MONROE COUNTY

REQUEST FOR PROPOSALS

[RFP]

Medicaid Coverage Services

Release Date: October 9, 2026

Response Deadline: November 6, 2026

Monroe County
Monroe Community Hospital
435 E. Henrietta 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
E-mail wwebert@monroecounty.gov

RFP **Medicaid Coverage Services**

Company: _____
Address: _____
_____
_____

Contact: _____
Contact Phone: _____
Email: _____

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

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

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

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County ("the County") is soliciting proposals for Medicaid coverage services. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in this Request for Proposals ("RFP").

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County with data comparable to that which was submitted by other Respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process.

Pending final approval from the Monroe County Legislature, the County's objective is to enter into a one-year agreement with the option to renew for four (4) additional one-year terms.

1.2 RFP Coordinator; Issuing Office

This RFP is issued for the County. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Respondent.

Walter Webert, 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, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so. The County maintains the option to expand these types of services to other County projects, departments, and divisions as needed.

1.4 Time Line

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

- This RFP will be distributed on **October 9, 2026.**
- 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 **October 16, 2026.**
- 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 **October 23, 2026.**
- **Final RFP submissions must be received by 3:00 PM ET on November 6, 2026** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 Overview of the Organization

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

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

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

SECTION 2 – SCOPE OF WORK

2.1 Background

Monroe Community Hospital (MCH) is requesting proposals for Medicaid coverage and application services for its 566-bed skilled nursing facility. Currently, 85% of the residents of MCH have Medicaid coverage.

MCH will refer Residents and/or families who are attempting to secure Medicaid nursing home coverage, or recertification of nursing home coverage, to the selected Respondent who will provide assistance to Residents and families. Residents and families must agree to the services in order to proceed.

2.2 Scope of Work

Tasks include, but may not be limited to:

1. Obtain authorization from residents and/or families.
2. Review and assess eligibility criteria for nursing home Medicaid coverage.
3. Provide guidance and support to residents and/or families in completing Medicaid applications accurately and in a timely manner.
4. Collect and organize all necessary documents required for the application process.
5. Liaise with relevant government agencies and facilitate the timely submission of completed Medicaid applications, ensuring adherence to the three-month retroactive eligibility period for coverage.
6. Although benefit coverage may be applied retroactively, applications should be submitted and monitored as early as possible to minimize delays. This will ensure eligible individuals receive coverage without interruption as well as mitigate significant increases in the Accounts Receivable aging.
7. Follow up with the agencies to ensure the applications are processed promptly.
8. Monitor and track the recertification timelines for residents.
9. Notify families and nursing home business office staff about upcoming recertification requirements.
10. Assist families in completing the recertification forms accurately and in a timely manner.
11. Collect and organize all necessary documentation for recertification.
12. Liaise with government agencies to ensure re-certifications are processed promptly.
13. Follow up on any pending recertification requests or additional information required.
14. Should residents already have, Community Medicaid, assist resident and/or families with conversion to Chronic Care Medicaid.
15. Comply with HIPAA requirements, while establishing a system for organizing and securely storing all Medicaid-related documentation.
16. Maintain accurate and up-to-date records of resident Medicaid applications, approvals, denials, and re-certifications.
17. Regular progress reports will be provided to the nursing home Finance Officer. Reports will include updates on the status of applications, re-certifications, and any issues or challenges encountered during the process.

The number of referrals submitted on a monthly basis will depend on current census and ability of MCH staff to complete a portion of the workload.

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 November 6, 2026.

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

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

B. Withdrawal Notification. Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.

C. Required copies. Respondents must submit one (1) signed original Proposal and four (4) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Medicaid Coverage Services."** The Respondent should also include an electronic copy of its full proposal in PDF format on a USB Flash Drive. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.

D. Pricing Period. For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.

E. Economy of Preparation. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time, and date specified in Section 3.1.A. *Requests for extension of the submission date will not be granted.* Respondents mailing proposals should allow ample delivery time to ensure timely receipt of their proposals.

3.3 Clarification of RFP and Questions

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

3.4 Addenda to the RFP

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

3.5 Organization of Proposal

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

A. Transmittal Letter. Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number, and e-mail address for the Respondent's contact person.

B. Table of Contents. Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

C. Company Information. Provide information related to your company and any companies you are proposing to use as subcontractors. Specifically, address the following:

1. Year the company was organized.

2. Identification of company ownership.

    a. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.

    b. Documentation of Minority and Women-Owned Business Enterprise (MWBE) and/or Disadvantaged Business Enterprise (DBE) and/or certified Service-Disabled Veteran-Owned (SDVOB) ownership status.

    c. Both the State and Federal governments have programs for the certification of small businesses that are owned by Veterans or Service-Disabled Veterans. The Federal program certifies Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business (SDVOSB), and the New York state program certifies Service-Disabled Veteran-Owned Business (SDVOSB). The goal of this requirement is to acknowledge local businesses that have achieved these designations. Respondents should provide documentation of certification, if applicable.

3. Total gross revenues of the company covering the last three years. The County reserves the right to request additional financial information during the proposal review process.

4. Anticipated growth of your organization including expansion of the client base and acquisitions.

5. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e., your organization currently holds an agreement with the County for other services, a relative of any employee of the Respondent is a member of the selection committee, etc.

6. Any disputes or litigations as a result of services provided for Monroe County, either through a direct contract with Monroe County or as a subcontractor to another entity contracting with Monroe County.

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients in the State of New York. Include the following information for each public sector client:

   a. Name and address of the client;
   b. Dates of engagement for the client;
   c. Approximate annual budget;
   d. Name, telephone number, and email address of contact person;

2. A list of all agreements either directly with Monroe County or as a subcontractor for another agency's agreement with Monroe County. Include the following information:

   a. Name and address of the agency or Monroe County Department;
   b. Services provided;
   c. Dates of engagement;
   d. Approximate annual budget;
   e. Name, telephone number, and email address of contact person;

3. Résumés for the key personnel to be involved in providing services to the County.

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

1. its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;

2. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;

3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

F. Cost Proposal. Respondents must detail the proposed method of compensation for the services.

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. Responses to this RFP will be evaluated according to criteria that the County deems pertinent to these services, which may include, but may not be limited to, the following:

- Cost/Proposed Fees
- Understanding of, and Approach to, the Project
- Specific Experience on Similar Projects
- General Technical and Professional Competence
- Capacity and Availability to Perform All Services

- MWBE/SDVOB/DBE Utilization
- Local Office/Support

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 STANDARD MONROE COUNTY CONTRACT

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

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

THIS AGREEMENT, made this _____ day of _____, 20___, by and between MONROE COUNTY, a municipal corporation, with offices at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "COUNTY", and _____ with offices at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section l hereof, and

WHEREAS, the County Legislature of the County of Monroe by Resolution Number _____ of 20___, authorized the County Executive, or his designee, to enter into a contract for services as hereinafter described, and

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

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

I. REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

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

II. SCOPE OF SERVICES

The Contractor shall perform the following services for the County:

A.

B.

C.

III. TERM OF CONTRACT

The term of this Agreement shall be for the period of _____ through _____.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon 30 day's prior written notice sent by registered or certified mail to the County's _____ Director or the Contractor. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

IV. PAYMENT FOR SERVICES

The County agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed _____($_____).

Payment by the County for the sum(s) herein contracted for shall be made upon the submission of properly executed Monroe County claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the County's Director of _____, or by his/her designee, and audited by the Controller of the County.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

V. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

VI. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out

duties under this Agreement will be governed by all applicable laws, rules and regulations, including County policies and procedures.

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

COUNTY OF MONROE

By _____
Adam J. Bello, County Executive

CONTRACTOR

By

_____
Name:

Title:

_____
Contractor's Federal ID Number or Social Security Number

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

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared ADAM J. BELLO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

APPENDIX A

STANDARD CLAUSES FOR COUNTY CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, 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 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.

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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 or records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three (3) year period preceding this transaction/application/ proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY AND CONSEQUENCES FOR VIOLATION

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

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (http://www2.monroecounty.gov/purch-overview.php);

6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and

7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date: _____

_____
[Print Name of Contractor]

By: _____
[Signature]

_____
[Print Name]

_____
[Print Title/Office]

Revised 10/3/2013

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

Bidder/Contractor's Detailed MBE/WBE/SDVOB Utilization Plan

Bidder/Contractor Information		BID/RFP/RFQ Title
Company Name		
POC Name		
Phone		
E-Mail		

Projected MBE/WBE/SDVOB Spending Summary

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	$

Contractor Utilization Plan Checklist

Utilization Plan:	Please be specific and provide detail of work being performed by MBE/WBE/SDVOB	☐
Letters of Intent:	Signed form must be submitted for each MBE/WBE/SDVOB listed on the plan.	☐
Waiver Request:	Must be submitted if there are any dollar amounts listed under **"Utilization Shortfall"**	☐

DEI Use Only

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

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION

PLAN SECTION I-MBE PARTICIPATION

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

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION II-WBE PARTICIPATION

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

CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

SECTION III - SDVOB PARTICIPATION

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

MBE/WBE/SDVOB LETTER OF INTENT

PROJECT:_____

TO: _____

(Name of Bidder)

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

_____MBE _____WBE _____SDVOB

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

_____

_____

at the following price:_____

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

Projected Start Date: _____

Completion Date: _____

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

_____ _____
Date Name of MBE/WBE/SDVOB Contractor

_____
Authorized Signature

Adam J. Bello
COUNTY EXECUTIVE

Monroe County Department of Diversity, Equity, & Inclusion
MWBE Utilization Program Office
50 W Main St. - Suite 7131
Rochester NY 14614

APPLICATION FOR WAIVER OF MBE/WBE/SDVOB PARTICIPATION GOAL

Section 1: Basic Information

Contractor's Name:	E-Mail Address:
Street Address:	Telephone:
City, State, Zip Code	Bid/RFQ/RFP Title:

MBE Goal %12	WBE Goal 3%	SDVOB Goal 6%

Section 2: Type of MBE/WBE/SDVOB Waiver Requested

MBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised WBE percentage:	
SDVOB Waiver	☐ Total	☐ Partial	If partial waiver, please enter the revised SDVOB percentage:	

Please explain the reason for the waiver request (additional pages may be attached):

Section 3: Supporting Documentation

Provide the following documentation as evidence of your best efforts to meet the MBE/WBE/SDVOB goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and copies of the notice of application receipt.

- ❑ **Attachment A.** List of the general circulation, trade and MBE/WBE/SDVOB-oriented publications and dates of publications soliciting for certified MBE/WBE/SDVOB participation as a subcontractor/supplier and copies of such solicitation.
- ❑ **Attachment B.** List of the certified MBE/WBE/SDVOB appearing in the NY State M/WBE and SDVOB directories, the Federal SDVOSB Directory and the Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MBE/WBE/SDVOB s. Describe specific reasons that responding certified MBE/WBE/SDVOBs were not selected for subcontracting.
- ❑ **Attachment C.** Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MBE/WBE/SDVOBs.
- ❑ **Attachment D.** Description of the negotiations between the contractor and certified MBE/WBE/SDVOB s for the purposes of complying with the MBE/WBE/SDVOB goals of this contract.
- ❑ **Attachment E.** Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified MBE/WBE/SDVOB.
- ❑ **Attachment F.** Waiver Pending ESD, OGS, or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified MBE/WBE/SDVOB, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD), Office of General Services (OGS) or an application statement form DEI/M/WBE-SDVOB:_____
- ❑ **Attachment G:** List of all proposed subcontractors and the scope of work they will perform, regardless of certification status.
- ❑ **Attachment H.** Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that best efforts were made to promote MBE/WBE/SDVOB participation pursuant to the MBE/WBE/SDVOB requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Prepared By: (Signature)	Date:

FOR DEI USE ONLY	
Reviewed By:	Date:
Decision ☐ Full MBE waiver granted ☐ Partial MBE waiver granted: revised MBE goal _____% ☐ MBE waiver denied ☐ Full WBE waiver Granted ☐ Partial WBE waiver granted: revised WBE goal _____% ☐ WBE waiver denied ☐ Full SDVOB waiver granted ☐ Partial SDVOB waiver granted: revised MBE goal _____% ☐ SDVOB waiver denied	
Approved By:	Date:
Date Notice of Determination Sent:	
Comments:	

FOR Monroe County DEI ONLY	
Reviewed By:	Date:
Waiver Granted: ☐ Yes ☐ No ☐ MBE ☐ WBE ☐ SDVOB ☐ Total Waiver ☐ Partial Waiver ☐ ESD/OGS/Monroe County Certification Waiver ☐ *Conditional ☐ *Notice of Deficiency Issued	
Comments	

MONROE COUNTY MBE/WBE/SDVOB MONTHLY REPORT

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

CONTRACT: _____ **Contact Person:** _____

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

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

NOTES:

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

MBE/WBE/SDVOB AFFIDAVIT OF PAYMENT

STATE OF NEW YORK:
SS:
COUNTY OF MONROE:

_____, BEING DULY SWORN, deposes and says:

1. I am the _____ of _____ (CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.

2. That CONTRACTOR entered into a contract dated _____with _____ (Subcontractor) for the performance of the following scope of services:
_____
_____
_____

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

(Contract Name or Title)

4. That the Subcontractor did actually perform the services described above.

5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor _____($_____) and that said sum represents all sums due and owing to date for the Subcontractor's performance except _____ ($_____) which remains unpaid because
_____
_____

6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.

7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

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

CONTRACTOR:_____

By:_____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:
SS:
COUNTY OF MONROE:

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

_____
Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:
SS:
COUNTY OF MONROE:

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

_____
Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:
SS:
COUNTY OF MONROE:

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

_____
Notary Public