County initiatives to produce a unified database and resources for available housing.
6. **Report Outcome.** The Successful Respondent(s) shall report to the County on names of landlords, location of Dwelling Units, types of incentives, and outcome for Eligible Tenants using provided software platform for data collection and reporting.

Monroe County Landlord Incentive Requirements

Successful Respondent(s) shall be required to establish and administer a program that meets the following requirements:

1. Incentives
 - a. Landlords renting to Eligible Tenants referred from the County (either directly or through the County's Housing Search Navigator) or Partners Ending Homelessness's Coordinated Entry Prioritization List would receive \$1,000 for the 1st unit rented and \$500 for the next 4 units, up to 5 total units.
 - b. Landlords renting to Eligible Tenants from any other source other than the County (either directly or through the County's Housing Search Navigator) or Partners Ending Homelessness's Coordinated Entry Prioritization List would receive up to \$500 per unit rented, up to 5 total units.
 - c. If an Eligible Tenant damages the Dwelling Unit during the first year of tenancy and/or does not pay rent during the first year of tenancy, Landlord will be eligible for up to \$3,500 to cover such loss.
 - i. Landlord must provide documentation or proof of damages to the Successful Respondent(s), which Successful Respondent(s) must compare against its preliminary inspection to verify that the damage was caused during the Eligible Tenant's tenancy. Payments for damage will be reimbursed to the Landlord after the Landlord provides proof, in such form acceptable to Successful Respondent(s), of repair.
2. Ongoing Responsibilities
 - a. In the event of a dispute that may lead to an eviction, Landlord must agree to not file papers to evict the Eligible Tenant without first going through the County's Landlord/Tenant Mediation Program.
 - b. Rent during the Eligible Tenant's tenancy cannot exceed 85% of Fair Market Rent.

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 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>

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.**

2.3 Cost Proposal

Respondents should complete the attached Program Budget Template for the project. The Budget template is attached as Appendix E. An Excel version of the Budget template can be obtained by email request to the RFP Coordinator, wwebert@monroecounty.gov.

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 10, 2024.

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

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

- B. Withdrawal Notification.** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies.** Respondents must submit one (1) signed original Proposal and six (6) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Landlord Incentive Program."** 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. Provide your proposal for a Landlord Incentive Program to provide services throughout Monroe County, including:

1. How Respondent will identify and access up-to-date information on available housing that are free from health and safety code enforcement violations and in compliance with all land use regulations.
2. Information on Respondent's process for screening, monitoring, and ensuring compliance for landlords, tenants, and incentives in accordance with the Program and ensure cultural relevancy.
3. Outline of outreach plan to raise awareness of Landlord Incentive Program in Monroe County.

- 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. Please note that the County reserves the right to negotiate any and all proposed costs. See Section 2.3.
- 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 with whom a contract may be signed. A copy of the RFP 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.

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 MONROE COUNTY DIVISION OF SOCIAL SERVICES CONTRACT

The County contemplates that, in addition to all terms and conditions described in this document, the final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Sample Monroe County Division of Social Services Contract.

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

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH

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

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

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

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

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

3. The Contractor hereby agrees to perform the following services for the Division:
4. The Division agrees to make payment in accordance with the terms established and designated in Appendix B. Contractor agrees to comply with all of the Division's applicable claiming practices and policies, and to submit claims in a timely manner only for services actually provided under the terms of this contract.
5. Contractor assures and agrees that it will fully perform the services described in this contract in accordance with generally accepted professional standards in a manner satisfactory to the Division. The Division reserves the right to evaluate the quality of services provided by Contractor and suspend or terminate the purchase of services from Contractor should Division determine such

services are not being performed in accordance with the provisions of this contract. Nothing contained in this section however shall be construed to limit any other rights or duties of the parties of this contract to suspend or terminate this contract.

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

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

APPENDIX B: Reimbursement for Services

ATTACHMENT A: Program Narrative/Scope of Services

ATTACHMENT B: Program Budget

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

Date _____

Thalia Wright, Commissioner Monroe
County Division Of Social Services

Date _____

FEDERAL ID #

STATE OF NEW YORK) SS
COUNTY OF MONROE)

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

NOTARY PUBLIC

STATE OF NEW YORK) SS
COUNTY OF MONROE)

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

NOTARY PUBLIC

STANDARD CLAUSES FOR MONROE COUNTY DIVISION OF SOCIAL SERVICES
CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the Monroe County Division of Social Services (the "Division") or Monroe County ("the County"), whether a contractor, licenser, 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 the Monroe County Division of Social Services and Monroe County as an additional insured. All policies shall insure the Monroe County Division of Social Services and the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Division and the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensarion 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 Division and the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the Division and/or the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its 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 Division or the County from its own negligence or misfeasance or to assume any such liability for the Division or the County by the Contractor.

Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out 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 Division and the County shall not incur any liability beyond the funds annually budgeted therefore. The Division and 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 Division.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in "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 Division or the County; however, if there are findings or questioned costs related to the program that is federally funded by the Division or the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Uniform Grant Guidance) to the Division or 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 Division or the County, provide the Division or the County such documentation, records, information and data and response to such inquiries as the Division or the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the Division or the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the Division or the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

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

Section 8. RIGHT TO INSPECT

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

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

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

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

8.1 HOUSING CONTRACTS

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

All Housing contracts

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

Transitional Housing contracts

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

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

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

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

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

8.2 PREVENTIVE SERVICES CONTRACTS

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

8.3 FOSTER CARE

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

Section 9. NON-DISCRIMINATION

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is

qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Contractor is subject to penalties by the County and the Division of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 10. CONTRACTOR QUALIFIED, LICENSED, ETC.

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

Section 11. CONFIDENTIAL INFORMATION

For the purpose of this Agreement, “Confidential Information” shall include information or material proprietary to the Division and/or the County or designated as “Confidential Information” by the Division and/or the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the Division. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the Division and/or the County. Confidential Information also includes any information described above which the Division and/or the County obtained from another party which the Division and/or the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Division and/or the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

- a. Contractor shall not, without prior authorization from the Division and/or the County acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the Division and/or the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the Division and/or the County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

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

3. Freedom of Information Law

This paragraph 3 of Section 11 shall apply only after written notice by the Contractor that certain information provided to the Division or the County is Contractor's Confidential Information. In the event that the Division or the County or any of the Division's or the County's members, officers, agents or representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the Division or 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 Division or 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 Division or 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 Division or 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 Division or 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 Division or 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 Division and/or the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the Division and/or the County from enforcing each and every term of this Agreement thereafter.

Section 16. SEVERABILITY

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

Section 17. TITLE TO WORK

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

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

Section 18. WAGE AND HOURS PROVISIONS

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

Section 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. FAIR HEARINGS

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

Section 21. RENEGOTIATION

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

Section 22. ACCREDITATION

The Contractor represents and warrants to the County and Division that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of

this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

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

Section 23. CHILD ABUSE/STATE REGISTRY REQUIREMENTS

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

Pursuant to New York Social Services Law §413, effective July 1, 2014, the following persons and officials are required to report or cause a report to be made in accordance with New York State Law Social Services Law §413-420 when they have reasonable cause to suspect that a child coming before them in their professional or official capacity is an abused or maltreated child, or when they have reasonable cause to suspect that a child is an abused or maltreated child where the parent, guardian, custodian or other person legally responsible for such child comes before them in their professional or official capacity and states from personal knowledge facts, conditions or circumstances which, if correct, would render the child an abused or maltreated child: any physician; registered physician assistant; surgeon; medical examiner; coroner; dentist; dental hygienist; osteopath; optometrist; chiropractor; podiatrist; resident; intern; psychologist; registered nurse; social worker; emergency medical technician; licensed creative arts therapist; licensed marriage and family therapist; licensed mental health counselor; licensed psychoanalyst; licensed behavior analyst; certified behavior analyst assistant; hospital personnel engaged in the admission, examination, care or treatment of persons; a Christian Science practitioner; school official, which includes but is not limited to school teacher, school guidance counselor, school psychologist, school social worker, school nurse, school administrator or other school personnel required to hold a teaching or administrative license or certificate; social services worker; director of a children's overnight camp, summer day camp or traveling summer day camp, as such camps are defined in section thirteen hundred ninety-two of the New York public health law; day care center worker; school-age child care worker; provider of family or group family day care; or any other child care or foster care worker; mental health professional; substance abuse counselor; alcoholism counselor; all persons credentialed by the office of alcoholism and substance abuse services; peace officer; police officer; district attorney or assistant district attorney; investigator employed in the office of a district attorney; or other law enforcement official. Reports shall be made to the Local Register (461-5690) or to the New York State Child Abuse and Maltreatment Register (1-800-342-3720). When such a person is required to report under this title, he shall immediately notify the person in charge of such agency who shall then become responsible to report or cause reports to be made. Persons, officials or institutions participating in good faith making a report, taking photographs or removing or keeping a child pursuant to the law shall have immunity from any liability that may result. Any such person, official or institution who willfully fails to report suspected child abuse or maltreatment shall be guilty of a Class A misdemeanor and shall be civilly liable for damages.

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

to the Division. Upon being notified that an individual is the subject of an indicated report, the Division shall follow the provisions of 86 ADM-43 regarding making use of that individual's services.

Section 24. BACKGROUND CHECKS

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

Section 25. LOBBYING

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

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

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

Section 26. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

Section 27. PROPERTY REQUIREMENTS

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

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

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

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

Section 28. MISCELLANEOUS

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

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

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

d. Contractor agrees to cooperate with the Division, as may be required, so that the Division and appropriate New York State Agencies will be able to fulfill their function and responsibilities under

applicable provisions of the Social Security Act and the Social Services Law and be able to meet all of the applicable requirements, both State and Federal pertaining thereto.

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

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

g. 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.

h. 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		
CERTIFICATION		SCHEDULE START DATE		
CONTACT PERSON		PAYMENT SCHEDULE		
PHONE		COMPLETION DATE		
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
CERTIFICATION			SCHEDULE START DATE	
CONTACT PERSON			PAYMENT SCHEDULE	
PHONE			COMPLETION DATE	
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
CERTIFICATION			SCHEDULE START DATE	
CONTACT PERSON			PAYMENT SCHEDULE	
PHONE			COMPLETION DATE	
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	<input type="checkbox"/>	Total	<input type="checkbox"/>	Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver	<input type="checkbox"/>	Total	<input type="checkbox"/>	Partial	If partial waiver, please enter the revised WBE percentage:	
SDVOB Waiver	<input type="checkbox"/>	Total	<input type="checkbox"/>	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
Program Budget Template

**Monroe County Department of Human
Services Appendix E Budget Proposal**

Contractor Name: _____

Contract Period: _____

Contracted Service: _____

Person Completing this Budget: _____

Title and Phone Number: _____

Email Address: _____

	Last Year Actual	Budget Year
Program Income		0
<i>MCDSS Contract</i>		
Other Government Contracts		
Foundation / Grant Support		
Contributions / Fundraising		
G&A Income Allocation		
Other Income		
Total Program Income	\$ 0	\$ 0

	0	0	
Expense Budget	Total Program Cost	Total Program Cost	Cost to be Reimbursed by MCDSS
Personal Services:			
Management Salaries		0	0
Direct Staff Salaries		0	0
Support Staff Salaries		0	0
Admin Staff Salaries		0	0
Other Staff Salaries		0	0
Total Staff Salaries	0	0	0
Fringe Benefits <i>Rate: 0.00</i>		0	0
Total Personal Services	\$ 0	\$ 0	\$ 0
Other Than Personal Services (OTPS):			
G&A Allocation [capped at 15% of Personal Services] <i>Rate:</i>		0	0
Occupancy		0	0
Telephone		0	0
Program Expenses		0	0
Office Supplies and Printing		0	0
Consulting / Subcontracts		0	0
Leased Equipment		0	0
Expensed Equipment		0	0
Total OTPS	\$ 0	\$ 0	\$ 0
Total Expenses	\$ 0	\$ 0	\$ 0
Program Surplus / (Deficit)	\$ 0	\$ 0	

# Served (<i>client, case, bed night, etc</i>)			
Cost Per			

Personal Services Detail

Please indicate weekly full-time hours: (35, 37.5, 40)

Position Title	Annual Salary	# of Hrs Worked per Week	# of Months on Program	% Effort on Program	FTE	Allocated Program Salary	Salary to be Reimbursed by MCDSS
Management Staff:							
Total Management Staff							
Direct Staff:							
Total Direct Staff							
Support Staff:							
Total Support Staff							
Administrative Staff:							
Total Administrative Staff							
Other Staff:							
Total Other Staff							
Total of All Staff							
Fringe Benefits*	Audit Year-End Date:		Total Salaries:		Total Benefits:		Fringe Rate:
Audited Information:							0.00

*Please attach a copy of the page from your most recent audited financial statement that details your agency's total payroll and total benefits.

0
0

Occupancy & Telephone Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Occupancy Costs:		
Total Occupancy	\$ 0	\$ 0
Telephone Costs:		
Total Telephone	\$ 0	\$ 0

0
0

Program Expenses & Office Supplies Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Program Expenses:		
Total Program Expenses	\$ 0	\$ 0
Office Supplies and Printing:		
Total Office Supplies & Printing	\$ 0	\$ 0

0
0

Consulting & Equipment Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Consulting / Subcontract costs:		
Total Consulting / Subcontract	\$ 0	\$ 0
Leased Equipment:		
Total Leased Equipment	\$ 0	\$ 0
Expensed Equipment:		
Total Expensed Equipment	\$ 0	\$ 0

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

Total Points Possible – 85

<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?		

<u>WHAT IS THE PROJECT'S COMMUNITY IMPACT?</u>	Max Points available	Points Awarded
The proposed number of Monroe County residents affected by this program in 2025 and 2026 is meaningful and reasonable.	5	
Has the Applicant(s) demonstrated its understanding of community need?	5	
The proposal includes utilizing certified minority-owned, women-owned, or veteran owned businesses located in Monroe County.	5	
Is the Applicant(s) a recognized leader in the communities they serve and in the subject matter to be addressed?	5	
The Applicant's proposed implementation reflects a countywide approach.	5	
<i>TOTAL POINTS</i>	25	

<u>IS THE PROJECT EQUITABLE?</u>	Max Points available	Points Awarded
This project offers creative methods to target and engage specific vulnerable and/or underserved communities in Monroe County.	5	
The program will not have undue costs, fees, financial requests, or other obligations to participate that would be asked of targeted individuals or the community.	5	
This project adequately addresses language access.	5	
<i>TOTAL POINTS</i>	15	

<u>IS THE PROJECT STRATEGIC?</u>	Max Points available	Points Awarded
If the Applicant(s) includes a partnership, has the Applicant(s) worked with its proposed partners on a project or on any other initiative in the past five (5) years?	5	
The Applicant(s) demonstrates the administrative and fiscal capacity to implement the proposed project.	10	
The Applicant(s) demonstrates the aptitude and strategic approach to create, build upon, and sustain the proposed project, including experience with housing providers and/or renters.	10	
What is the cost-per-affected-resident? (i.e., Amount of \$ requested in proposal/ # of impacted residents)	5	
The budget narrative and costs are feasible and reasonable.	5	
<i>TOTAL POINTS</i>	35	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
The Applicant's proposed implementation is defined, measurable, achievable, and transformative.	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	10	

TOTAL POINTS SCORED _____

ATTACHMENT E

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

Landlord Tenant Mediation Program

Release Date: April 19, 2024

Response Deadline: May 17, 2024



Monroe County
Department of Human Services
111 Westfall Road
Rochester, NY 14620
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:

Walter Weibert
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104
Email: wweibert@monroecounty.gov

RFP Landlord Tenant Mediation Program

Company: _____

Address: _____

Contact: _____

Contact Phone: _____

Email: _____

Reason for No-Response: _____

Project capacity. _____

Cannot bid competitively. _____

Cannot meet delivery requirements. _____

Cannot meet specifications. _____

Do not want to do business with Monroe County. _____

*Other: _____

Suggested changes to RFP _____

Specifications for next _____

Request for Proposals. _____

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

TABLE OF CONTENTS

Section 1 – Invitation to Participate.....5
Purpose
RFP Coordinator; Issuing Office
County’s Rights and Intentions
Time Line
Overview of the Organization

Section 2 – Scope of Work.....7
Overview
Detailed Scope of Work
Cost Proposal

Section 3 – Specific Proposal Requirements.....10
Submission of Respondent’s Proposal
Response Date
Clarification of RFP and Questions
Addenda to RFP
Organization of Proposal
Method of Evaluation
Oral Presentation
Investigations

Section 4 – MWBE & SDVOB Requirements.....15
MWBE Goals and Utilization Plan
Definitions
Waivers
Disqualification of Proposal
Enforcement of Contract
SDVOB Goals and Utilization Plan
Definitions
Waivers
Disqualification of Proposal
Enforcement of Contract

Section 5 – General Information for the Respondent.....19
Reservation of Rights
Contract Negotiation
Acceptance of Proposal Content
Prime Responsibilities
Property Rights
Contract Payment
News Release
Notification of Respondent Selection
Independent Price Determination
Incurring Costs
Material Submitted
Insurance Requirements
Proposal Certification

Appendices.....24

Appendix A – Sample Standard Contract

*Appendix B – Certification Regarding Debarment, Suspension, and Responsibility and Certification Regarding
Monroe County Procurement Policy and Consequences for Violation*

Appendix C – Equal Pay Certification

Appendix D – MWBE & SDVOB Utilization Plan

Appendix E – Program Budget

Appendix F – Reports

Appendix G – RFP Scoring Matrix

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals on behalf of the county social services district, the Monroe County Division of Social Services (MCDSS), for operation of a landlord tenant mediation program. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County and MCDSS 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.

MCDSS’ objective is to enter into a one-year agreement with the option for renewals through 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.

Walter Webert, Contract Coordinator
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Fax: (585) 753- 1104
Email: wwebert@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, MCDSS intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit MCDSS or 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 MCDSS and the County reserve the right, in their 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 MCDSS and/or 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 MCDSS and/or the County to do so. The County and MCDSS maintain the option to expand these types of services to other MCDSS or 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 19, 2024**.
- 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 26, 2024**.
- 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 3, 2024**.
- **Final RFP submissions must be received by 3:00 PM ET on May 17, 2024** 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 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 (the “County”) is located in Western New York and has a population of approximately 750,000. Monroe County contains one (1) city, the City of Rochester, nineteen (19) towns, and ten (10) villages. The City of Rochester is the fourth largest city by population in New York State.

Housing is the basis of stability and security for an individual or family. Housing instability creates significant stress for a household and can negatively impact employment, education, mental health, substance use, and interpersonal relationships. As our community continues to recover from the Covid-19 pandemic with unprecedented rent increases and a rise in evictions, the introduction of programs and services that increase the availability and access to affordable housing is the most cost-effective strategy for reducing intergenerational poverty and increasing economic mobility in Monroe County.

Monroe County is seeking proposals for a Landlord/Tenant Mediation Program to provide services throughout Monroe County. Successful Respondents will be required to: (1) increase the availability of landlord/tenant mediators within Monroe County by recruiting and providing accredited mediation training; (2) promote and raise awareness of the benefits of landlord/tenant mediation; and (3) provide mediation services to eligible low- to moderate income households at risk of eviction. The Landlord/Tenant Mediation Program will be funded through the County’s Coronavirus State and Local Fiscal Recovery Funds (“SLFR Funds”), a part of the American Rescue Plan Act (“ARPA”).

2.2 Detailed Scope of Work

Requirements for Respondents

This RFP is for qualified entities to provide landlord/tenant mediation services to low- or-moderate income households and landlords located in Monroe County. Successful Respondent(s) will be expected to complete the following steps after the County awards a grant to the Successful Respondent:

1. **Recruit and Train Certified Mediators.** Recruit certified mediators and/or provide an accredited mediation training for landlord-tenant matters, including training at least five (5) Monroe County employees. Priority should be given to mediation programs that are designed to resolve conflicts at the earliest stage to preserve tenancy and prevent eviction. Monroe County Division of Social Services shall be responsible for identifying the Monroe County employees to be trained, as well as approve all non-County employees to be trained through this program.
2. **Provide Mediation Services to Landlords and Tenants.** Services shall be provided to:
 - A. Eligible landlords and tenants identified and referred to the Successful Respondent(s) by Monroe County; and
 - B. Eligible landlords and tenants identified by Successful Respondent(s), community based organizations, and/or other third parties and approved by Monroe County.

After receiving either a direct referral from the County or approval of a third-party referral from the County, the Successful Respondent(s) shall schedule and provide mediation to the landlord and tenant(s) to avoid an eviction filing and strengthen the tenant/landlord relationship. Mediation must be available in-person, virtually, and telephonically. Culturally relevant services with meaningful language access must be provided.

3. **Raise awareness of landlord/tenant mediation in Monroe County.** Create and implement an outreach and communication plan targeting landlords, management companies, and eligible tenants. Eligible tenants include households whose income is at or under 65% Area Median Income (AMI).
4. **Report Outcome.** The Successful Respondent(s) shall report to the County on the type(s) of services provided and success of mediation using provided software platform for data collection and reporting.

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 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>

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.**

2.3 Cost Proposal

Respondents should complete the attached Program Budget Template for the project. The Budget template is attached as Appendix E. An Excel version of the Budget template can be obtained by email request to the RFP Coordinator, wwebert@monroecounty.gov.

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 17, 2024.

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

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

- B. Withdrawal Notification.** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies.** Respondents must submit one (1) signed original Proposal and six (6) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Landlord Tenant Mediation Program."** 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 145 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. Provide proposal for a Landlord/Tenant Mediation Program to provide services throughout Monroe County, including:

1. Information on the accredited landlord/tenant mediation program utilized by the Respondent.
2. Information on Respondent's process for providing mediation trainings and facilitation of mediations between landlords and tenants. **Priority will be given to mediation programs that are designed to resolve conflicts at the earliest stage to preserve tenancy and prevent eviction.**
3. Outline of outreach plan to raise awareness of Landlord/Tenant Mediation in Monroe County.

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. Please note that the County reserves the right to negotiate any and all proposed costs. See Section 2.3.

- 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 with whom a contract may be signed. A copy of the RFP 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.

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 MONROE COUNTY DIVISION OF SOCIAL SERVICES CONTRACT

The County contemplates that, in addition to all terms and conditions described in this document, the final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Sample Monroe County Division of Social Services Contract.

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

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH

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

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

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

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

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

3. The Contractor hereby agrees to perform the following services for the Division:
4. The Division agrees to make payment in accordance with the terms established and designated in Appendix B. Contractor agrees to comply with all of the Division's applicable claiming practices and policies, and to submit claims in a timely manner only for services actually provided under the terms of this contract.
5. Contractor assures and agrees that it will fully perform the services described in this contract in accordance with generally accepted professional standards in a manner satisfactory to the Division. The Division reserves the right to evaluate the quality of services provided by Contractor and suspend or terminate the purchase of services from Contractor should Division determine such

services are not being performed in accordance with the provisions of this contract. Nothing contained in this section however shall be construed to limit any other rights or duties of the parties of this contract to suspend or terminate this contract.

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

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

APPENDIX B: Reimbursement for Services

ATTACHMENT A: Program Narrative/Scope of Services

ATTACHMENT B: Program Budget

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

Date _____

Thalia Wright, Commissioner Monroe
County Division Of Social Services

Date _____

FEDERAL ID #

STATE OF NEW YORK) SS
COUNTY OF MONROE)

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

NOTARY PUBLIC

STATE OF NEW YORK) SS
COUNTY OF MONROE)

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

NOTARY PUBLIC

STANDARD CLAUSES FOR MONROE COUNTY DIVISION OF SOCIAL SERVICES
CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the Monroe County Division of Social Services (the "Division") or Monroe County ("the County"), whether a contractor, licenser, 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 the Monroe County Division of Social Services and Monroe County as an additional insured. All policies shall insure the Monroe County Division of Social Services and the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Division and the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensarion 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 Division and the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the Division and/or the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its 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 Division or the County from its own negligence or misfeasance or to assume any such liability for the Division or the County by the Contractor.

Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out 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 Division and the County shall not incur any liability beyond the funds annually budgeted therefore. The Division and 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 Division.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in "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 Division or the County; however, if there are findings or questioned costs related to the program that is federally funded by the Division or the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Uniform Grant Guidance) to the Division or 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 Division or the County, provide the Division or the County such documentation, records, information and data and response to such inquiries as the Division or the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the Division or the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the Division or the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

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

Section 8. RIGHT TO INSPECT

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

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

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

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

8.1 HOUSING CONTRACTS

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

All Housing contracts

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

Transitional Housing contracts

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

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

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

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

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

8.2 PREVENTIVE SERVICES CONTRACTS

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

8.3 FOSTER CARE

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

Section 9. NON-DISCRIMINATION

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is

qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Contractor is subject to penalties by the County and the Division of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 10. CONTRACTOR QUALIFIED, LICENSED, ETC.

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

Section 11. CONFIDENTIAL INFORMATION

For the purpose of this Agreement, “Confidential Information” shall include information or material proprietary to the Division and/or the County or designated as “Confidential Information” by the Division and/or the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the Division. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the Division and/or the County. Confidential Information also includes any information described above which the Division and/or the County obtained from another party which the Division and/or the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Division and/or the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

- a. Contractor shall not, without prior authorization from the Division and/or the County acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the Division and/or the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the Division and/or the County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

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

3. Freedom of Information Law

This paragraph 3 of Section 11 shall apply only after written notice by the Contractor that certain information provided to the Division or the County is Contractor's Confidential Information. In the event that the Division or the County or any of the Division's or the County's members, officers, agents or representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the Division or 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 Division or 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 Division or 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 Division or 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 Division or 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 Division or 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 Division and/or the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the Division and/or the County from enforcing each and every term of this Agreement thereafter.

Section 16. SEVERABILITY

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

Section 17. TITLE TO WORK

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

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

Section 18. WAGE AND HOURS PROVISIONS

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

Section 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. FAIR HEARINGS

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

Section 21. RENEGOTIATION

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

Section 22. ACCREDITATION

The Contractor represents and warrants to the County and Division that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of

this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

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

Section 23. CHILD ABUSE/STATE REGISTRY REQUIREMENTS

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

Pursuant to New York Social Services Law §413, effective July 1, 2014, the following persons and officials are required to report or cause a report to be made in accordance with New York State Law Social Services Law §413-420 when they have reasonable cause to suspect that a child coming before them in their professional or official capacity is an abused or maltreated child, or when they have reasonable cause to suspect that a child is an abused or maltreated child where the parent, guardian, custodian or other person legally responsible for such child comes before them in their professional or official capacity and states from personal knowledge facts, conditions or circumstances which, if correct, would render the child an abused or maltreated child: any physician; registered physician assistant; surgeon; medical examiner; coroner; dentist; dental hygienist; osteopath; optometrist; chiropractor; podiatrist; resident; intern; psychologist; registered nurse; social worker; emergency medical technician; licensed creative arts therapist; licensed marriage and family therapist; licensed mental health counselor; licensed psychoanalyst; licensed behavior analyst; certified behavior analyst assistant; hospital personnel engaged in the admission, examination, care or treatment of persons; a Christian Science practitioner; school official, which includes but is not limited to school teacher, school guidance counselor, school psychologist, school social worker, school nurse, school administrator or other school personnel required to hold a teaching or administrative license or certificate; social services worker; director of a children's overnight camp, summer day camp or traveling summer day camp, as such camps are defined in section thirteen hundred ninety-two of the New York public health law; day care center worker; school-age child care worker; provider of family or group family day care; or any other child care or foster care worker; mental health professional; substance abuse counselor; alcoholism counselor; all persons credentialed by the office of alcoholism and substance abuse services; peace officer; police officer; district attorney or assistant district attorney; investigator employed in the office of a district attorney; or other law enforcement official. Reports shall be made to the Local Register (461-5690) or to the New York State Child Abuse and Maltreatment Register (1-800-342-3720). When such a person is required to report under this title, he shall immediately notify the person in charge of such agency who shall then become responsible to report or cause reports to be made. Persons, officials or institutions participating in good faith making a report, taking photographs or removing or keeping a child pursuant to the law shall have immunity from any liability that may result. Any such person, official or institution who willfully fails to report suspected child abuse or maltreatment shall be guilty of a Class A misdemeanor and shall be civilly liable for damages.

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

to the Division. Upon being notified that an individual is the subject of an indicated report, the Division shall follow the provisions of 86 ADM-43 regarding making use of that individual's services.

Section 24. BACKGROUND CHECKS

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

Section 25. LOBBYING

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

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

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

Section 26. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

Section 27. PROPERTY REQUIREMENTS

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

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

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

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

Section 28. MISCELLANEOUS

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

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

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

d. Contractor agrees to cooperate with the Division, as may be required, so that the Division and appropriate New York State Agencies will be able to fulfill their function and responsibilities under

applicable provisions of the Social Security Act and the Social Services Law and be able to meet all of the applicable requirements, both State and Federal pertaining thereto.

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

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

g. 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.

h. 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		
CERTIFICATION		SCHEDULE START DATE		
CONTACT PERSON		PAYMENT SCHEDULE		
PHONE		COMPLETION DATE		
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
CERTIFICATION			SCHEDULE START DATE	
CONTACT PERSON			PAYMENT SCHEDULE	
PHONE			COMPLETION DATE	
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
CERTIFICATION			SCHEDULE START DATE	
CONTACT PERSON			PAYMENT SCHEDULE	
PHONE			COMPLETION DATE	
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: _____

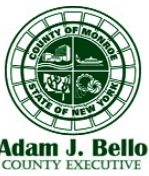
Completion Date: _____

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	<input type="checkbox"/>	Total	<input type="checkbox"/>	Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver	<input type="checkbox"/>	Total	<input type="checkbox"/>	Partial	If partial waiver, please enter the revised WBE percentage:	
SDVOB Waiver	<input type="checkbox"/>	Total	<input type="checkbox"/>	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
Program Budget Template

**Monroe County Department of Human
Services Appendix E Budget Proposal**

Contractor Name:	
Contract Period:	
Contracted Service:	
Person Completing this Budget:	
Title and Phone Number:	
Email Address:	

	Last Year Actual	Budget Year
Program Income		0
<i>MCDSS Contract</i>		
Other Government Contracts		
Foundation / Grant Support		
Contributions / Fundraising		
G&A Income Allocation		
Other Income		
Total Program Income	\$ 0	\$ 0

Expense Budget	0		0	
	Total Program Cost	Total Program Cost	Cost to be Reimbursed by MCDSS	
Personal Services:				
Management Salaries		0	0	0
Direct Staff Salaries		0	0	0
Support Staff Salaries		0	0	0
Admin Staff Salaries		0	0	0
Other Staff Salaries		0	0	0
Total Staff Salaries	0	0	0	0
Fringe Benefits <i>Rate: 0.00</i>		0	0	0
Total Personal Services	\$ 0	\$ 0	\$ 0	\$ 0
Other Than Personal Services (OTPS):				
G&A Allocation [capped at 15% of Personal Services] <i>Rate:</i>		0	0	0
Occupancy		0	0	0
Telephone		0	0	0
Program Expenses		0	0	0
Office Supplies and Printing		0	0	0
Consulting / Subcontracts		0	0	0
Leased Equipment		0	0	0
Expensed Equipment		0	0	0
Total OTPS	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenses	\$ 0	\$ 0	\$ 0	\$ 0
Program Surplus / (Deficit)	\$ 0	\$ 0		
# Served (<i>client, case, bed night, etc</i>)				
Cost Per				

Personal Services Detail

Please indicate weekly full-time hours: (35, 37.5, 40)

Position Title	Annual Salary	# of Hrs Worked per Week	# of Months on Program	% Effort on Program	FTE	Allocated Program Salary	Salary to be Reimbursed by MCDSS
Management Staff:							
Total Management Staff							
Direct Staff:							
Total Direct Staff							
Support Staff:							
Total Support Staff							
Administrative Staff:							
Total Administrative Staff							
Other Staff:							
Total Other Staff							
Total of All Staff							
Fringe Benefits*	Audit Year-End Date:		Total Salaries:		Total Benefits:		Fringe Rate:
Audited Information:							0.00

*Please attach a copy of the page from your most recent audited financial statement that details your agency's total payroll and total benefits.

0
0

Occupancy & Telephone Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Occupancy Costs:		
Total Occupancy	\$ 0	\$ 0
Telephone Costs:		
Total Telephone	\$ 0	\$ 0

0
0

Program Expenses & Office Supplies Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Program Expenses:		
Total Program Expenses	\$ 0	\$ 0
Office Supplies and Printing:		
Total Office Supplies & Printing	\$ 0	\$ 0

0
0

Consulting & Equipment Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Consulting / Subcontract costs:		
Total Consulting / Subcontract	\$ 0	\$ 0
Leased Equipment:		
Total Leased Equipment	\$ 0	\$ 0
Expensed Equipment:		
Total Expensed Equipment	\$ 0	\$ 0

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

Total Points Possible – 85

<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?		

<u>WHAT IS THE PROJECT'S COMMUNITY IMPACT?</u>	Max Points available	Points Awarded
The proposed number of Monroe County residents affected by this program in 2025 and 2026 is meaningful and reasonable.	5	
Has the Applicant(s) demonstrated its understanding of community need?	5	
The proposal includes utilizing certified minority-owned, women-owned, or veteran owned businesses located in Monroe County.	5	
Is the Applicant(s) a recognized leader in the communities they serve and in the subject matter to be addressed?	5	
The Applicant's proposed implementation reflects a countywide approach.	5	
<i>TOTAL POINTS</i>	25	

<u>IS THE PROJECT EQUITABLE?</u>	Max Points available	Points Awarded
This project offers creative methods to target and engage specific vulnerable and/or underserved communities in Monroe County.	5	
The program will not have undue costs, fees, financial requests, or other obligations to participate that would be asked of targeted individuals or the community.	5	
This project adequately addresses language access.	5	
<i>TOTAL POINTS</i>	15	

<u>IS THE PROJECT STRATEGIC?</u>	Max Points available	Points Awarded
If the Applicant(s) includes a partnership, has the Applicant(s) worked with its proposed partners on a project or on any other initiative in the past five (5) years?	5	
The Applicant(s) demonstrates the administrative and fiscal capacity to implement the proposed project.	10	
The Applicant(s) demonstrates the aptitude and strategic approach to create, build upon, and sustain the proposed project, including experience with housing providers and/or renters.	10	
What is the cost-per-affected-resident? (i.e., Amount of \$ requested in proposal/ # of impacted residents)	5	
The budget narrative and costs are feasible and reasonable.	5	
<i>TOTAL POINTS</i>	35	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
The Applicant's proposed implementation is defined, measurable, achievable, and transformative.	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	10	

TOTAL POINTS SCORED _____

ATTACHMENT F

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

Rental Unit Repair Program

Release Date: April 12, 2024

Response Deadline: May 10, 2024



Monroe County
Department of Human Services
111 Westfall Road
Rochester, NY 14620
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:

Walter Webert
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104
Email: wwebert@monroecounty.gov

RFP **Rental Unit Repair Program**

Company: _____
Address: _____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response: _____
Project capacity. _____
Cannot bid competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with Monroe County. _____
*Other: _____

Suggested changes to RFP _____
Specifications for next _____
Request for Proposals. _____

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

TABLE OF CONTENTS

Section 1 – Invitation to Participate.....	5
	<i>Purpose</i>
	<i>RFP Coordinator; Issuing Office</i>
	<i>County’s Rights and Intentions</i>
	<i>Time Line</i>
	<i>Overview of the Organization</i>
Section 2 – Scope of Work.....	7
	<i>Background</i>
	<i>Detailed Scope of Work</i>
	<i>Program Budget</i>
Section 3 – Specific Proposal Requirements.....	12
	<i>Submission of Respondent’s Proposal</i>
	<i>Response Date</i>
	<i>Clarification of RFP and Questions</i>
	<i>Addenda to RFP</i>
	<i>Organization of Proposal</i>
	<i>Method of Evaluation</i>
	<i>Oral Presentation</i>
	<i>Investigations</i>
Section 4 – MWBE & SDVOB Requirements.....	17
	<i>MWBE Goals and Utilization Plan</i>
	<i>Definitions</i>
	<i>Waivers</i>
	<i>Disqualification of Proposal</i>
	<i>Enforcement of Contract</i>
	<i>SDVOB Goals and Utilization Plan</i>
	<i>Definitions</i>
	<i>Waivers</i>
	<i>Disqualification of Proposal</i>
	<i>Enforcement of Contract</i>
Section 5 – General Information for the Respondent.....	21
	<i>Reservation of Rights</i>
	<i>Contract Negotiation</i>
	<i>Acceptance of Proposal Content</i>
	<i>Prime Responsibilities</i>
	<i>Property Rights</i>
	<i>Contract Payment</i>
	<i>News Release</i>
	<i>Notification of Respondent Selection</i>
	<i>Independent Price Determination</i>
	<i>Incurring Costs</i>
	<i>Material Submitted</i>
	<i>Insurance Requirements</i>
	<i>Proposal Certification</i>

Appendices.....	26
	<i>Appendix A – Sample Standard Contract</i>
<i>Appendix B – Certification Regarding Debarment, Suspension, and Responsibility and Certification Regarding Monroe County Procurement Policy and Consequences for Violation</i>	
	<i>Appendix C – Equal Pay Certification</i>
	<i>Appendix D – MWBE & SDVOB Utilization Plan</i>
	<i>Appendix E – Program Budget</i>
	<i>Appendix F – Reports</i>
	<i>Appendix G – RFP Scoring Matrix</i>

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals on behalf of the county social services district, the Monroe County Division of Social Services (MCDSS), for operation of a rental unit repair program. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County and MCDSS 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.

MCDSS’ objective is to enter into a one-year agreement with the option for renewals through 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.

Walter Webert, Contract Coordinator
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Fax: (585) 753- 1104
Email: wwebert@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, MCDSS intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit MCDSS or 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 MCDSS and the County reserve the right, in their 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 MCDSS and/or 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 MCDSS and/or the County to do so. The County and MCDSS maintain the option to expand these types of services to other MCDSS or 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 12, 2024**.
- 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 19, 2024**.
- 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 **April 26, 2024**.
- **Final RFP submissions must be received by 3:00 PM ET on May 10, 2024** 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 is comprised of 19 towns, 10 villages, and the City of Rochester, the third 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 Background

Monroe County (the “County”) is located in Western New York and has a population of approximately 755,000. Monroe County contains one (1) city, the City of Rochester, nineteen (19) towns, and ten (10) villages. The City of Rochester is the third largest industrial and commercial center in the state, after New York City and the City of Buffalo.

Housing is the basis of stability and security for an individual or family. Housing instability creates significant stress for a household and can negatively impact employment, education, mental health, substance use, and interpersonal relationships. As our community continues to recover from the Covid-19 pandemic with unprecedented rent increases and a rise in evictions, the introduction of programs and services that increase the availability and access to affordable housing is the most cost-effective strategy for reducing intergenerational poverty and increasing economic mobility in Monroe County.

Monroe County is seeking proposals to establish and administer a Rental Unit Repair Program within Monroe County. Successful Respondent(s) will be required to establish and administer a Rental Unit Repair Program for qualified landlords who either: (1) bring new affordable rental units online, or (2) make renovations to rental units already housing low- or-moderate income households. The Rental Unit Repair Program will be funded through the County’s Coronavirus State and Local Fiscal Recovery Funds (“SLFR Funds”), a part of the American Rescue Plan Act (“ARPA”).

2.2 Detailed Scope of Work

Definitions

“**Dwelling Unit**” shall mean a single rental unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

“**Repaired Dwelling Unit**” shall mean a Dwelling Unit that is repaired under the Rental Unit Repair Program and subject to the ongoing responsibilities set forth below.

“**Eligible Tenants**” shall mean households whose income is at or below 65% Area Median Income (AMI).

Requirements for Respondents

This RFP is for qualified entities to establish and administer a rental repair program for both unoccupied and occupied Dwelling Units located in Monroe County. Successful Respondent(s) will be expected to complete the following steps after the County awards a grant to the Successful Respondent:

1. **Accept and Screen Applications for Funding.** Successful Respondent(s) will be responsible for creating a program that meets the below eligibility thresholds, as well as accepting and screening applications from landlords and property managers.
2. **Oversee Repairs.** Successful Respondent(s) will be responsible for reviewing, approving, and verifying the completion of all approved repairs. This includes, but is not limited to:
 - a. Review and approve detailed repair plans from approved landlords.
 - b. Arrange for a licensed contractor to make all approved repairs in accordance with the approved plans and applicable laws, regulations, and codes, including but not limited to the Uniform Code and local land use requirements.

- c. Inspect the Dwelling Units to ensure all repairs were made in accordance with the requirements.
 - d. Pay contractors upon satisfactory completion of the approved repairs. Successful Respondent(s) will be expected to make payments directly to the contractor rather than to the landlords.
3. **Confirm Rental of Repaired Dwelling Unit.** If the Dwelling Unit is not occupied at the time of the repair, the Successful Respondent will confirm the Repaired Dwelling Unit is rented to an Eligible Tenant as soon as possible after the repairs are completed. Priority shall be given to the County's Housing Search Navigator and After Care Program and Partners Ending Homelessness's Coordinated Entry Prioritization List.
 4. **Raise Awareness of Rental Unit Repair Program in Monroe County.** Create an outreach and communication plan to identify eligible landlords, tenants, and Dwelling Units. Outreach should include contacting municipalities and include resources such as the municipal vacant property registries. The outreach and communication should prioritize Dwelling Units in close proximity to, or with strong transit linkages to, centers of employment and/or institutions that provide high quality education or childcare, health care, services and healthy foods.
 5. **Maintain a database of available units.** Maintain and update County's database of available Repaired Dwelling Units. Database should note which Dwelling Units were vacant or uninhabitable and put back online because of this program. Successful Respondent(s) will be expected to work collaboratively with the County's Landlord Incentive Program, Housing Search Navigator and After Care Program, and/or other County initiatives to produce a unified database and resources for available housing.
 6. **Report Outcome.** The Successful Respondent(s) shall report to the County on landlords, location of Repaired Dwelling Units, whether the Dwelling Unit was vacant or occupied, types of repairs, and outcome for Eligible Tenants using provided software platform for data collection and reporting.

Monroe County Rental Repair Program Requirements

Successful Respondent(s) shall be required to establish and administer a program that meets the following requirements:

1. Eligible Landlords
 - a. Landlords must own 10 or less Dwelling Units in Monroe County.
2. Eligible Dwelling Units
 - a. Dwelling Units must be located within Monroe County.
 - b. Dwelling Units must be in compliance with all land use regulations (e.g., if it is a multi-family home, it must be permitted to be a multi-family home under local zoning code).
 - c. If the Dwelling Unit is vacant at the time of application, the Dwelling Unit must be marketed for rent immediately after the repairs are completed. The rent for the Repaired Dwelling Unit cannot exceed Fair Market Rent.
 - d. If the Dwelling Unit is occupied at the time of application, the tenant must be an Eligible Tenant.
 - e. Dwelling Units in close proximity to, or with strong transit linkages to, centers of employment and/or institutions that provide high quality education or childcare, health care, services and healthy foods, will be prioritized.
 - f. If a repair will benefit more than one Dwelling Unit, either all benefited Dwelling Units will be subject to the ongoing responsibilities set forth below, or the amount that will be made available for the repair will be limited to the percentage of the structure attributable to the Repaired

Dwelling Unit. For example, if a four-unit structure requires a new roof but only one (1) of the four Dwelling Units will be subject to the ongoing responsibilities set forth below, then the Rental Unit Repair Program Fund may only cover 25% of the roof replacement.

3. Eligible Contractors

- a. Contractors must be authorized to do business in New York State and hold all licenses necessary for the repair work to be performed.
- b. Successful Respondent(s) shall not contract with or otherwise enter into an agreement for goods, services, and/or professional services with any entity and/or individual that has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts.

4. Eligible Repairs

- a. Repairs that address Uniform Code and/or Sanitary Code issues will be prioritized (e.g., plumbing, mechanical, electrical, roof repairs, etc.).
- b. Repairs that are solely cosmetic in nature will not be eligible (painting, replacing fixtures, etc.).
- c. Need for repairs must be detailed and documented as part of the application process.
- d. Contracts for services must be entered into, and repairs to be performed must be agreed upon prior to commencement of work.

5. Ongoing Responsibilities

- a. All Repaired Dwelling Units will be subject to the following ongoing responsibilities for a period of at least 20 years, which shall be imposed through a covenant, land use restriction agreement, or other enforceable legal requirement recorded against the property in the Monroe County Clerk's Office:
 - i. The Repaired Dwelling Unit may only be rented to individuals with a maximum income of 120% area median income (AMI).
 - ii. The rent for the Repaired Dwelling Unit cannot exceed 85% of Fair Market Rent.

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 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>

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.**

2.3 Cost Proposal

Respondents should complete the attached Program Budget Template for the project. The Budget template is attached as Appendix E. An Excel version of the Budget template can be obtained by email request to the RFP Coordinator, wwebert@monroecounty.gov.

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 10, 2024.

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

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

- B. Withdrawal Notification.** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies.** Respondents must submit one (1) signed original Proposal and six (6) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Rental Unit Repair Program."** 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. Provide your proposal for Rental Unit Repair Program to provide services throughout Monroe County, including:

1. Detail process for determining eligibility of landlords.
2. Process for determining eligibility of tenants, including how Respondent would accept applications and ensure cultural relevancy.
3. Process for updating database.
4. How Respondent will review, approve, and oversee repairs to ensure compliance with all applicable laws, regulations, and code, including the ongoing obligations required under this RFP.

5. Outline of outreach plan to raise awareness of Rental Unit Repair Program in Monroe County.
- 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. Please note that the County reserves the right to negotiate any and all proposed costs. See Section 2.3.
 - 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 with whom a contract

may be signed. A copy of the RFP 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.

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 MONROE COUNTY DIVISION OF SOCIAL SERVICES CONTRACT

The County contemplates that, in addition to all terms and conditions described in this document, the final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Sample Monroe County Division of Social Services Contract.

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

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH

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

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

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

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

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

3. The Contractor hereby agrees to perform the following services for the Division:
4. The Division agrees to make payment in accordance with the terms established and designated in Appendix B. Contractor agrees to comply with all of the Division's applicable claiming practices and policies, and to submit claims in a timely manner only for services actually provided under the terms of this contract.
5. Contractor assures and agrees that it will fully perform the services described in this contract in accordance with generally accepted professional standards in a manner satisfactory to the Division. The Division reserves the right to evaluate the quality of services provided by Contractor and suspend or terminate the purchase of services from Contractor should Division determine such

services are not being performed in accordance with the provisions of this contract. Nothing contained in this section however shall be construed to limit any other rights or duties of the parties of this contract to suspend or terminate this contract.

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

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

APPENDIX B: Reimbursement for Services

ATTACHMENT A: Program Narrative/Scope of Services

ATTACHMENT B: Program Budget

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

Date _____

Thalia Wright, Commissioner Monroe
County Division Of Social Services

Date _____

FEDERAL ID #

STATE OF NEW YORK) SS
COUNTY OF MONROE)

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

NOTARY PUBLIC

STATE OF NEW YORK) SS
COUNTY OF MONROE)

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

NOTARY PUBLIC

STANDARD CLAUSES FOR MONROE COUNTY DIVISION OF SOCIAL SERVICES
CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the Monroe County Division of Social Services (the "Division") or Monroe County ("the County"), whether a contractor, licenser, 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 the Monroe County Division of Social Services and Monroe County as an additional insured. All policies shall insure the Monroe County Division of Social Services and the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Division and the County.

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

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensarion 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 Division and the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the Division and/or the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its 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 Division or the County from its own negligence or misfeasance or to assume any such liability for the Division or the County by the Contractor.

Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out 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 Division and the County shall not incur any liability beyond the funds annually budgeted therefore. The Division and 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 Division.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in "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 Division or the County; however, if there are findings or questioned costs related to the program that is federally funded by the Division or the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Uniform Grant Guidance) to the Division or 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 Division or the County, provide the Division or the County such documentation, records, information and data and response to such inquiries as the Division or the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the Division or the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the Division or the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

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

Section 8. RIGHT TO INSPECT

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

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

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

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

8.1 HOUSING CONTRACTS

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

All Housing contracts

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

Transitional Housing contracts

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

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

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

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

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

8.2 PREVENTIVE SERVICES CONTRACTS

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

8.3 FOSTER CARE

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

Section 9. NON-DISCRIMINATION

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is

qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Contractor is subject to penalties by the County and the Division of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 10. CONTRACTOR QUALIFIED, LICENSED, ETC.

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

Section 11. CONFIDENTIAL INFORMATION

For the purpose of this Agreement, “Confidential Information” shall include information or material proprietary to the Division and/or the County or designated as “Confidential Information” by the Division and/or the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the Division. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the Division and/or the County. Confidential Information also includes any information described above which the Division and/or the County obtained from another party which the Division and/or the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Division and/or the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

- a. Contractor shall not, without prior authorization from the Division and/or the County acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the Division and/or the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the Division and/or the County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

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

3. Freedom of Information Law

This paragraph 3 of Section 11 shall apply only after written notice by the Contractor that certain information provided to the Division or the County is Contractor's Confidential Information. In the event that the Division or the County or any of the Division's or the County's members, officers, agents or representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the Division or 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 Division or 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 Division or 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 Division or 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 Division or 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 Division or 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 Division and/or the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the Division and/or the County from enforcing each and every term of this Agreement thereafter.

Section 16. SEVERABILITY

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

Section 17. TITLE TO WORK

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

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

Section 18. WAGE AND HOURS PROVISIONS

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

Section 19. STATE FINANCE LAW PROVISIONS

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

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

Section 20. FAIR HEARINGS

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

Section 21. RENEGOTIATION

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

Section 22. ACCREDITATION

The Contractor represents and warrants to the County and Division that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of

this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

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

Section 23. CHILD ABUSE/STATE REGISTRY REQUIREMENTS

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

Pursuant to New York Social Services Law §413, effective July 1, 2014, the following persons and officials are required to report or cause a report to be made in accordance with New York State Law Social Services Law §413-420 when they have reasonable cause to suspect that a child coming before them in their professional or official capacity is an abused or maltreated child, or when they have reasonable cause to suspect that a child is an abused or maltreated child where the parent, guardian, custodian or other person legally responsible for such child comes before them in their professional or official capacity and states from personal knowledge facts, conditions or circumstances which, if correct, would render the child an abused or maltreated child: any physician; registered physician assistant; surgeon; medical examiner; coroner; dentist; dental hygienist; osteopath; optometrist; chiropractor; podiatrist; resident; intern; psychologist; registered nurse; social worker; emergency medical technician; licensed creative arts therapist; licensed marriage and family therapist; licensed mental health counselor; licensed psychoanalyst; licensed behavior analyst; certified behavior analyst assistant; hospital personnel engaged in the admission, examination, care or treatment of persons; a Christian Science practitioner; school official, which includes but is not limited to school teacher, school guidance counselor, school psychologist, school social worker, school nurse, school administrator or other school personnel required to hold a teaching or administrative license or certificate; social services worker; director of a children's overnight camp, summer day camp or traveling summer day camp, as such camps are defined in section thirteen hundred ninety-two of the New York public health law; day care center worker; school-age child care worker; provider of family or group family day care; or any other child care or foster care worker; mental health professional; substance abuse counselor; alcoholism counselor; all persons credentialed by the office of alcoholism and substance abuse services; peace officer; police officer; district attorney or assistant district attorney; investigator employed in the office of a district attorney; or other law enforcement official. Reports shall be made to the Local Register (461-5690) or to the New York State Child Abuse and Maltreatment Register (1-800-342-3720). When such a person is required to report under this title, he shall immediately notify the person in charge of such agency who shall then become responsible to report or cause reports to be made. Persons, officials or institutions participating in good faith making a report, taking photographs or removing or keeping a child pursuant to the law shall have immunity from any liability that may result. Any such person, official or institution who willfully fails to report suspected child abuse or maltreatment shall be guilty of a Class A misdemeanor and shall be civilly liable for damages.

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

to the Division. Upon being notified that an individual is the subject of an indicated report, the Division shall follow the provisions of 86 ADM-43 regarding making use of that individual's services.

Section 24. BACKGROUND CHECKS

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

Section 25. LOBBYING

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

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

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

Section 26. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

Section 27. PROPERTY REQUIREMENTS

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

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

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

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

Section 28. MISCELLANEOUS

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

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

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

d. Contractor agrees to cooperate with the Division, as may be required, so that the Division and appropriate New York State Agencies will be able to fulfill their function and responsibilities under

applicable provisions of the Social Security Act and the Social Services Law and be able to meet all of the applicable requirements, both State and Federal pertaining thereto.

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

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

g. 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.

h. 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		
CERTIFICATION		SCHEDULE START DATE		
CONTACT PERSON		PAYMENT SCHEDULE		
PHONE		COMPLETION DATE		
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
CERTIFICATION			SCHEDULE START DATE	
CONTACT PERSON			PAYMENT SCHEDULE	
PHONE			COMPLETION DATE	
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
CERTIFICATION			SCHEDULE START DATE	
CONTACT PERSON			PAYMENT SCHEDULE	
PHONE			COMPLETION DATE	
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: _____

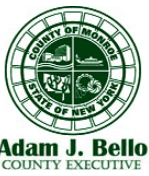
Completion Date: _____

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	<input type="checkbox"/>	Total	<input type="checkbox"/>	Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver	<input type="checkbox"/>	Total	<input type="checkbox"/>	Partial	If partial waiver, please enter the revised WBE percentage:	
SDVOB Waiver	<input type="checkbox"/>	Total	<input type="checkbox"/>	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
Program Budget Template

**Monroe County Department of Human
Services Appendix E Budget Proposal**

Contractor Name: _____

Contract Period: _____

Contracted Service: _____

Person Completing this Budget: _____

Title and Phone Number: _____

Email Address: _____

Program Income	Last Year Actual	Budget Year
		0
<i>MCDSS Contract</i>		
Other Government Contracts		
Foundation / Grant Support		
Contributions / Fundraising		
G&A Income Allocation		
Other Income		
Total Program Income	\$ 0	\$ 0

Expense Budget	0	0	
	Total Program Cost	Total Program Cost	Cost to be Reimbursed by MCDSS
Personal Services:			
Management Salaries		0	0
Direct Staff Salaries		0	0
Support Staff Salaries		0	0
Admin Staff Salaries		0	0
Other Staff Salaries		0	0
Total Staff Salaries	0	0	0
Fringe Benefits <i>Rate: 0.00</i>		0	0
Total Personal Services	\$ 0	\$ 0	\$ 0
Other Than Personal Services (OTPS):			
G&A Allocation [capped at 15% of Personal Services] <i>Rate:</i>		0	0
Occupancy		0	0
Telephone		0	0
Program Expenses		0	0
Office Supplies and Printing		0	0
Consulting / Subcontracts		0	0
Leased Equipment		0	0
Expensed Equipment		0	0
Total OTPS	\$ 0	\$ 0	\$ 0
Total Expenses	\$ 0	\$ 0	\$ 0
Program Surplus / (Deficit)	\$ 0	\$ 0	

<i># Served (client, case, bed night, etc)</i>			
<i>Cost Per</i>			

Personal Services Detail

Please indicate weekly full-time hours: (35, 37.5, 40)

Position Title	Annual Salary	# of Hrs Worked per Week	# of Months on Program	% Effort on Program	FTE	Allocated Program Salary	Salary to be Reimbursed by MCDSS
Management Staff:							
Total Management Staff							
Direct Staff:							
Total Direct Staff							
Support Staff:							
Total Support Staff							
Administrative Staff:							
Total Administrative Staff							
Other Staff:							
Total Other Staff							
Total of All Staff							
Fringe Benefits*	Audit Year-End Date:		Total Salaries:		Total Benefits:		Fringe Rate:
Audited Information:							0.00

*Please attach a copy of the page from your most recent audited financial statement that details your agency's total payroll and total benefits.

0
0

Occupancy & Telephone Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Occupancy Costs:		
Total Occupancy	\$ 0	\$ 0
Telephone Costs:		
Total Telephone	\$ 0	\$ 0

0
0

Program Expenses & Office Supplies Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Program Expenses:		
Total Program Expenses	\$ 0	\$ 0
Office Supplies and Printing:		
Total Office Supplies & Printing	\$ 0	\$ 0

0
0

Consulting & Equipment Detail

Budget Item	Total Program Cost	Cost to be Reimbursed by MCDSS
Consulting / Subcontract costs:		
Total Consulting / Subcontract	\$ 0	\$ 0
Leased Equipment:		
Total Leased Equipment	\$ 0	\$ 0
Expensed Equipment:		
Total Expensed Equipment	\$ 0	\$ 0

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

Total Points Possible – 85

<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?		

<u>WHAT IS THE PROJECT'S COMMUNITY IMPACT?</u>	Max Points available	Points Awarded
The proposed number of Monroe County residents affected by this program in 2025 and 2026 is meaningful and reasonable.	5	
Has the Applicant(s) demonstrated its understanding of community need?	5	
The proposal includes utilizing certified minority-owned, women-owned, or veteran owned businesses located in Monroe County.	5	
Is the Applicant(s) a recognized leader in the communities they serve and in the subject matter to be addressed?	5	
The Applicant's proposed implementation reflects a countywide approach.	5	
<i>TOTAL POINTS</i>	25	

<u>IS THE PROJECT EQUITABLE?</u>	Max Points available	Points Awarded
This project offers creative methods to target and engage specific vulnerable and/or underserved communities in Monroe County.	5	
The program will not have undue costs, fees, financial requests, or other obligations to participate that would be asked of targeted individuals or the community.	5	
This project adequately addresses language access.	5	
<i>TOTAL POINTS</i>	15	

<u>IS THE PROJECT STRATEGIC?</u>	Max Points available	Points Awarded
If the Applicant(s) includes a partnership, has the Applicant(s) worked with its proposed partners on a project or on any other initiative in the past five (5) years?	5	
The Applicant(s) demonstrates the administrative and fiscal capacity to implement the proposed project.	10	
The Applicant(s) demonstrates the aptitude and strategic approach to create, build upon, and sustain the proposed project, including experience with housing providers and/or renters.	10	
What is the cost-per-affected-resident? (i.e., Amount of \$ requested in proposal/ # of impacted residents)	5	
The budget narrative and costs are feasible and reasonable.	5	
<i>TOTAL POINTS</i>	35	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
The Applicant's proposed implementation is defined, measurable, achievable, and transformative.	5	
Does this project offer additional measurable and non-measurable metrics that would positively transform our community?	5	
<i>TOTAL POINTS</i>	10	

TOTAL POINTS SCORED _____