

BRING MONROE BACK

Monroe County, New York
Recovery Plan

State and Local Fiscal Recovery Fund
July 2023 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
2023 Recovery Plan

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GENERAL OVERVIEW

American Rescue Plan Act Funding

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

1. EXECUTIVE SUMMARY

In previous reports, Monroe County detailed plans and specific focus areas identified by the community to support through this critical investment opportunity. Through outreach, surveys, research, and other community engagement tools, the County awarded funding to a select group of community organizations and projects that align with the Bring Monroe Back vision. The investments will support transformational change within the community-identified focus areas. This report will address how these projects were selected.

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.)

CONNECTING WITH THE COMMUNITY

1. COMMUNITY ENGAGEMENT

In order to understand how the ARPA funding would have the most impact on our community, Monroe County went directly to the source: our residents. It is the goal of the County to utilize this funding opportunity to create programs that are equitable, transformational, and sustainable. This is a unique moment in time where Monroe County has focused financial resources to provide underserved communities and organizations with services and support that are urgently needed, but often overlooked or under-funded. This is why the community's voice is so essential to the success of Bring Monroe Back.

Monroe County has made a concerted effort to engage the community and solicit feedback regarding how the ARPA funding should be spent. The following methods were used to collect input from Monroe County residents:

- 1. A Community-Wide ARPA Survey.**
- 2. In-Person and Virtual Live Public Feedback Sessions which addressed the key focus areas of the Bring Monroe Back initiative.**
- 3. Written Testimony from Community Organizations, which identified specific needs, proposals, and potential projects.**

Direct outreach was made to historically underrepresented communities to ensure that a diverse collective of voices were included in the community response to how the ARPA funding should be allocated. Monroe County recognizes the importance of meeting these populations where they are, and engaging with them in their space, on their terms. Outreach was conducted by attending preexisting meetings, events, and forums designed by the community. The following audiences were targeted for outreach:

- The African American Community
- Individuals who are Deaf and Hard of Hearing
- Individuals with Disabilities
- The Jewish Community
- LGBTQ+ Identified Individuals
- The Latinx Community
- Individuals Recently Released from Incarcerations/Justice Involved Individuals
- The Refugee Community
- Seniors
- Students
- Veterans
- Individuals who Experienced Violence (Domestic, Trafficking, Physical)

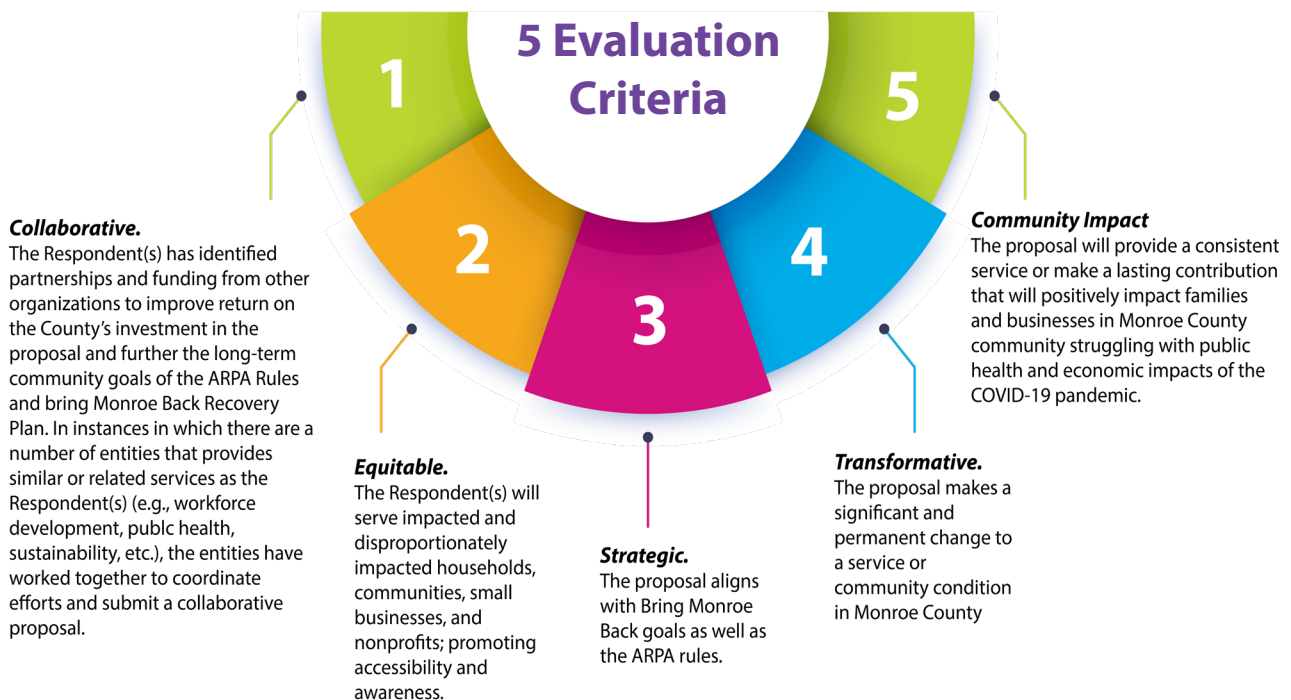
Monroe County attended 21 unique events, partnering with 19 community-based organizations and non-profits. Monroe County also participated in 12 events where hard copy surveys were made available to participants. This outreach directly engaged 519 individuals, communicating with people in 8 languages.

2. SELECTION PROCESS

The ARPA surveys and partner statements presented common themes that overlapped multiple focus areas. By reorganizing focus areas into overarching community goals, Monroe County was able to distill community sentiment into a streamlined vision of success.



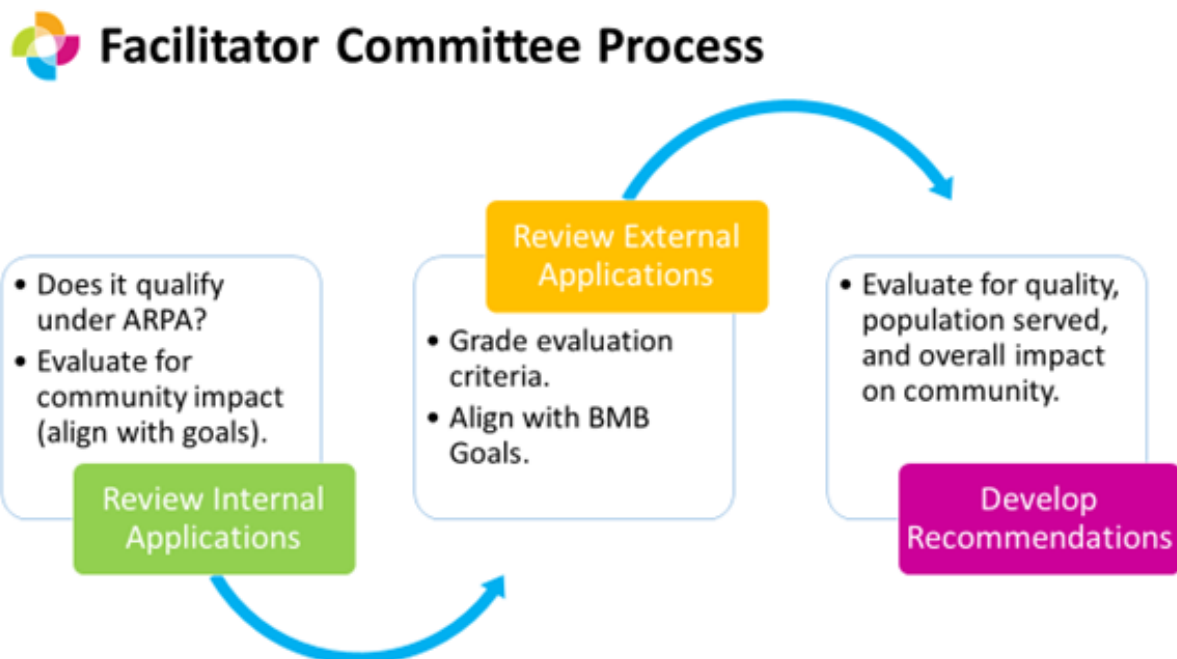
Based upon community feedback, Monroe County determined there to be five primary factors that proposals should have in order to make long-term, positive impact:



The facilitators and the voting committee then utilized a rubric to determine if and how each proposal aligned with the Bring Monroe Back goals and to ensure that all proposals were scored objectively and equitably. The rubric was based upon the five evaluation criteria to determine:

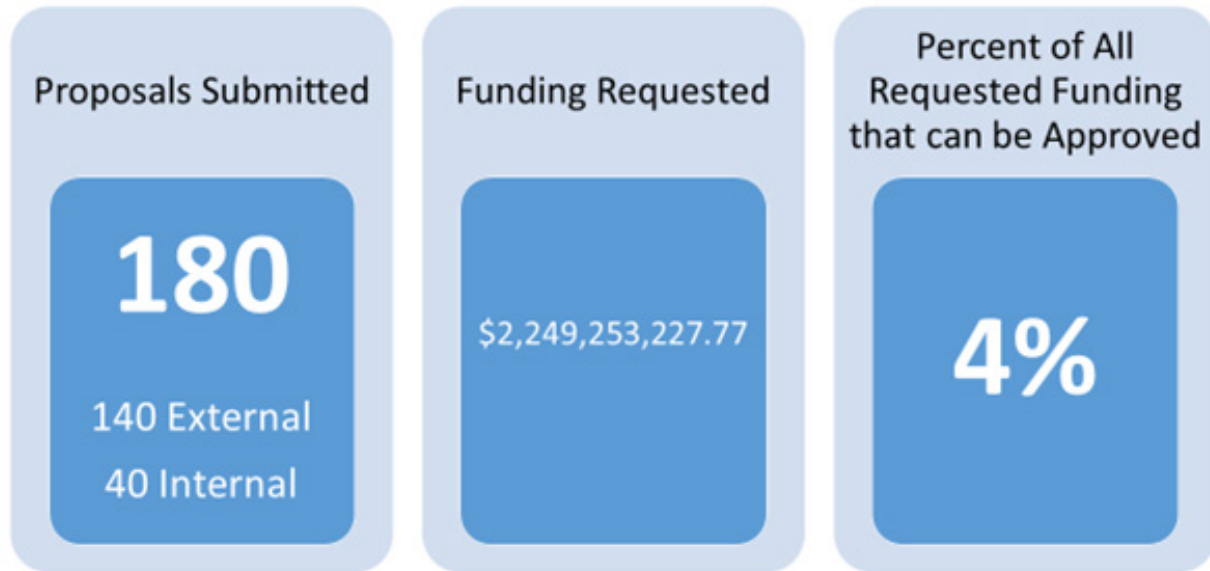
- Is the project collaborative?
- Is the project equitable?
- Is the project transformative?
- Is the project strategic?
- What is the project’s overall community impact?

The rubric consists of twenty questions and each proposal received a total score out of 100 possible points. The scoring matrix is broken into five (5) sections each worth twenty points. Each question is scored from zero (0) to five (5) points. The rubric is designed to evaluate applications based upon their transformative scope of work, and their impact on the County’s COVID-19 public health and economic response. Each application submitted was scored utilizing this rubric, except for those that did not qualify for funding under the ARPA requirements.



There were 180 proposals submitted for ARPA funding; 140 external proposals and 40 submitted by internal Monroe County departments. In total, funding requests from all agencies totaled over \$2.2 billion. Monroe County has the ability to fund 4% of these requests with the \$144,080,127 in State and Local Fiscal Recovery Funds allocated to the County through the American Rescue Plan Act.

PROPOSALS SUBMITTED



Monroe County greatly values community input as an important component of the selection and approval process. The Bring Monroe Back process was systematic, transparent, and inclusive of underrepresented communities. The voice of the community was the foundation of this structured approach and helped to guide the development of this initiative.

3. PHILANTHROPIC PARTNERSHIPS

Monroe County continues to value their local philanthropic partners. Throughout the planning and development of the Bring Monroe Back vision, the County works to strengthen relationships and identify potential areas to increase beneficial impact in the community. As a result of this collective work, the County has successfully increased available funding, and will be awarding a second round of selections from the original American Rescue Plan Act Funding Opportunities Request for Proposals released to the public on June 3, 2022. The additional agencies to receive the second round funding will be notified by end of Summer 2023. The funding to support this second allocation is due to the support and contributions made by ESL Federal Credit Union, Farash Foundation, Greater Rochester Health Foundation, and the Monroe County Office for the Aging. The County is grateful to these agencies who were willing to help break down silos, support a shared community vision, and create a pathway for additional investment in Bring Monroe Back. The County also looks forward to continuing the Bring Monroe Back initiative beyond 2026 through continued relations with partners and a community-focused decision-making mindset.

INVESTING IN TRANSFORMATIONAL CHANGE

1. AWARDEE PROFILES AND PROJECT DESCRIPTIONS

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.

Organization History: Baden Street Settlement has continuously and dynamically grown to provide a full range of services and facilities to improve the social, educational, and cultural conditions in its community, to relieve human suffering, and to foster the growth and development of its participants and community. It was incorporated on May 4, 1901 as the "Social Settlement of Rochester," and received its initial funding from the United Way in 1918. In 1922, the Social Settlement of Rochester became Baden Street Settlement.

Baden Street Settlement is one of the largest community outreach institutions in Rochester and one of the oldest in the United States.

<https://badenstreet.org>

Big Brothers Big Sisters of Greater Rochester



Funding Amount:
\$655,688



**Targeted Underserved
Communities:**
Students



Community Goal:
Public Health
and Public Safety

Project Name: Youth Mentoring and Family Support in Monroe County

Project Description: Community demand for the Big Brothers Big Sisters (BBBS) mentoring programs has increased dramatically since the onset of the COVID-19 pandemic. The goal of this program is to expand to meet the needs of Monroe County youth and their families by providing a safe and accessible Mentoring Center and workspace. By hiring new staff, increasing their physical space, and increasing access to wraparound services, BBBS will serve 2,500 individuals throughout this 4-year project.

Organization History: For more than a century, Big Brothers Big Sisters has been helping change kids' perspectives and giving them the opportunity to reach their potential. It all started in 1904, when a young New York City court clerk named Ernest Coulter was seeing more and more boys come through his courtroom. He recognized that caring adults could help many of these kids stay out of trouble, and he set out to find volunteers. That marked the beginning of the Big Brothers movement.

At around the same time, the members of a group called Ladies of Charity were befriending girls who had come through the New York Children's Court. That group would later become Catholic Big Sisters.

Both groups continued to work independently until 1977, when Big Brothers Association and Big Sisters International joined forces and became Big Brothers Big Sisters of America.

More than 100 years later, Big Brothers Big Sisters remains true to our founders' vision of bringing caring role models into the lives of children. And, today, Big Brothers Big Sisters currently operates in all 50 states—and in 12 countries around the world.

Each year, BBBS of Greater Rochester impacts more than 300 youth through unique mentoring programs that serve children and youth in their communities, schools, and in the workplace.

By building a strong, one-to-one and professionally-supported mentoring relationship to serve as a foundation for transformative impact and life skills learning, BBBS's innovative approaches to expanding mentoring opportunities help to close both the achievement and opportunity gaps that exist for too many underserved children and youth. In short, we develop positive relationships that have a direct and lasting effect on the lives of young people.

<https://www.beabig.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 will advise and ensure this program will be the best it can be.

Organization History:

The Center for Community Alternatives was founded in the belief that solutions to poverty, addiction, and violence rest in communities, not incarceration.

Recognizing the devastating impact of incarceration on low-income communities and communities of color, Marsha Weissman founded CCA in 1981 as one of the first community-based alternative-to-incarceration programs in the State of New York.

Over the past 40 years, CCA has grown into a statewide organization widely recognized for its principled stance on criminal justice reform and its high-impact programs for justice-involved people.

<https://communityalternatives.org>

Community Resource Collaborative, Inc.

On behalf of the Neighborhood Collaborative Project (NCP)



Funding Amount:
\$7,160,849



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) is a cooperative effort of long-standing, trusted non-profit Rochester neighborhood community groups geared toward addressing and reducing inaccessibility to systems, resources, and services for high-need individuals. Despite decades of effort to alleviate chronic poverty, the city of Rochester continues to rank among the highest across the nation. Through its network of neighborhood anchor agencies and support services, partners will create an agile, responsive system that empowers residents through walking outreach, corner pop-up events, food donation, hygienic product donation, and other wraparound services. The project will serve 5,200 residents across three city quadrants and 89% of these individuals are anticipated to be from BIPOC communities.

In addition to its fiscal agent, Community Resource Collaborative, the Neighborhood Collaborative Project (NCP) includes twelve (12) funded subawardees/subcontractors: the project lead consultant, C3 Consultancy Services, LLC; the project research/evaluator, On the Ground Research; the project founder and social services lead, MC Collaborative; the three neighborhood anchor agencies: SWAN at Montgomery Neighborhood Center (SW), Cameron Community Ministries (NW), and Father Tracy Advocacy Center (NE); three neighborhood partner agencies: Barakah Muslim Charity (SW), Lyell Avenue Business Association (NW), and The People's Pantry (NE); and three citywide support services partner agencies: Beyond the Sanctuary, Baden St. Settlement - George C. Simmons Counseling & Support Center, and Action for A Better Community's Action Front Center.

Organization History: The NCP is an unprecedented collaboration among almost two dozen organizations to strengthen and empower neighborhoods within the City of Rochester, formed with the help of ARPA funding.

The Neighborhood Collaborative Project will build service capacity within neighborhood community organizations. This innovative project will bring a wide variety of services directly into neighborhoods rather than requiring individuals to travel to multiple sites across Monroe County to access the services they need.

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.

Organization History: CCCS of Rochester is proud to be the only locally-based non-profit Credit Counseling Agency in the Rochester area. Over the last 50 years, they have helped hundreds of thousands of people reclaim their financial health.

From debt management and credit counseling, to housing counseling and first-time home buyer help, CCCS of Rochester can help you build a brighter financial future.

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.

Organization History: Deaf Refugee Advocacy recognizes that deaf refugees, asylum-seekers, immigrants, and those from US territories have unique needs that are best served and assisted by the members of the general Deaf community. Deaf Refugee Advocacy aims to support them as they strive to be self-sustaining neighbors while still retaining their own cultural heritage, identity, language, and religion. Furthermore, Deaf Refugee Advocacy wishes to ensure their inclusion into our Deaf community and into general society.

www.deafrefugeeadvocacy.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.

Organization History: The Department of Diversity, Equity, and Inclusion works across all Monroe County departments to support a focus on the recruitment, retention, promotion, and development of people from diverse backgrounds. The Department's work oversees the cultivation of a diverse, equitable, and inclusive culture that is intentional about access and opportunity for marginalized populations fostered by leadership. Since its implementation, the Department has assisted County leaders in ensuring that processes, procedures, and services performed by Monroe County are equitable for all. There are five pillars of excellence used to measure the success of the work it does: (1) compliance and accountability, (2) communication and education, (3) culture, inclusiveness and belonging, (4) community engagement, and (5) equitable systems.

www.monroecounty.gov/dei

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.

Organization History: The mission of Dress for Success is to empower women to achieve economic independence by providing a network of support, professional attire, and the development tools to help women thrive in work and in life.

<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.

Organization History: EnCompass: Resources for Learning develops and provides innovative educational services to students and to the families, schools, communities, and professionals that support them. These services are matched to each student’s unique learning style in order to prevent academic failure and enhance lifelong learning.

EnCompass reaches 2,400 students in Monroe and Livingston Counties with a pre-k through graduation pathway of student-centered academic and surround support services. Academic programs they develop and provide are Afterschool, Summer, and Daytime Learning, and College and Career Development.

<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.

Organization History: Finger Lakes Performing Provider System (FLPPS) is a 501(c)(3) not-for-profit organization established in 2014 with the mission of improving the healthcare delivery system for the Medicaid population. FLPPS is a partnership that includes a network of health and human services providers, including health systems, federally qualified health centers, nursing homes, behavioral health providers, and community-based organizations, across a 13-county region in Upstate New York.

<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.

Organization History: FLPPS: Finger Lakes Performing Provider System (FLPPS) is a 501(c)(3) not-for-profit organization established in 2014 with the mission of improving the healthcare delivery system for the Medicaid population. FLPPS is a partnership that includes a network of health and human services providers, including health systems, federally qualified health centers, nursing homes, behavioral health providers, and community-based organizations, across a 13-county region in Upstate New York.

MCC: For more than 60 years, MCC has evolved to meet the ever-changing needs of its students and community. The College has developed new and exciting degree programs, created unique educational and workforce initiatives, and built contemporary urban and suburban campus facilities. The College offers more than 100 outstanding academic programs taught by award-winning faculty members for a much lower cost than private colleges. Since 1961, more than half a million people have been inspired by MCC.

<https://flpps.org>

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 low-income and unemployed or underemployed.

Targeted Underserved Communities: Monroe County Residents

Organization History: Foodlink has a 40-year history of mobilizing a diverse network of community partners to address both the symptoms and root causes of food insecurity throughout the Greater Rochester and Finger Lakes region of New York. They are transforming lives, advocating for equity, and creating healthy futures for every community they serve.

<https://foodlinkny.org>

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.

Organization History: Since Healthy Baby Network began in 1996, their hearts and souls have been dedicated to the care of our most vulnerable community members. They believe that a baby born healthy will become a healthier, more successful adult. That’s why they do whatever they can to uplift our community, babies and mothers at every level, from direct intervention to educating community leaders and medical providers.

Monroe County Department of Human Services



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.

Organization History: The Department of Human Services has a goal of a common sense human service delivery system that is comprehensive, responsive, coordinated, and based on measurable results. The department provides various forms of assistance to citizens of Monroe County including income support, medical assistance, and comprehensive services designed to promote a higher quality of life for children, families, and disadvantaged or elderly adults.

www.monroecounty.gov/hs

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

Organization History: Lifespan, founded in 1971, has provided services for Rochester area older adults and caregivers for 50 years. As a regional nonprofit, Lifespan is a trusted source of unbiased information, guidance, and more than 30 services and advocacy for older adults and caregivers in Monroe County. Among the services offered are elder abuse intervention and prevention services, financial management services, and assistance for caregivers of people with dementia / Alzheimer's. Lifespan assists approximately 30,000 older adults and caregivers each year.

<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

Organization History: Established in 1949, Mary Cariola is the regional leader in personalized, interdisciplinary, evidenced-based education and life skill solutions that inspire and empower individuals and the families of those with complex disabilities. Mary Cariola Center serves hundreds of children, young adults, and families each year through academic, residential, and community outreach programs.

www.marycariola.org

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.

Organization History: The mission of the Monroe County Industrial Development Corporation is to provide resources to qualified for-profit businesses and not-for-profit organizations that result in the retention and creation of jobs and employment opportunities in Monroe County and its surrounding counties. Its purpose is promoting and providing economic development opportunities within the County of Monroe, providing additional employment and job opportunities, and promotion of scientific research.

www.monroecounty.gov/planning-microloan

Mt. Olivet Baptist Church



Funding Amount:
\$5,800,000



**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.

Organization History: In the early years of the twentieth century, the Rev. Sedley E. Lee and a group of Rochester's Third Ward Citizens organized the Mt.Olivet Baptist Church of Rochester, New York. The old George Hall on South Avenue served as the first official church site. The church later moved to Odd Fellows Hall at 100 Caledonia Avenue, now Clarissa Street. Mt .Olivet was recognized as a church by the 83rd Monroe Baptist Association annual session on October 14, 1910.

<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.

Organization History: The Multi-Craft Apprenticeship Preparation Program is a New York State not-for-profit organization. They are a direct-entry gateway into a career-track opportunity in the construction industry. M.A.P.P. Inc. is a partner of the Rochester Building and Construction Trades Council and serves as one of its more visibly active Apprenticeship Readiness Program resources. They provide training in real-world job-site experience, education, and basic skills required to successfully become viable construction apprentices to historically under-served populations -- particularly African American men and women, in the Rochester, NY area.

<https://www.mappinc.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 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: URMC: The University of Rochester Medical Center (URMC) is one of the nation’s leading academic medical centers. It forms the centerpiece of the University of Rochester’s health research, teaching and patient care missions. The University of Rochester Medical Center is a private, coeducational, nonsectarian, and nonprofit research university.

Rochester Regional Health: Formed in 2014 with the joining of Rochester General and Unity Health systems, Rochester Regional Health was built on a foundation of providing inclusive and community-based care that is of the highest quality. RRH provides a full palate of services from traditional acute and institutional care, to new community-based services such as home health care, housing, transportation, and more.

www.urmc.rochester.edu/pediatrics.aspx

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 landbank 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 increase crime as well as decrease 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.

Organization History: The Planning and Development Department provides and coordinates a broad range of programs focusing on job retention and creation, employment and training services, land use planning, resource conservation, and housing and neighborhood preservation. The department integrates planning services with economic and community development activities through partnerships with local governments and the private sector. The Planning and Development Department consists of several divisions, which include Community Development, Economic Development, Planning Services, and Workforce Development.

<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.

Organization History: The Monroe County Department of Public Health focuses on protecting the health and safety of our entire community. Through a wide range of services, the department prevents disease, promotes healthy habits, and improves quality of life. Services offered to the community include: Addiction Services, Early Childhood Development, Environmental health, Epidemiology and Disease Control, Maternal and Child Health, the Monroe County Medical Examiner, Nursing, Public Health Preparedness, and Vital Records.

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.

Organization History: The Monroe County Department of Public Health focuses on protecting the health and safety of our entire community. Through a wide range of services, the department prevents disease, promotes healthy habits, and improves quality of life. Services offered to the community include: Addiction Services, Early Childhood Development, Environmental health, Epidemiology and Disease Control, Maternal and Child Health, the Monroe County Medical Examiner, Nursing, Public Health Preparedness, and Vital Records.

www.monroecounty.gov/health

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.

Organization History: The employees of the Department of Public Safety are committed to the safety of our communities. Every day, the Department of Public Safety is hard at work looking out for Monroe County citizens' interests in such diverse areas as emergency response, drug abuse, seat belt and traffic safety education, as well as consumer fraud. The department wants to help you to stay safe and healthy in your home, your work place, and your neighborhood.

The quality of life in Monroe County, NY is affected by many things, but nothing is more important than the safety of your families and children. The people of the Monroe County Department of Public Safety work hard behind the scenes to provide the best possible service to our customers, vendors, the courts, private and public agencies, and most importantly, you and other taxpayers of this exceptional community and county.

www.monroecounty.gov/safety

Monroe County Office of Public Safety



Funding Amount:
\$710,000



**Targeted Underserved
Communities:**
Monroe County Residents



Community Goal:
Public Health and
Public Safety

Project Name: Project JEDI

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

Organization History: The employees of the Department of Public Safety are committed to the safety of our communities. Every day, the Department of Public Safety is hard at work looking out for Monroe County citizens' interests in such diverse areas as emergency response, drug abuse, seat belt and traffic safety education, as well as consumer fraud. The department wants to help you to stay safe and healthy in your home, your work place, and your neighborhood.

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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 employees of the Department of Public Safety are committed to the safety of our communities. Every day, the Department of Public Safety is hard at work looking out for Monroe County citizens' interests in such diverse areas as emergency response, drug abuse, seat belt and traffic safety education, as well as consumer fraud. The department wants to help you to stay safe and healthy in your home, your work place, and your neighborhood.

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www.monroecounty.gov/safety

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.

Organization History: The Reentry Association of Western NY (RAWNY) has been in existence since 2005, originally known as the Safer Monroe Area Reentry Team (SMART) until 2021. RAWNY started as a volunteer grassroots member organization providing a platform for members to share information and news on reentry topics and advocate for better reentry policies. Their members now include more than 50 local organizations that provide direct services to people who are reentering the community after incarceration.

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.

Organization History: Established in 1973, REOC has grown to become an integral part of the Rochester community. REOC envisions a future where everyone, regardless of their background, has the opportunity to access quality education, build essential skills, and achieve their dreams. They are dedicated to fostering a dynamic and supportive learning environment, where students are inspired to reach their full potential and make a positive impact on the world. To date, REOC has helped thousands of individuals from diverse backgrounds achieve their academic and professional goals, creating lasting change for the betterment of our city and beyond.

<https://reoc.brockport.edu>

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.

Organization History: Rochester ENergy Efficiency & Weatherization (RENEW) is a collective impact initiative established in 2015. By braiding resources and working cooperatively, RENEW and its community partners have invested over \$7.06 million into the homes of hundreds of income-qualified homeowners, making them more energy-efficient, healthier, and safer from environmental hazards.

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

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.

Organization History: The Monroe County Sheriff's Office is committed to securing a safe community and maintaining the trust and respect of those we serve by providing exemplary law enforcement and correctional services. The Monroe County Sheriff's Office achieves excellence in service and operations by anticipating and responding to the ever-changing needs of our community. The office promotes four core values: respect, integrity, teamwork and excellence.

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

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.

Organization History: St. Joseph's Neighborhood Center provides person-centered comprehensive primary and specialty care, mental health counseling, support services and referrals, health care access assistance, and more to individuals and families who are uninsured or under-insured in the greater Rochester area. Established in 1993 as a ministry of the Sisters of St. Joseph, the Center is committed to raising the health status and quality of life of individuals and families.

<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.

Organization History: Trillium began as a small HIV/AIDS clinic in the 1980’s during difficult times, and they’re proud of their legacy as the leading LGBTQ+ healthcare provider in Rochester. Today, Trillium Health is a Community Health Center that provides extraordinary care for all, including LGBTQ+ health, ensuring equitable, judgment-free, and affordable care. They believe that everyone who walks through their doors deserves high-quality, affordable healthcare, regardless of income, sexual orientation, gender identity, race, or ethnicity.

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.

Organization History: The Urban League of Rochester was founded in 1965 in the wake of racial unrest and riots that crippled the Rochester community. The formation of the agency, which is an affiliate of the National Urban League, was intended to address the material needs of community members who live in poverty and minority citizens in areas such as housing, employment, education, health, and economic parity.

Today, the Urban League of Rochester offers over 25 programs in youth services, services for individuals with developmental disabilities, economic development, employment services, family and children services, education, homeownership, and entrepreneurial assistance. In FY 2020-21, over 25,000 community members benefited from their diverse programming.

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.

Organization History: Founded locally in 1973 by returning Vietnam Veterans, today's Veterans Outreach Center remains anchored in our community and offers a comprehensive portfolio of supportive services designed to meet the needs of veterans and their families. Through the generosity of our community, all of these programs and services are provided free of charge. Their mission is to serve veterans with compassion and advocate for all who have worn our nation's uniform so they can RISE and live life to the fullest.

<https://veteransoutreachcenter.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.

Organization History: Volunteers of America was co-founded in 1896 in New York City by social reformers Maud and Ballington Booth. The Booths established "posts" throughout the nation, including one in Binghamton that was formed in 1896, and one in Rochester during 1901.

Volunteers of America Upstate New York empowers people in our community to rise out of poverty, move toward self-reliance, and reach their full potential. They accomplish this by providing long-term solutions to homelessness, poverty, addiction, illiteracy and criminal behavior through more than 34 essential programs and services.

<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 (FJs). The FJs 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

Organization History: Willow has led our community’s response to domestic violence for over 40 years, serving over 8,000 survivors and reaching over 15,000 people each year in the Greater Rochester region. Willow partners with Monroe County DSS, DA’s Office, Sheriff’s Office, Family Court, Probation, and is a founding member of the Rochester/Monroe County Domestic Violence Consortium. Willow is a member of the NYS Coalition Against Domestic Violence, the National Coalition Against Domestic Violence and the LGBTQ Domestic Violence Service Providers Network. Providence House: Providence founders envisioned a housing development corporation that would work closely with the faith community and Catholic Charities agencies, supporting those entities where a need for housing was perceived. Since 1994, Providence has secured more than \$145 million in project development funding from public and private sources and created more than 1,100 units of affordable housing. This housing has been developed in collaboration with Catholic Charities agencies and other Catholic institutions throughout the Diocese of Rochester. Providence Housing’s mission is to strengthen families and communities by creating and providing access to quality affordable housing enriched by the availability of supportive services. Providence Housing develops, finances, and manages affordable housing for seniors, individuals with special needs, and families.

<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.

Organization History: The first YMCA was founded in London in 1844. Ten years later, the YMCA of Greater Rochester was founded. Every day the YMCA of Greater Rochester works side-by-side with neighbors to make sure that everyone, regardless of age, income or background, has access to YMCA programs that make people healthy, confident and connected. The YMCA accomplishes its mission by providing health and wellness, childcare, food resources, camp experiences, education, and adult services throughout the community in strategically located facilities to serve those in most need.

<https://rochesterymca.org/>

2. PUBLIC SAFETY REQUEST FOR PROPOSALS

After receiving the initial applications for ARPA funding in July of 2022, Monroe County determined that additional resources could, and should, be set aside to support entities that provide fire protection services and/or certified ambulance and advanced life support first response services. To ensure that all potential organizations in the community had sufficient time and awareness of their potential access to these funds, Monroe County released a separate Request for Proposals (RFP) on December 16, 2022. The RFP, which was originally planned to close in January, was extended until February 10, 2023 to encourage all eligible applicants to apply.

There were 26 applicants to the American Rescue Plan Act Public Safety Funding Opportunities RFP. Of those 26 applicants, 13 were approved for funding in the amount of \$6,205,420.60. Successful grantees were selected by a voting committee that was comprised of 6 people, including: the head of the Department of Public Safety, the Deputy County Executive, members of County leadership who are members of the EMS and Fire Safety community, and a county legislator who was also a former firefighter. Representatives from Monroe County's Legal, Purchasing, and Diversity, Equity and Inclusion (DEI) Departments were also present for the process to ensure that the voting committee maintained full compliance with Monroe County policies. Applicants were graded based on a 100 point rubric system that measured community impact, collaboration, equity, strategy, and transformative potential in the community through 2026 and beyond.

SUMMARY	TOTAL REQUESTED	NUMBER OF APPROVED	TOTAL AMOUNT APPROVED
EMS	\$11,729,386.19	7	\$5,425,297.35
FIRE	\$4,351,959.19	6	\$780,123.25
BOTH	\$16,081,345.38	13	\$6,205,420.60

The Monroe County Legislature voted in favor of the resolution to fund the 13 projects put forth by the voting committee on June 13, 2023.

See Attachment A: American Rescue Plan Act Public Safety Funding Opportunities Request for Proposals.

3. BROADBAND REQUEST FOR PROPOSALS

Monroe County has been actively working toward the goal of barrier-free access to affordable high-speed internet for all residents. To accomplish this vision, the 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>. The County has set aside approximately \$20,000,000 of ARPA funding to support the recommendations in the study.

On June 2, 2023, the County issued a Broadband Infrastructure Funding Opportunities Request for Proposals (RFP) to seek proposals to fund broadband infrastructure projects within Monroe County. The County's top priority is to work with a partner or partners to serve areas that are currently unserved and underserved. The County is seeking to award funding to a respondent who can demonstrate an ability to provide additional benefits, such as service that is at the forefront of technology capabilities, provide a competitive advantage to Monroe County businesses and provide affordable service options for all residents. Responses to this RFP were due to the County on July 28, 2023.

See Attachment B: Broadband Infrastructure Funding Opportunities Request for Proposals.

The County will release an additional RFP to address digital equity and inclusion as outlined in the Community Access Plan and Funding Strategy for Broadband report.

4. BUILDING LASTING RELATIONSHIPS

Monroe County is invested in the long-term success of the Bring Monroe Back initiative and has established genuine partnerships with all of the approved ARPA grantees. The ARPA team offers consistent communication and support regarding compliance, reporting, potential community collaborations, and County resources. It has been important to connect the grantees to the community so that all are aware of the excellent work that being done and how the ARPA funding is being used. The Monroe County Communications Team has met with the various agencies regarding press conferences, press releases, or any events that can be highlighted for the public.

Monroe County hosted a Community Partnership meeting with the ARPA grantees on February 17th, 2023 to promote collaboration, offer support, and communicate expectations. The County continually creates opportunities for awardees to network with each other and encourages partnerships whenever possible. There have been several new and exciting partnerships that have resulted from connections facilitated by the County that will help the grantees to enhance their projects and will have long-term benefits in the community that extend past the ARPA time frame.

The Monroe County team also actively attends the grantees' planning meetings, walks, open houses, ribbon cuttings, site visits, and community events. A list of these meetings can be found below:

ARPA and County Meetings

02/17/23- ARPA Grantee and Monroe County Partnership Meeting

02/17/23- Rochester Works ARPA Grantee workforce development roundtable

03/17/23- NCP meeting

05/12/23- NCP meeting

06/09/23- NCP meeting

07/14/23- NCP meeting

Communications Department and ARPA grantees

03/03/23- VOA to discuss presser or other communication
03/28/23- Urban League press conference meeting
03/30/23- NCP press conference meeting
04/06/23- Deaf Refugee Advocacy press conference meeting
04/18/23- Consumer Credit Counseling press conference meeting
04/19/23- Dress for Success press conference meeting
04/20/23- RENEW press conference meeting
06/02/23- FLPPS press conference meeting
06/05/23 Driven to Success press conference meeting
06/26/23- Trillium press conference planning
06/28/23- St. Joe's press conference meeting
06/29/23- MCC and FLPPS conference meeting
07/06/23- HBNY Summit Meeting
07/20/23- HBNY Summit Meeting

Press Conferences and Events

03/07/23- Family Justice Center Stakeholder Meeting (Willow and Providence)
03/14/23- Big Brothers Big Sisters Ribbon Cutting
05/31/23- Microloan Open House and press conference
06/01/23- Richard's House Ribbon Cutting
06/16/23 Consumer Credit Counseling press conference
07/21/23- St. Joe's Neighborhood press conference
07/07/23- SWAN Workforce Development Security Guard Dinner

Networking and Smaller Events

03/29/23- Dress for Success meeting and tour of location
05/17/23- Visit to Dress for Success Mobile Van at IBERO
06/09/23- NCP Walk of Peace
07/11/23 St. Joe's Table Talk and Tasting networking event
07/19/23- St. Joe's tour and breakfast
07/19/23- Visit to Trillium's food pantry

Monroe County is invested in the success of the ARPA projects and in our partnerships with the grantees. Through consistent communication, collaboration, and engagement, the County will continue to build these relationships and establish genuine trust with the agencies and the residents they serve. These relationships will serve as the foundation for potential future projects and programs.

MONITORING IMPACT

1. EVALUATING PROJECTS

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

The County adopted the Monroe County Subaward Policy, which is attached, and incorporated in the County's contracts with subrecipients as Exhibit H-1, in accordance with 2 CFR § 200.332. All subrecipients were made aware of the strict requirements and continuous oversight associated with this funding and have agreed to the process. The monitoring plan includes several parts which are outlined below:

- **Assessment of Risk**

The County is required to evaluate each subrecipients risk of noncompliance with Federal statutes and to determine an appropriate monitoring plan pursuant to 2 CFR § 200.332(b). To do this, a Risk Assessment was created with questions regarding policies and procedures, financial management, record keeping systems, personnel, experience with Federal grants, and audit requirements. These questions were based upon a survey that was presented to the subrecipients asking them for detailed responses regarding these specific topics. The risk assessment consists of twenty questions and each subrecipient has a total score out of 100 possible points. Subrecipients were assessed as low (below 33), medium (34-66), or high risk (67-100) depending on how they scored on the risk assessment. Final scores were determined by the Monroe County Planning and Development Team (specifically, members of the ARPA team) and an Internal Audit and Control Manager from the Monroe County Department of Finance. These assessments will be continually monitored with follow up questions at subrecipient desk reviews, that will follow the same survey format, which yielded the responses for the original risk assessment. At the end of each calendar year, the subrecipients will be reevaluated and their risk assessment may change accordingly.

The County's monitoring plan for low, medium and high risk subrecipients is on the following page

Subrecipient Deemed Low Risk	Subrecipient Deemed Medium Risk	Subrecipient Deemed High Risk
<ul style="list-style-type: none"> • Payment validations (monthly) • Report reviews (quarterly) • Desk reviews (at least once per year and more frequently if requested by the County or subrecipient) • Onsite reviews (upon request of the County or subrecipient) • Audit review (yearly) 	<ul style="list-style-type: none"> • More detailed financial reporting • Payment validations (monthly) • Report reviews (bi-monthly) • Desk reviews (within 6 months of project start and every six months thereafter) • Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by the County or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly) 	<ul style="list-style-type: none"> • More detailed financial reporting • Compliance training (one-time) • Prior approvals for certain expenditures • Payment validations (monthly) • Report reviews (monthly) • Desk reviews (within 3 months of project start and at least quarterly thereafter) • Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by the County or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

• Reporting

Each quarter, the subrecipients will be required to report to Monroe County regarding their progress on their respective ARPA projects in the ARPA portal.

NAME OF REPORT	COMPONENTS REQUIRED	FREQUENCY
Quarterly report	Data, Action Items	Every 3 months
Interim Report	Data, Action Items, Interim Narrative	Annually
Annual Report	Data, Action Items, Interim Narrative	Annually
MWBE	Status of MWBE Spending	Monthly
Vouchers	Voucher Budget	Determined pursuant to Risk Assignment

Quarterly Data Report: The Data Report is the individual data that the subrecipients are required to collect about the individuals that they serve. Each subrecipient has this information in an Excel spreadsheet that they are able to upload into the ARPA portal. There are three different components of the required quarterly data reports: Demographics, Outputs, and Outcomes.

Demographics: Information about the individuals that are being served.

Outputs: What will be produced, delivered, and/or provided to the individuals that are served. Outputs are divided into two categories: 1) in house programs and trainings, and 2) referrals to programs and services that the individual receives elsewhere.

Outcomes: The results of the programs and resources that have been provided to the individuals that have been served. This illustrates the full scope and scale of the ARPA programs and the overall impact on the community.

Action Items: Subrecipients will be required to indicate whether or not they have completed the action items that were outlined in their Scope of Work. For each action item outlined in their respective contracts for that quarter, subrecipients will need to indicate if the performance measurement has been met and how many unique individuals were served. They will also have the ability to upload any supporting documents that demonstrate how the deliverables have been met. If a performance measurement has not been met that quarter, subrecipients will have the ability to explain what factors contributed to that discrepancy. This will help Monroe County to continually monitor the progress of the subrecipients and ensure compliance with the Federal ARPA regulations. This will be completed in the ARPA portal.

Interim Report: This will be required once per year. Subrecipients will need to answer the following questions in the ARPA portal:

1. Please describe any budgetary or programmatic variances, potential challenges or victories encountered during the reporting period (i.e., previous 6 months).
2. Do you have any questions, concerns, or recommendations you would like to share?

Annual Report: This report will be required once per year. Subrecipients will need to answer the following questions in the ARPA portal:

1. Please outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period (i.e., previous year).
2. 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.

3. Please 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.
4. Did your program create any jobs? If so, describe.
5. Please 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.
6. Do you have any questions, concerns or recommendations you would like to share?

M/WBE Reporting: M/WBE Utilization will be monitored by Monroe County's MWBE Utilization Manager. Each subrecipient was required to provide an M/WBE Utilization Plan that was approved by the MWBE Utilization Manager and incorporated in to their contract as Exhibit E. Reporting on this plan is due monthly.

See Attachment D: Data Summary Sheet and Attachment E: ARPA Data Guidebook.

Vouchers: Monroe County has streamlined the payment validation process with a vouchering system in the ARPA portal. Each subrecipient has a budget spreadsheet that has been specifically tailored to their organization to reflect their annual budget and the spending agreed upon in their contract for each line item. Subrecipients can see, in real time, the percentage of their budget that has been spent, if they are under or over budget (the totals will shift from green to red), and how much they have spent to date. These spreadsheets are locked, so totals and line items cannot be edited. This helps the County consistently and easily monitor spending and to ensure that the subrecipients are on target with their spending goals. It also prevents any budget modifications from occurring without authorization from the County. Subrecipients are also required to provide documentation for all ARPA expenditures. To confirm that all expenditures are accounted for, the County is creating a voucher review packet to accompany each submission. All subrecipients have the option to voucher monthly, but may voucher bi-monthly (medium) or quarterly (low) depending on the subrecipient's risk assessment.

Report Reviews: Monroe County has regular compliance meetings with all subrecipients to assess their progress with action items, answer questions, and offer support when needed. If necessary, performance concerns are also addressed at these reviews. These consistent meetings ensure that communication between the County and the subrecipients remains open and productive.

Desk Reviews: At the desk reviews, the discussion is more structured and centers on specific questions regarding policies and procedures, financial management, record keeping systems, personnel, experience with Federal grants and audit requirements. This is to benchmark any growth or development that has occurred between the desk review and the most recent risk assessment. Subrecipients are also given an evaluation based upon their administration of the grant with the County. The evaluation is based on four components: vouchers, documents and paperwork, action items, and compliance meetings. Based upon their performance in the previous quarter, Subrecipients are advised as to whether they currently meet expectations, are approaching expectations, or do not meet expectations. The expectation for each of these elements are listed below:

Vouchers: Expectation: The vouchers are submitted on time per the subrecipients' assigned Risk Assessment. The vouchers require minimal follow up; they are accurate and include all required documentation. If follow up is required, the organization answers promptly and works diligently to provide any missing materials or required information

Documents and Paperwork: Expectation: The insurance documents for the subrecipient are up to date. All contracts over \$50,000 have been submitted to Monroe County for review in the ARPA portal. If follow up is required, the organization answers promptly and works diligently to provide any missing materials or required information

Action Items: Expectation: Subrecipient is working toward performing action items on time and diligently. If an action item is behind schedule outlined in their contract, subrecipient is communicative with County staff and actively working on alternative solutions to ensure that contract conditions are met within the ARPA time frame.

Compliance Meetings: Expectation: The subrecipient has attended all compliance meetings. Subrecipient is prepared for compliance meetings with information regarding quarterly action items. If a subrecipient is unable to attend a scheduled compliance meeting, the subrecipient works diligently with County staff to coordinate an alternative meeting date.

See Attachment F: Desk Review Questions.

Onsite Reviews: Depending on Risk Assessment, the County will conduct on-site meetings at the sub-recipient's location to review project performance and compliance. Topics covered will depend on project scope and risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems.

2. COMMUNICATING RESULTS

Monroe County will continue to provide ongoing updates and information on the status of the ARPA projects. The County will build a website to deliver effective and continual communications regarding how the ARPA funds are being invested. This will ensure transparency and enhance visibility of the ARPA programs; allowing the community to see the transformative impact of the funds.

- **Dashboard**

Monroe County will create an interactive ARPA dashboard that provides information provided by the ARPA Grantees during the reporting process. The dashboard will be updated on a quarterly basis as new data becomes available. The dashboard will offer Monroe County residents a visual snapshot of the progress made by the ARPA grantees and the impact the funds have had to date on the community.

- **Social Media**

Monroe County has created an official Bring Monroe Back Twitter account (@bringmonroeback) and Facebook page where updates regarding projects and other useful information will be shared.

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	\$31,866,255.83	\$11,584,088.84	\$11,584,088.84
1.1	COVID-19 Vaccination	\$ 9,014,211.83	\$ 7,893,953.88	\$ 7,893,954.88
1.11	Substance Use Services	\$6,407,126.00	\$455,067.59	\$455,067.59
1.12	Other Public Health Services	\$1,000,000	\$0	\$0
1.13	Substance Use Services	\$4,908,546.00	\$387,013.00	\$387,013.00
1.14	Other Public Health Services	\$10,536,372.00	\$2,848,054.37	\$2,848,054.37
2	Expenditure Category: Negative Economic Impacts - TOTAL	\$38,849,312.00	\$1,969,133.08	\$1,969,133.08
2.1	Household Assistance: Food Programs	\$1,430,745.00	\$69,227.25	\$69,227.25
2.2	Household Assistance: Rent, Mortgage, and Utility Aid	\$850,000.00	\$107,040.00	\$107,040.00
2.10	Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)	\$16,750,057.00	\$408,790.75	\$408,790.75
2.16	Long-Term Housing Security Services for Unhoused persons	\$1,974,500.00	\$248,645.37	\$248,645.37
2.22	Strong Healthy Communities Neighborhood Features that Promote Health and Safety	\$9,974,893.00	\$678,785.25	\$678,785.25
2.25	Addressing Educational Disparities Academic Social and Emotional Services	\$5,869,117.00	\$322,656.50	\$322,656.50
2.37	Rehiring Public Sector Staff	\$2,000,000.00	\$133,987.96	\$133,987.96
3	Expenditure Category: Services to Disproportionately Impacted Communities – TOTAL	\$0	\$0	\$0
4	Expenditure Category: Premium Pay - TOTAL	\$0	\$0	\$0
5	Expenditure Category: Infrastructure - TOTAL	\$0	\$0	\$0
6	Expenditure Category: Revenue Replacement - TOTAL	\$0	\$0	\$0
7	Administrative and Other - TOTAL	\$1,000,000.00	\$176,587.66	\$176,588.66
7.1	Administrative Expenses	\$1,000,000.00	\$176,587.66	\$176,588.66



www.monroecounty.gov/bringmonroeback



ADAM J. BELLO
COUNTY EXECUTIVE



ATTACHMENT A

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

**American Rescue Plan Act Public Safety Funding
Opportunities**

Release Date: December 16, 2022

Response Deadline: January 31, 2023



Monroe County
Department of Public Safety &
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:

ARPA – RFP Coordinator
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104
E-mail: wwebert@monroecounty.gov

RFP **American Rescue Plan Act Public Safety 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.

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals for American Rescue Plan Act Public Safety 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.

All proposals must be submitted using the format set forth in Attachment 03. Monroe County reserves the right to reject any proposal that does not follow this format. A Word version of Attachment 03, which may be filled out electronically and submitted as part of the proposal, is available at <https://www.monroecounty.gov/arpa-rfp>.

Pending final approval from the Monroe County Legislature, the County’s objective is to enter into agreements with a term commencing on or after March 1, 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).

Walter Weibert, RFP Coordinator
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Fax: (585) 753- 1104
Email: wweibert@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 **December 16, 2022**.
- The County will host a virtual ARPA Application Q and A Session open to all potential Respondents at **12:00 PM ET on January 4, 2023**. Anyone interested in participating in the virtual information session may register at:
<https://monroecounty-gov.zoom.us/meeting/register/tZModeGtrzksH93pmeIgLcPulprTeJpvmVvW>
After registering, you will receive a confirmation email containing information about joining the meeting.
- All 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 January 6, 2023**.
- 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 registered and received a copy of this RFP via the County website on or before **January 13, 2023**.
- **Final RFP submissions and forms must be received by 5:00 PM ET on January 31, 2023.**

SECTION 2 – SCOPE OF WORK

2.1 Overview

The County received Coronavirus State and Local Fiscal Recovery Funds (“SLFR Funds”), a part of the American Rescue Plan (“ARPA”), to support its response to and recovery from the COVID- 19 public health emergency. As part of its ARPA response, the County has designated a portion of its SLFR Funds to support entities that provide fire protection services and/or certified ambulance and advanced life support first response services in Monroe County.

2.2 Detailed Scope of Work

Project Proposals

This RFP is for entities that provide fire protection services and/or certified ambulance and advanced life support first response services (generally, “Eligible Entities”) in Monroe County. All Eligible Entities are encouraged to submit proposals for projects that are eligible for ARPA funding, as described below.

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 SLFR 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, a portion of which is included in Attachment 01 and under Eligible Projects, below (*note: this list is not exhaustive. 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.

The County reserves the right to award multiple contract(s) pursuant to this RFP. 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.

Eligible Entities

This RFP seeks to target entities that provide the following services within Monroe County:

- Fire protection services (e.g., independent fire districts, fire protection districts, and/or municipal and incorporated fire departments).
- Certified ambulance and advanced life support first response services.

Eligible Projects

Respondents are solely responsible for reviewing and incorporating the ARPA Rules into their proposals.

Potentially eligible projects that may be responsive to this RFP are listed in Attachment 01 (*note: this list is not exhaustive list. A full list of pre-approved uses may be found at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>*). Examples of potentially eligible projects include:

- **Restoring pre-pandemic employment in the public sectors**
- **Supporting and retaining public sector workers, e.g.:**
 - Providing additional funding for employees who experienced pay reductions or were furloughed since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - Maintaining current compensation levels to prevent layoffs. SLFR Funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - Providing worker retention incentives, including reasonable increases in compensation to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
 - Covering administrative costs associated with administering the hiring, support, and retention programs above.
- **Effective Service Delivery.** SLFR Funds may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:
 - Supporting program evaluation, data, and outreach through:
 - Program evaluation and evidence resources
 - Data analysis resources to gather, assess, share, and use data
 - Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
 - Community outreach and engagement activities
 - Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support
 - Addressing administrative needs, including:
 - Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFR Funds and non-federally funded programs
 - Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)
- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - Vaccination programs, including vaccine incentives and vaccine sites
 - Testing programs, equipment and sites
 - Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - Public communication efforts

- Public health data systems
- COVID-19 prevention and treatment equipment, such as ventilators and ambulances
- Medical and PPE/protective supplies
- Support for isolation or quarantine
- Ventilation system installation and improvement
- Technical assistance on mitigation of COVID-19 threats to public health and safety
- Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
- Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
- Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
- Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
- Temporary medical facilities and other measures to increase COVID-19 treatment capacity
- Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
- Public telemedicine capabilities for COVID-19 related treatment
- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - Emergency medical response expenses
 - Treatment of long-term symptoms or effects of COVID-19
- **Assistance to Nonprofits**
 - Impacted Nonprofits. Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:
 - Decreased revenue (e.g., from donations and fees)
 - Financial insecurity
 - Increased costs (e.g., uncompensated increases in service need)
 - Capacity to weather financial hardship
 - Challenges covering payroll, rent or mortgage, and other operating costs

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

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) equally weighted categories. A copy of the ARPA Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as *Attachment 05*.

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. 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. Proposals.** All proposals must be submitted using the format set forth in Attachment 03. Monroe County reserves the right to reject any proposal that does not follow this format. A Word version of Attachment 03, which may be filled out electronically and submitted as part of the proposal, is available at <https://www.monroecounty.gov/arpa-rfp>.
- D. 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. Emphasis should be concentrated on accuracy, completeness, and clarity of content. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

To be considered, **proposals and all applicable forms must be submitted on or before 5:00 PM ET on January 31, 2023.** *Requests for extension of the submission date will not be granted.* Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County, including but not limited to its officers and employees, 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 registered and received a copy of this RFP via the County website. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Respondents will only receive notices of addenda by downloading the original RFP document via the Monroe County website at www.monroecounty.gov.**

3.5 Proposals

- A. 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.
- B. Equal Pay Certification.** Respondents and proposed subcontractors must print, sign, and submit with the proposal Appendix C: Monroe County Equal Pay Certification.
- C. 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.
- D. Exceptions to the Standard Clauses for County Contracts.** For all exceptions to the Standard Clauses for County Contracts, attached herein as Appendix A, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Clauses for County Contracts," 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 Clauses for County Contracts.
- E. 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.
- F. Cost Proposal.** Each Respondent shall prepare and submit a Budget Proposal Template (see Attachment 04 for a sample) in connection with its proposal and the proposed Contract. The electronic Budget Proposal Template is located at the following: <https://www.monroecounty.gov/arpa-rfp>.

3.6 Method of Evaluation

- A. Evaluation Committee.** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria.** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent(s) with whom a contract may be signed. Complete proposals that comply with the ARPA Rules will be evaluated under five (5) equally weighted categories. A copy of the ARPA Public Safety Application Scoring Matrix that will be used during the evaluation period is attached to this RFP as *Attachment 05*.

- C. Contract Approval Process.** Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Legislature and the Monroe County Law Department. Successful Respondents will also be required to provide additional information, including but not limited to providing evidence that they have an active registration with the System for Award Management (“SAM”) pursuant to 2 CFR Part 25, as part of the contract approval process.

3.7 Oral Presentation

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

3.8 Investigations

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

SECTION 4 - MWBE 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.

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 MBE or WBE Dollar Amount Unable to Meet

DEI/MWBE USE ONLY

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

By: _____

M/WBE Requirements

M/WBE-7

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:	
			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:				

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: _____

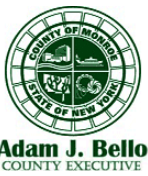
Completion Date: _____

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

ATTACHMENT 01

ENUMERATED USES OF ARPA FUNDS IDENTIFIED BY UNITED STATES DEPARTMENT OF THE TREASURY¹

1. Responding to the Public Health Emergency

- a. **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
- i. Vaccination programs, including vaccine incentives and vaccine sites
 - ii. Testing programs, equipment and sites
 - iii. Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - iv. Public communication efforts
 - v. Public health data systems
 - vi. COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - vii. Medical and PPE/protective supplies
 - viii. Support for isolation or quarantine
 - ix. Ventilation system installation and improvement
 - x. Technical assistance on mitigation of COVID-19 threats to public health and safety
 - xi. Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
 - xii. Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
 - xiii. Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
 - xiv. Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
 - xv. Temporary medical facilities and other measures to increase COVID-19 treatment capacity
 - xvi. Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
 - xvii. Public telemedicine capabilities for COVID-19 related treatment
- b. **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:

¹ Excerpted from U.S. Department of the Treasury, “Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule” (January 2022). A full copy of this guidance may be found at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

- i. Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - ii. Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - iii. Emergency medical response expenses
 - iv. Treatment of long-term symptoms or effects of COVID-19

- c. **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
 - i. Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - ii. Enhanced behavioral health services in schools
 - iii. Services for pregnant women or infants born with neonatal abstinence syndrome
 - iv. Support for equitable access to reduce disparities in access to high-quality treatment
 - v. Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
 - vi. Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
 - vii. Behavioral health facilities & equipment

- d. **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
 - i. Referrals to trauma recovery services for victims of crime
 - ii. Community violence intervention programs, including:
 - 1. Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
 - 2. In communities experiencing increased gun violence due to the pandemic:
 - 3. Law enforcement officers focused on advancing community policing
 - 4. Enforcement efforts to reduce gun violence, including prosecution
 - 5. Technology & equipment to support law enforcement response

2. Responding to Negative Economic Impacts

a. Assistance to Households

- i. Impacted Households and Communities. Treasury presumes the following households and communities are impacted by the pandemic:
 1. Low- or-moderate income households or communities²
 2. Households that experienced unemployment
 3. Households that experienced increased food or housing insecurity
 4. Households that qualify for the Children’s Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or MedicaidWhen providing affordable housing programs: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
 5. When providing services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a significant period of time
- ii. Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:
 1. Food assistance (e.g., child nutrition programs, including school meals) & food banks
 2. Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
 3. Health insurance coverage expansion
 4. Benefits for surviving family members of individuals who have died from COVID-19
 5. Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly- employed workers, subsidized employment,

² Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area’s median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website. Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers

6. Financial services for the unbanked and underbanked
 7. Burials, home repair & home weatherization
 8. Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
 9. Cash assistance
 10. Paid sick, medical, and family leave programs
 11. Assistance in accessing and applying for public benefits or services
 12. Childcare and early learning services, home visiting programs, services for child welfare- involved families and foster youth & childcare facilities
 13. Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
 14. Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
 15. Certain contributions to an Unemployment Insurance Trust Fund
- iii. Disproportionately Impacted Households and Communities. Treasury presumes the following households and communities are disproportionately impacted by the pandemic:
1. Low -income households and communities³
 2. Households residing in Qualified Census Tracts
 3. Households that qualify for certain federal benefits⁴⁵
 4. Households receiving services provided by Tribal governments

³ Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

⁴ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

5. Households residing in the U.S. territories or receiving services from these governments
- iv. Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:
1. Pay for community health workers to help households access health & social services
 2. Remediation of lead paint or other lead hazards
 3. Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
 4. Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
 5. Investments in neighborhoods to promote improved health outcomes
 6. Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing
 7. Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
 8. Schools and other educational equipment & facilities
 9. Responses available to respond to impacts of the pandemic on households and communities (including those listed under ___, above)

3. Assistance to Small Businesses

a. Impacted Small Businesses⁵

- i. Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:
 1. Decreased revenue or gross receipts
 2. Financial insecurity

⁵ Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “small business,” specifically: (1) have no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and (2) are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

3. Increased costs
 4. Capacity to weather financial hardship
 5. Challenges covering payroll, rent or mortgage, and other operating costs
 6. Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:
 7. Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
 8. Technical assistance, counseling, or other services to support business planning
- ii. Disproportionately Impacted Small Businesses. Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:
 1. Small businesses operating in Qualified Census Tracts
 2. Small businesses operated by Tribal governments or on Tribal lands
 3. Small businesses operating in the U.S. territories
 - iii. Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:
 1. Rehabilitation of commercial properties, storefront improvements & façade improvements
 2. Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
 3. Support for microbusinesses, including financial, childcare, and transportation costs

4. Assistance to Nonprofits

- a. **Impacted Nonprofits.** Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:
 - i. Decreased revenue (e.g., from donations and fees)
 - ii. Financial insecurity
 - iii. Increased costs (e.g., uncompensated increases in service need)
 - iv. Capacity to weather financial hardship
 - v. Challenges covering payroll, rent or mortgage, and other operating costs
- b. **Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:**
 - i. Loans or grants to mitigate financial hardship

- ii. Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic.

- c. **Disproportionately Impacted Nonprofits.** Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- i. Nonprofits operating in Qualified Census Tracts
- ii. Nonprofits operated by Tribal governments or on Tribal lands
- iii. Nonprofits operating in the U.S. territories

5. **Aid to Impacted Industries**⁶

- a. Treasury recognizes the enumerated projects below as eligible responses to impacted industries. Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
 - i. Technical assistance, counseling, or other services to support business planning
 - ii. COVID-19 mitigation and infection prevention measures (see section Public Health)

⁶ There are two main ways an industry can be designated as “impacted”: (1) If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted; and (2) If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if: (a) The industry experienced at least 8 percent employment loss from pre-pandemic levels, or (b) The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Community Goal



Implement a long term framework that supports and recognizes the critical linkages between community wellness, mental health, and public safety.

Pillars of Success

Prioritize behavioral and mental health

Focus on the overall wellbeing of Monroe County residents

Promote an equitable, connected and accessible community

Create programs and public spaces to foster safety and encourage positive change

Strategic Pathways

Educational Programs

Integrate physical and mental health

Operational collaboration and cross-sector support

Food Security

Housing

Health Initiatives

Social Services

Enhance awareness and access to short and long term public services

Focus on vulnerable communities with severe disparities

Diversity Training

Restorative Justice

Crime Prevention

Youth Programs

Community Goal



Economic Recovery/
Workforce Development

Create an equitable environment where our business community has access to a skilled workforce that have the necessary resources to live, work and grow in Monroe County.

Pillars of Success

Strong partnerships between job seekers, trainers and makers

Workforce Development Training Opportunities

Remove Barriers to Employment

Support workplace cultures that foster equity and long-term career growth

Strategic Pathways

Co-locate Workforce Development Providers and Resources

Consortium of community leaders shaping pathways to sustainable careers

Increase skilled trades and technical training

Training for underserved communities

Develop youth skills to support successful career development

Childcare

Transportation

Access to employment gap resources

Retention and placement of skilled workforce

Cultural diversity training and education



Community Goal

Create an environment to maintain our quality of life, preserve our natural resources and build innovative and equitable solutions for our future generations.

Pillars of Success

Equitable, streamlined and secure access to necessary resources

Create long-term collaborative and sustainable solutions to decarbonize our region

Update facilities and utilities to enhance community development

Strategic Pathways

- Broadband
- Affordable and clean energy
- Education and training

- Electrify buildings and vehicles
- Increase accessibility to alternative modes of transportation
- Optimize land use and increase access to green space

- Water and Sewer
- Parks
- Power Grids
- Resource Recovery

Attachment 03
ARPA Public Safety Funding Opportunities Application Form

NOTE: All proposals must be submitted using this format. Monroe County reserves the right to reject any proposal that does not follow this format. A Word version of this attachment, which may be filled out electronically and submitted as part of the proposal, is available at <https://www.monroecounty.gov/arpa-rfp>.

1) Contact Information

- a) Entity Name:
- b) Entity Mailing Address:
- c) Entity Main Phone Number:
- d) Entity Main Email:
- e) Project Contact Name:
- f) Project Contact Email:
- g) Type of entity (e.g., fire district, not-for-profit, etc.):

2) Required Documents - Please submit the following documents with your proposal:

- a) If you are a for profit or not-for-profit corporation, please provide your entity's filing from the New York State Division of Corporations. You can download this document here: <https://apps.dos.ny.gov/publicInquiry/>.
- b) Signed Monroe County Certification Regarding Debarment, Suspension and Responsibility Form.
- c) Signed Monroe County Equal Pay Certification Form.

3) Project Overview

- a) Proposed Project Name:
- b) Please provide an executive summary of your proposed project that describes the major activities proposed: *(please do not exceed 250 words)*

c) Which Bring Monroe Back Goal(s) will your project advance? Check all that apply:

- Workforce Development & Economic Recovery - Create an equitable environment where our business community has access to a skilled workforce that have the necessary resources to live, work and grow in Monroe County.
- Public Health & Public Safety - Implement a long-term framework that supports and recognizes the critical linkages between community wellness, mental health, and public safety.
- Infrastructure & Sustainability - Create an environment to maintain our quality of life, preserve our natural resources and build innovative and equitable solutions for our future generations.

d) Project description – Please describe your proposed project and goals.

i) How does your project positively address harms caused by COVID-19 public health emergency and support Monroe County’s recovery efforts? For example:

(1) Which category(ies) does your project fit within under the “Eligible Projects” and how? **OR**

(2) How does your project respond to a COVID-19 public health or economic impact?

ii) Will the proposed project advance any of the three Bring Monroe Back goals? If yes, how?

iii) Will your project continue to impact Monroe County residents beyond 2026? If yes, how?

4) **Maximizing Community Resources** - Describe how the proposed project will partner and/or leverage resources.

a) List all of the proposed partnerships and collaborations that will be used to enhance your project including with any other Eligible Entities, other municipal corporations, other agencies, and/or certified minority-owned, women-owned, or veteran owned businesses located in Monroe County.

5) **Audience** - Please describe the community this project will serve and how the proposed program will target and engage that population.

a) How many Monroe County residents do you anticipate this project will serve and/or impact?

b) Identify if the community your entity serves is historically underrepresented, a minority population, vulnerable, or generally underserved in Monroe County. Is yes, please describe.

c) Will the proposed project have any associated costs, fees, financial requests or other obligations to participate that will be asked of the targeted individual(s) or community (e.g., application fees, tuition, transportation, time commitment etc.)? If yes, please describe.

6) Cost

a) How much money are you requesting for year 1 (2023)?

b) How much money are you requesting for all four years (2023-2026)?

c) How many Monroe County residents will be affected by this program in year 1 (2023)?

d) How many Monroe County residents will be affected by this program for all four years (2023-2026)?

e) Number of Full Time Program Employees (if none, please enter 0)

f) Number of Part Time Program Employees (if none, please enter 0)

g) Number of Program volunteers (if none, please enter 0)

h) Please describe the staffing involved in conducting and supporting the project, including titles. The titles of the staff should match those listed in the personnel section of the project budget.

- 7) **Budget.** **The electronic Budget Proposal Template is located at the following:** <https://www.monroecounty.gov/arpa-rfp>. Be sure to itemize all personnel costs (salaries and fringe benefits of each person to be funded by this project) and non-personnel costs (supplies, vehicles, equipment [please indicate type--e.g., office equipment (chairs, desks, computers, etc.); Medical equipment (defibrillators, chest compression devices, heart monitors, etc.); Fire equipment (hoses, fire protection gear, etc.), etc.], rent, transportation, etc. to be funded by this project). List costs for year 1 (2023) and costs for years 1-4 (2023-2026), assuming the project is renewed.

SAMPLE

ITEMIZATION OF SUPPLIES

Itemize in this worksheet all materials that are expendable or consumed during the course of the project such as postage; training materials; copying paper; books, pens, etc.

Unit/Item Description	Unit Cost Year 1	# of items/units to be purchased year 1	# of items/units to be purchased year 2	# of items/units to be purchased year 3	# of items/units to be purchased year 4	Per Item Subtotal Year 1	Per Item Subtotal Year 1 - 4
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
TOTAL	\$0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00

ITEMIZATION OF EQUIPMENT/TECHNOLOGY

Itemize in this worksheet all non-expendable items that are to be purchased, leased, or rented. Non-expendable equipment is tangible property (e.g., technology) having a useful life of more than two years.

Unit/Item Description	Unit Cost Year 1	# of items/units to be purchased year 1	# of items/units to be purchased year 2	# of items/units to be purchased year 3	# of items/units to be purchased year 4	Per Item Subtotal Year 1	Per Item Subtotal Year 1 - 4
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
TOTAL	\$0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00

ARPA Funding Opportunities Application Scoring

Total Points Possible – 100

The scoring matrix is broken into five (5) sections each worth twenty points. 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
Is the agency an Eligible Entity (as defined in the RFP)?		
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 Monroe County residents will be affected 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+	10	
The project positively addresses harms caused by COVID-19 public health emergency and supports Monroe County’s recovery efforts.	10	
TOTAL POINTS	20	

<u>IS THE PROJECT COLLABORATIVE?</u>	Max Points available	Points Awarded
Does the proposed project include jointly undertaking or performing services with other Eligible Entities (e.g., joint procurement; sharing services, equipment, and/or other resources; etc.)?	10	
The proposal includes utilizing certified minority-owned, women-owned, or veteran owned businesses located in Monroe County.	10	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT EQUITABLE?</u>	Max Points available	Points Awarded
This project will benefit historically underrepresented and minority populations.	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 and maintain the proposed project.	10	
The budget narrative and costs are feasible.	10	
<i>TOTAL POINTS</i>	20	

<u>IS THE PROJECT TRANSFORMATIVE?</u>	Max Points available	Points Awarded
Does this project significantly impact one of the three (3) goals established by the Bring Monroe Back structure?	10	
The long-term effects of this project will continue to positively impact Monroe County residents beyond 2026.	10	
<i>TOTAL POINTS</i>	20	

TOTAL POINTS SCORED _____

ATTACHMENT B

**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.

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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: _____

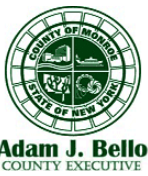
Completion Date: _____

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:

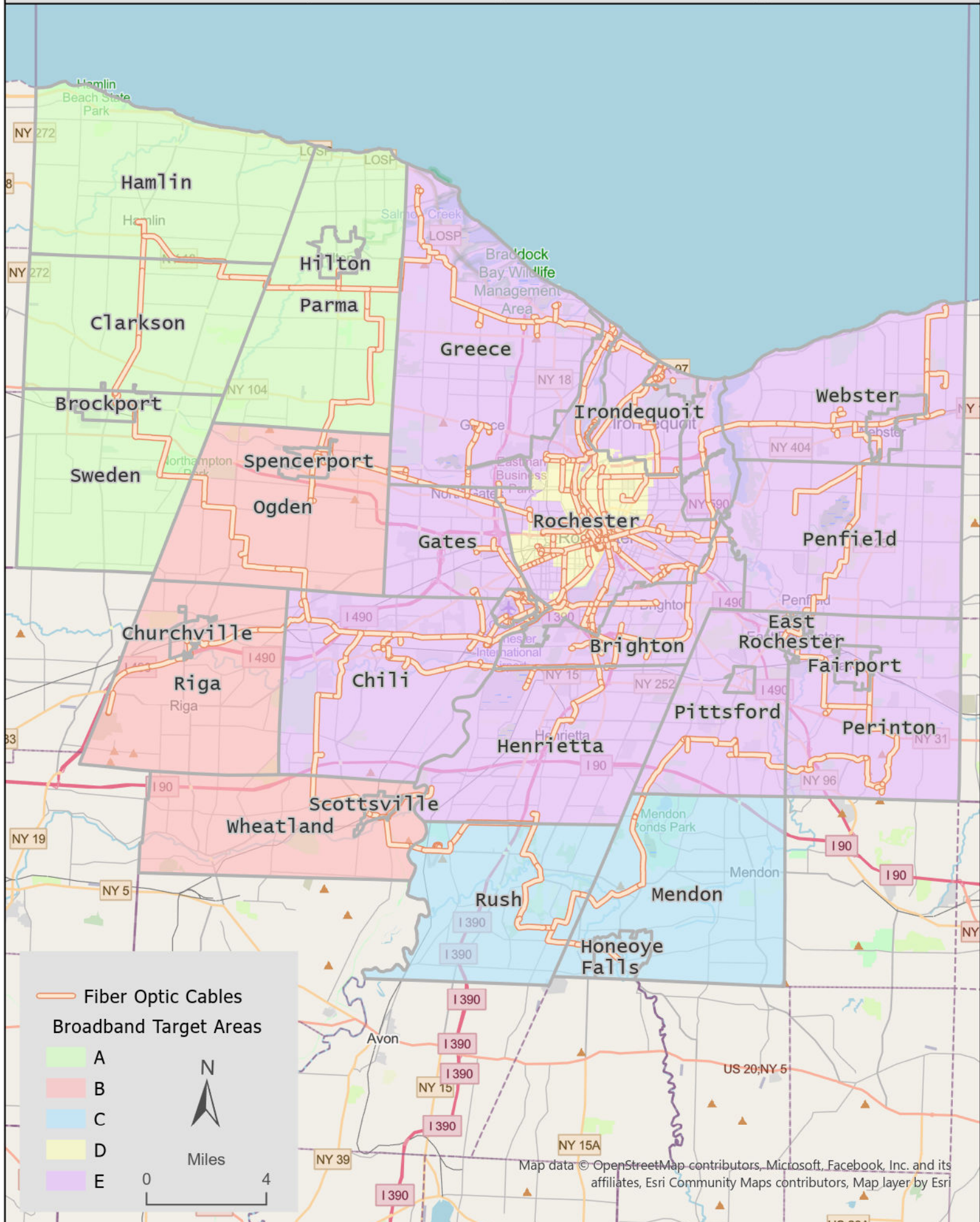
Waiver Granted:

- 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



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 _____



Purchasing & Central Services

Monroe County, New York

Adam J. Bello
County Executive

Colleen D. Anderson
Purchasing Manager

ADDENDUM NO: 1

RFP PROJECT: Broadband Infrastructure Funding Opportunities

DATE: June 23, 2023

PROPOSERS, PLEASE NOTE:

1. RFP Clarifying Questions and Answers

SIGN this Addendum below acknowledging receipt and understanding and INSERT in PROPOSAL packet.

Purchasing & Central Services

Colleen D. Anderson
Purchasing Manager

The undersigned Respondent acknowledges receipt and understanding of Addendum No. 1 to the RFP for Broadband Infrastructure Funding Opportunities.

_____, 2023
Date

Name of Company

Authorized Signature

Title

RFP CLARIFYING QUESTIONS AND ANSWERS

BROADBAND INFRASTRUCTURE FUNDING OPPORTUNITIES

Q1. Does the RFP require a mandate or preference for a 100/100Mbps product for \$30 for five years? #13 on page 9 of the RFP states, "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." Page 10 seems to contradict a mandate because it allows for Projects that do not offer 100/100 immediately: , "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 (i) 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

A1. The RFP requires compliance with the ARPA Requirements (Page 10). Proposals that do not comply with the ARPA Requirements will be deemed non-qualifying and will not be scored. Exceptions and omissions to any other requirements set forth in the RFP should be submitted pursuant to Section 3.5(8)(f). Any exceptions and/or omissions to any other requirements will be evaluated as part of the evaluation process and, as indicated on page 10, it is unlikely that a project that fails to meet at least 100/100 Mbps will be awarded funds.

Q2. Does the RFP prohibit installation fees? #9 on p. 9 states, "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." The scoring matrix on p. 46 suggests this is a preference providing a maximum of 10 points under the Is The Project Equitable Category, stating, "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."

A2. Yes, the RFP prohibits charging installation fees to residential properties that are connected using grant funds. The Proposed Costs and Funding Strategy required in Section 3.5(7) should be inclusive of all costs to connect Unserved Residential Property and Underserved Residential Property to broadband.

Q3. Pages 7-8 of the RFP requires the Respondent to identify all un/underserved properties. What are the accepted methods for doing so (use of FCC Broadband Map?, Use of NYS Broadband Map? Other?)?

A3. Monroe County will review proposals to determine whether identification methods Respondents propose using are acceptable, but such methods will likely include field studies, obtaining information from internet service providers, speed tests, and community engagement. Reliance on the FCC's Broadband Map and/or NYS's Broadband Map alone is not sufficient.

Q4. Page 8 requires Respondent to submit a challenge to FCC on status of un/underserved properties. Can you explain more why this step is necessary? If using the FCC Map or NYS Map to identify such locations, why is a FCC challenge required?

A4. See A3. Reliance on the FCC's Broadband Map and/or NYS's Broadband Map alone is not sufficient.

Q5. Page 9 indicates that the Respondent must provide matching funds, but a required percentage is not specified. Will the County be issuing further guidance on the matching requirement?

A5. Monroe County has not set a minimum for matching funds. However, more points will be awarded to proposals that include a higher percentage of matching funds.

Q6. Page 9 indicates that a \$30/month product is required. There are operational costs associated with creating, administering, and operationalizing a new product. Does Respondent participation in the ACP program satisfy this requirement?

A6. No. Monroe County expects internet service providers receiving grant funds to offer a product that provides at least 100/100Mbps at \$30 in addition to participation in the ACP program.

Q7. Page 9 indicates that additional fees are prohibited. Does the prohibition apply to ACP eligible customers only? Does this apply to installation fees?

A7. The RFP prohibits charging installation fees to residential properties that are connected using grant funds, regardless of eligibility for ACP.

Q8. Page 23-24 establishes insurance requirements. If current company insurances do not align with these requirements, can they be satisfied through use of an umbrella policy?

A8. Yes, per Section 2 of Appendix A, Standard Clauses for County Contracts, coverage may be fulfilled via a combination of primary and excess or umbrella liability policies.

Q9. On Page 26, the County Standard Clauses prohibit assignment without prior written consent of the County. Does this apply even if assigned to a subsidiary or other affiliate of the Respondent?

A9. Yes, Monroe County will require written consent for assignments to subsidiaries or other affiliates.

Q10. On Page 31, the County Standard Clauses indicate that title of completed work is transferred to the County. However, the RFP appears to require Respondent to maintain the facilities. If the County has legal title, how is on-going maintenance and repair to be accomplished? Does a security interest (as opposed to transfer of title) satisfy this requirement?

A10. Section 17(a) will be stricken from the grant agreement if Respondent owns and maintains the facilities.

Q11. How are grant funds disbursed – entire amount upfront, quarterly, upon submission of reimbursement request, other?

A11. Submission of reimbursement requests.



Purchasing & Central Services

Monroe County, New York

Adam J. Bello
County Executive

Colleen D. Anderson
Purchasing Manager

ADDENDUM NO: 2

RFP PROJECT: Broadband Infrastructure Funding Opportunities

DATE: July 13, 2023

PROPOSERS, PLEASE NOTE:

1. RFP Clarifying Questions and Answers

SIGN this Addendum below acknowledging receipt and understanding and INSERT in PROPOSAL packet.

Purchasing & Central Services

Colleen D. Anderson
Purchasing Manager

The undersigned Respondent acknowledges receipt and understanding of Addendum No. 2 to the RFP for Broadband Infrastructure Funding Opportunities.

_____, 2023
Date

Name of Company

Authorized Signature

Title

RFP CLARIFYING QUESTIONS AND ANSWERS

BROADBAND INFRASTRUCTURE FUNDING OPPORTUNITIES

Q1. If we are submitting an MWBE plan that does not meet the standard in the RFP but still is a MWBE plan, should we also complete the waiver in Appendix D, particularly since federal Department of Treasury rules already provide for a waiver from the MWBE requirements for associated funds for broadband buildout?

A1. Yes, Respondents seeking a waiver from Monroe County's MWBE Participation Goal should use the Application for Waiver of M/WBE Participation Goal in Appendix D.

Q2. Is the price per resident equitable criterion in the scoring grid a reference to the \$30 internet for 5 years request in the RFP? Is the \$30 internet offering weighted 10 points in the scoring of the overall RFP response?

A2. No, the price per resident equitable criterion in the scoring grid refers to the total amount requested from Monroe County per Unserved Residential Properties; Underserved Residential Properties; Unserved Commercial Properties; and Underserved Commercial Properties you anticipate your project will serve (i.e., the cost estimates under Section 3.5(7)(a)(i)). As an example, a proposal that requested \$100 from Monroe County to serve 10 unserved residents would receive a higher score in this category than a proposal that requested \$100 from Monroe County to serve one unserved resident.

Q3. What types of enterprise or commercial offerings is the County seeking beyond public WiFi and connection to unserved businesses?

A3. Monroe County does not anticipate needing enterprise or commercial offerings for its own use. However, Monroe County expects to negotiate potential enterprise and/or commercial offerings with successful Respondents on behalf of municipalities within Monroe County, depending on the Target Area(s) served and each municipality's needs.

Q4. On page 12 under Section 3.1 the RFP states: "Pricing must remain valid for 145 days past the receipt of the RFP". Can you please confirm if this is regarding the budget for construction, or for our residential pricing?

A4. Construction.

Q5. On page 13 under Section 3.5, the RFP states requests the respondent to "List and provide copies of franchise agreements, if any, with municipalities in the Target Area". As this would result in several hundred additional pages included in our submission, would a flash drive provided with each of the franchise documents be acceptable to the County?

A5. Yes, a flash drive containing the franchise agreements is acceptable. Please ensure that the file name for each document includes the name of the municipality with which the agreement is held (e.g., “Agreement with Riga.pdf” or “Perinton Agreement.pdf”).

Q6. After a Proposal is submitted (but before award), is Respondent prohibited from informing local/state government officials of the submission of a Proposal? Is a Respondent prohibited from informing such officials of the Target Area in the Proposal?

A6. Respondents are welcome and encouraged to seek other sources of funding, and any such disclosures as part of a grant application or other funding applications is permitted. In those instances, please inform Monroe County to whom grant applications or other funding applications are submitted. **However, any disclosures to local/state government officials in order to influence the awarding of grant contracts and/or Monroe County’s procurement is not permitted.**

Q7. The County Standard Clauses (Section 18) require payment of prevailing wage for a “public work contract”. Is a contract under this RFP considered a “public work contract” requiring the payment of prevailing wage?

A7. Monroe County cannot make a determination on whether a proposal is subject to prevailing wage. Please consult with the New York State Department of Labor.

Q8. On the County Broadband Map, can you provide further clarification of the Legend for the “Broadband Map Service” Layer? The colors used for the dots/circles that populate the map appear to be the same (or very similar) for different characteristics – i.e. upload/download speed, cost, bandwidth. And, some dots are comprised of just one circle, while other dots are composed of two or three concentric circles. Can you provide further explanation on the interpretation of the dots/concentric circles? Do the dots/circles represent served locations or unserved locations?

A8. All of the layers under “Broadband Map Service” default to being visible when the “Broadband Map Service” group layer is checked. In order to read the map without all of the layers, we suggest using the individual layers within this group one at a time.

Q9. How many fiber strands will be made available from the County-owned fiber?

A9. The number of fiber strands that may be made available is dependent on the location of the Respondent’s request. The Respondent should identify in its proposal the anticipated number(s) of fiber strands to which it would request access at any particular location. The Respondent should also identify if the lack of access to County-owned fiber affects its ability to provide broadband services as outlined in this RFP.

Q10. Will the county charge any fees for providing access to the dark fiber?

A10. As noted under Section 2.2., 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), including but not limited to dark fiber.

Q11. Will the county charge any easement fees for access to public infrastructure (e.g. Conduit, building rooftops, etc.)?

A11. See A10.

Q12. Is the ARPA funding rubric the sole rubric for RFP evaluation and scoring, or is it just provided as a sample?

A12. The ARPA funding rubric provided in the RFP will be used for RFP evaluation and scoring.

Q13. Has the County finalized the distribution of the \$20M ARPA funds based on the Magellan report, or can the proposal include different allocations?

A13. Monroe County has allocated \$20 million of its ARPA funds to eligible broadband projects. Proposals that seek more than \$20 million from Monroe County will not receive full funding. However, Monroe County seeks to partner with Respondents and other potential funders, including but not limited to not-for-profit organizations, New York State, and/or federal governmental agencies, to meet the goals of this RFP. Monroe County will prioritize proposals that include matching funds and additional funding resources in addition to the total amount requested from Monroe County.

Q14. Can a portion of county's ARPA fund be utilized for operations and maintenance (O&M) for the first five years in order to provide 100/100Mbps service at the \$30 monthly goal?

A14. Monroe County is open to any proposal that meets the criteria set forth in the RFP. However, please note that Monroe County cannot provide grant funds past December 31, 2026.

Q15. When will the Hunt report be published? Will that provide a more accurate number of unserved and underserved locations?

A15. No, the County's engagement with Hunt pertains to municipal connectivity, not unserved or underserved residential or commercial locations.

Q16. How will the county assist with the pole attachment permits, especially the joint-owned poles (utility and commercial carriers)?

A16. Monroe County anticipates serving as a convener between successful Respondents and pole owners.

Q17. Does the City of Rochester, Monroe County and the municipalities have underground conduit to every address, where applicable?

A17. No, many locations are served by pole-mounted infrastructure.

ATTACHMENT C - DATA SUMMARY

Name of Report	Components required	Frequency	Submission Location
Quarterly Report	Data, Action Items	Every 3 months	ARPA Portal
Interim Report	Data, Action Items, Interim Narrative	Annually	ARPA Portal
Annual Report	Data, Action Items, Annual Narrative	Annually	ARPA Portal
MWBE	Status of MWBE Spending	Monthly	ContractHQ
Vouchers	Voucher Budget	Depends on Risk Assignment	ARPA Portal

Risk Assignment	Financial Voucher Minimum Submission Requirements*
HIGH	Monthly
MEDIUM	Every other Month
LOW	Quarterly

*Regardless of risk assignment, all grantees may voucher as often as monthly.

Components	Requirements
Data	Demographics, services, and outcomes of people served. See ARPA Data Guidebook, Quarterly Data Report Form, Agency Data Report Form.
Action Items	Indicate whether Action Items outlined in Scope of Work are completed. See Action Items sample on next page.
Interim Narrative (1 Page)	<ol style="list-style-type: none"> 1. Please describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period – previous 6 months. 2. Do you have any questions, concerns or recommendations you would like to share?
Annual Narrative (3 Pages)	<ol style="list-style-type: none"> 1. Please outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period – previous year. 2. 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. 3. Please 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. 4. Did your program create any jobs? If so, describe. 5. Please 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. 6. Do you have any questions, concerns or recommendations you would like to share?
Voucher Budget	See agency spreadsheet from approved contractual budget.

ACTION ITEMS

For each quarter, indicate whether or not you have completed the action items you initially outlined in your Scope of Work. This will help us to monitor your progress and ensure compliance with the Federal ARPA regulations. See examples below.

Time Period	Action	Deliverable	Performance Measurement	Has Performance Measurement Been Met This quarter?	Unique Individuals Served	Supporting Documents	Comments
	<i>(e.g., hire 2 new staff members for the project)</i> *this will pull from your initial survey	<i>(e.g., deliver staffing plan to County)</i> *this will pull from your initial survey	<i>(e.g., Subawardee is fully staffed to manage project)</i> *this will pull from your initial survey	<i>(Check Yes or No)</i>	<i>(input number of unique individuals you have served for this part of the program in this quarter)</i>	<i>(Upload training documents, agendas, marketing flyers etc. to demonstrate how your deliverables have been met. You do not need to include receipts as these will have been included during the vouchering process.)</i>	<i>(Provide commentary on your progress this quarter. If you did not quite meet your performance measurement, explain what factors contributed to that discrepancy. If you exceeded expectations, you can provide some further details about your success.)</i>
2023 2 nd Quarter	Equip new office space	Purchased office supplies, enrolled with utilities, acquired internet and bought office furniture; provided invoices to County for reimbursement	Office space will be ready to serve Monroe County residents by 7/1	✓ Yes	N/A	* Copy of lease * Copy of invitation to stakeholders inviting them to grand opening of new space	We obtained a new office space which was ready to serve Monroe County residents on 6/15/23. We provided monthly vouchers to the County for all corresponding expenses. Since it opened, we have served 25 individuals in the space.
2023 3 rd Quarter	Increase access to healthcare by providing <u>population served</u> (specify for your program-veterans/seniors/families/youth etc.) access to at least 3 preventative	Provide transportation, referrals, counseling, training and other support to <u>population served</u> .	150 <u>population served</u> will access healthcare screens and/or mental health services.	✓ No	100	* Copy of updated brochure * Outreach event schedule * List of training events and corresponding materials	Though we increased our outreach to <u>population served</u> by 50% this quarter, we found it difficult to get individuals to attend healthcare screens or actively pursue mental health services. We did increase our referral rate significantly and have joined forces with 3 additional community

	ve healthcare screens and/or mental health services.						partners. We hope that this number will increase in the next quarter to match our ARPA goals.
2023 4 th Quarter	Hire Program Staff	Hire Executive Director, Program Coordinator, Administrative Assistant; deliver staffing plan to County	Project is fully staffed	✓ Yes	N/A	*Staffing Plan *Resume of new hires	Our program is now fully staffed per the ARPA Scope of Work.

2023

April	Vouchers (High)
17	MWBE (ALL)
May	Vouchers (High/Medium)
15	MWBE (ALL)
June	Vouchers (High)
15	MWBE (ALL)
July	Interim Report (ALL)
17	Vouchers (High/Medium/Low)
	MWBE (ALL)
August	Vouchers (High)
15	MWBE (ALL)
September	Vouchers (High/Medium)
15	MWBE (ALL)
October	Quarterly Report (ALL)
17	Vouchers (High/Low)
	MWBE (ALL)
November	Vouchers (High/Medium)
15	MWBE (ALL)
December	Vouchers (High)
15	MWBE (ALL)

2024

January
16
Annual Report (ALL)
Vouchers (High/Medium/Low)
MWBE (ALL)

February
15
Vouchers (High)
MWBE (ALL)

March
15
Vouchers (High/Medium)
MWBE (ALL)

April
15
Quarterly Report (ALL)
Vouchers (High/Low)
MWBE (ALL)

May
15
Vouchers (High/Medium)
MWBE (ALL)

June
17
Vouchers (High/Low)
MWBE (ALL)

July
15
Interim Report (ALL)
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August
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MWBE (ALL)

September
16
Vouchers (High/Medium)
MWBE (ALL)

October
15
Quarterly Report (ALL)
Vouchers (High/Low)
MWBE (ALL)

November
15
Vouchers (High/Medium)
MWBE (ALL)

December
16
Vouchers (High)
MWBE (ALL)

2025

January
16
Annual Report (ALL)
Vouchers (High/Medium/Low)
MWBE (ALL)

February
17
Vouchers (High)
MWBE (ALL)

March
17
Vouchers (High/Medium)
MWBE (ALL)

April
15
Quarterly Report (ALL)
Vouchers (High/Low)
MWBE (ALL)

May
15
Vouchers (High/Medium)
MWBE (ALL)

June
16
Vouchers (High/Low)
MWBE (ALL)

July
15
Interim Report (ALL)
Vouchers (High/Medium/Low)
MWBE (ALL)

August
15
Vouchers (High)
MWBE (ALL)

September
15
Vouchers (High/Medium)
MWBE (ALL)

October
15
Quarterly Report (ALL)
Vouchers (High/Low)
MWBE (ALL)

November
17
Vouchers (High/Medium)
MWBE (ALL)

December
15
Vouchers (High)
MWBE (ALL)

2026

January
15
Annual Report (ALL)
Vouchers (High/Medium/Low)
MWBE (ALL)

February
17
Vouchers (High)
MWBE (ALL)

March
16
Vouchers (High/Medium)
MWBE (ALL)

April
15
Quarterly Report (ALL)
Vouchers (High)
MWBE (ALL)

May
15
Vouchers (High/Medium)
MWBE (ALL)

June
15
Vouchers (High/Low)
MWBE (ALL)

July
15
Interim Report (ALL)
Vouchers (High/Medium/Low)
MWBE (ALL)

August
17
Vouchers (High)
MWBE (ALL)

September
15
Vouchers (High/Medium)
MWBE (ALL)

October
15
Quarterly Report (ALL)
Vouchers (High/Low)
MWBE (ALL)

November
16
Vouchers (High/Medium)
MWBE (ALL)

December
15
Vouchers (High)
MWBE (ALL)

January 15
2027
FINAL REPORT (ALL)
FINAL VOUCHER (ALL)
FINAL MWBE (ALL)

ATTACHMENT D - ARPA DATA GUIDEBOOK

Your reports will be due on the following dates:

July 17, 2023: Interim Report
October 17, 2023: Quarterly Report
January 16, 2024: Annual Report
April 15, 2024: Quarterly Report
July 15, 2024: Interim Report
October 15, 2024: Quarterly Report
January 16, 2025: Annual Report
April 15, 2025: Quarterly Report
July 15, 2025: Interim Report
October 15, 2025: Quarterly Report
January 15, 2026: Annual Report
April 15, 2026: Quarterly Report
July 15, 2026: Interim Report
October 15, 2026: Quarterly Report
January 15, 2027: Annual/ Final Report due

Below is the data you will be required to collect. You will be able to upload this as an excel spreadsheet in the ARPA Portal.

To login in to the portal, please use this link and your login in credentials:

<https://www2.monroecounty.gov/mcapp/arpa/login>

As a reminder, you will only have one set of login credentials for the ARPA Portal that you will be required to share within your organization. If you lose access to these credentials, please email Faye Pelow at FayePelow@monroecounty.gov for assistance.

REPORT STRUCTURE

There are three different components of the required quarterly data reports: Demographics, Outputs and Outcomes.

Demographics: In the demographics section we are looking to identify who the person is that you are serving. If you do not collect this information, it is as if we have not served this population. The County will need to see that you have made a good faith effort to collect this information.

Outputs: This is what you will produce, deliver and/or provide to the individuals that you will serve. This is one of the primary sources of reporting that the County will use to determine the success of your program. Outputs are divided into two categories- in house programs and trainings and referrals to programs and services that the individual receives elsewhere.

Outcomes- What are the tangible and measurable results of services provided. This shows how the individual you have served has improved their personal situation.

DEMOGRAPHICS

Unique ID	A number or identifier that an agency uses to identify each unique individual served. This ID must remain consistent throughout the grant timeframe. Input your own unique ID
First Date Served	The first time your agency makes a connection with the individual served. Once this field is provided, it should not change for the duration of the grant timeframe. Input first date served
Most Recent Date Served	Any time you have provided services to this individual within the most recent quarter, you should update this field. If there have been no changes since your last interaction, you can leave this field as is. Input most recent date served
Services Ongoing/ Complete	Identify if you are continuing to provide services to this individual (Open) or if services are complete (Complete). If you previously provided services and closed their case, but they later returned for additional services you may classify them as Reopened. Choose 1 option in the drop down: Open, Closed, Reopened
Entry Point for Services	Identify the entry point where the individual initially accessed your services. Choose 1 option in the drop down: Mobile Unit; Onsite Location; Outreach Event; Partner Site
Age	The age of the individual served. Choose 1 option in the drop down: Under 18; 18-24;25-34;35-44;45-54;55-64;65+
Race/Ethnicity	The race/ethnicity of the individual served. Choose 1 option in the drop down: Caucasian/White; African-American/Black; Latino or Hispanic; Asian; Native American; Native Hawaiian or Pacific Islander; Two or more; Other/Unknown; Prefer not to say
Gender Identity	The gender identity of the individual served. This is how the individual identifies, not necessarily how they appear to the world. The question will need to be asked to ensure accuracy and equity. Choose 1 option in the drop down: Male; Female; Gender Queer or Non-Binary; A gender not specified; Prefer not to say
Disability	Whether or not the individual served has a disability. This is how the individual identifies, not necessarily how they appear to the world. The question will need to be asked to ensure accuracy and equity. Choose 1 option in the drop down: Yes; No; Prefer not to say
Veteran	Whether or not the individual is a veteran. Choose 1 option from the drop down: Yes; No; Prefer not to say
LGBTQIA+	Whether or not the individual identifies as LGBTQ+. Choose 1 option in the drop down: Yes; No; Prefer not to say
Individual Yearly Income	The individual yearly income of the individual served. Input dollar amount of total gross income for the individual served
Household Yearly Income	The household yearly income of the individual served. Input dollar amount of total gross income for all people living in the home with the individual served
# of Household Members	The number of people living in the household with the individual served. Input number of Household members
Preferred Language	The preferred language of the individual served. Input language.
Zip Code	The zip code of the individual served. Input zip code

OUTPUTS

A **training** is a short-term syllabus with a definitive end date. Trainings are well-defined with specific objectives and end goals such as a certification in a field of study. Trainings, while certainly catering to the individuals that take part in them, should be designed for a larger group and should have the potential to be recurrent.

Placed in Training	There are 9 options- Choose 1 or up to all options for each individual that you serve in the drop down (you may choose any and all options that apply to that individual): Academic Advancement; Citizen Prep; Culture; Employment; Financial; Health; Language; Personal Development; Technology
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A **program** is generally a long-term, continuous development of knowledge, skills and competencies. With a focus on individualized personal growth, programs are more flexible in terms of time, curriculum and support.

Placed In Program	There are 8 options- Choose 1 or up to all options for each individual that you serve in the drop down (you may choose any and all options that apply to that individual): Food; Health and Wellness; Individual Coaching/ Mentoring/ Counseling; Loan/Grant; Peer Support; Public Safety; Transportation; Workforce Development
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Once you have indicated an individual has been placed in a training or program, this data point should not change. Whether the person has completed the program may change over time.

Community Resources Offered (including advocacy for accessing a community resource) are connections that your agency or staff makes for an individual to an outside organization or agency to provide services. These should not be services that your agency is directly providing- they are referrals.

Community Resources Offered- Child Care	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Food	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Financial	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Housing	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Language	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Employment	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Legal	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Mental/ Behavioral Health	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Physical Health	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Social	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Technology	Choose 1 option in the drop down: Yes; No
Community Resources Offered- Other	Choose 1 option in the drop down: Yes; No

OUTCOMES

Outcomes are the results of the programs and resources that you have provided to the individuals that you have served. Throughout the course of the ARPA funding, one individual may have several different outcomes as a result of the services you have provided. This is where we get to see the full scope and scale of your program, how many ways it can touch one individual and the overall impact on the community.

We have separated these outcomes into several different categories based on the types of programs and services you will be providing. Please select any and all that apply to the individual you have served:

Employment

Obtained Job	Choose 1 option in the drop down: Yes; No
List New Employer	Input name of New Employer
Industry of New Employer	Choose 1 option in the drop down: Agriculture; Arts; Business/Finance; Construction; Education; Government; Health; Legal; Life Sciences; Manufacturing; Media; Not-for-Profit; Optics/Photonics/Imaging; Service; Skilled Trades; Software/IT; Utilities; Other
Level of Employment	Choose 1 option in the drop down: Full Time; Part Time
List New Individual Annual Income/ Salary	Input total amount of the new salary of the Individual served in dollars

Housing

Obtained Housing	Choose 1 option in the drop down: Yes; No
Type of Housing Obtained	Choose 1 option in the drop down: Apartment; Permanent Supportive Housing; Single Family Home; Transitional Housing
Zip Code of New Housing	Input zip code of new housing
Is this Temporary Housing?	Choose 1 option in the drop down: Yes; No
If this is Temporary Housing, indicate length of available stay.	Choose 1 option in the drop down: Less than 1 Month; 1-6 Months; 6-12 Months; 1-2 Years; 2+ Years

Transportation

Obtained Improved Transportation	Choose 1 option in the drop down: Bus Passes; Car Access; Car Leased/Purchased; Employment Transport; Medical Transport; Obtain Driver's License; Other Special Needs Transport
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Food

Type of Food Support	Identify if you assisted the individual with short-term food assistance (such as providing a meal, groceries, snacks or services from a meal delivery truck) or long-term benefits (such as SNAP and WIC). Choose 1 option in the drop down: Short-term; Long-term
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Education

Enrolled in Educational Coursework	Choose 1 option in the drop down: HSE, High School Diploma; Educational Certificate; ESOL Certification; Skilled Trades Certification; Associates Degree; Bachelor's Degree
Obtained Educational Milestone	Choose 1 option in the drop down: HSE, High School Diploma; Educational Certificate; ESOL Certification; Skilled Trades Certification; Completed Some Coursework; Associates Degree; Bachelor's Degree
Area of Expertise	Input concentration, field of study or type of certification/ degree

Health Care

A **Pathway to Core Medical Care** refers to assistance given to an individual in accessing vital medical needs or services such as a primary care physician, dental care, vision care or pediatric care.

A **Pathway to Specialized Medical Care** refers to additional treatment for a specialized condition that requires follow-up care from industry-focused health care professionals such as oncologists, neurologists, cardiologists or surgeons.

Substance Use Support include the medical, psychotherapeutic and rehabilitative treatment for dependency on psychoactive substances such as alcohol, prescription drugs and street drugs.

Obtained Physical Health Services	Choose 1 option in the drop down: Created Pathway to Core Medical Care; Created Pathway to Specialized Medical Care; Insurance Coverage Obtained/Expanded; Substance Use Support
Obtained Behavioral/ Mental Health Services	Choose 1 option in the drop down: Attends ongoing group support; Obtained short-term or emergency mental/behavioral health intervention; Established ongoing relationship with mental/behavioral health professional

Finances

Increased Yearly Income is NOT a new income amount- this is the projected increase of the yearly income total as a result of the services this individual has been provided, the education they have received, the job they have obtained etc. For example, if last year they earned \$25,000 and this year they got a new job through your agency and are now earning \$35,000 they have increased their yearly income by \$10,000.

Decreased Yearly Expenses refers to a consistent savings that an individual has received or accessed due to a program or referral you have provided. For example, if you assist an individual in acquiring SNAP benefits at \$150 per month, then they have decreased their yearly expenses by \$1,800 per year.

Improved Household Finances - Increased Yearly Income	Input the total amount of the yearly increase of household finances in dollars
Improved Household Finances - Decreased Yearly Expenses	Input the total amount of the yearly decrease of household expenses in dollars
Source of Income increase or Expense Decrease	Input the source of the income increase or decrease
Obtained Loan/Grant/ Stipend	Choose 1 option in the drop down: Business Capital; Home Improvement; MWBE Business Capital; Vehicle; Other
Loan/Grant/ Stipend Amount	Input the total amount of the loan or grant in dollars

Community Engagement

Enhanced Engagement or Leadership with Community	Choose 1 option in the drop down: Volunteers/supports agency program; Volunteers/supports unaffiliated community program or organization; Other
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ATTACHMENT E

DESK REVIEW QUESTIONS

COMPANY POLICIES, INSURANCE DOCUMENTS AND COMPLIANCE

1. Have any of your company policies or procurement procedures changed since the contract start date?

Policies and procedures reference:

- a. Procurement procedures on company letterhead that show compliance with the federal standards in in 2 CFR § 200.318 to § 200.327 for the acquisition of property, equipment, supplies, or services required under this Agreement (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>). Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards).
- b. Property Management Policy governing the insurance, management and disposition of property and equipment purchased though this Agreement.
- c. All records retention policies your agency has adopted
- d. Code of Ethics
- e. Personnel policy that addresses
 - a. Pay rates and benefits
 - b. Time and attendance
 - c. Leave
 - d. Nondiscrimination
 - e. Nepotism
 - f. Conflict of interest

2. Are your insurance documents currently up to date in ContractHQ?

These documents include:

- a. Standard Worker's Compensation and Disability Insurance, if required by law.
- b. 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.
- c. 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.

Automobile General Liability and Umbrella endorsements are also required.

3. Is your reporting currently up to date in the ARPA Portal and ContractHQ?

- a. Data Reporting
- b. Action Items
- c. Interim/ Annual Report
- d. Subcontracts in ARPA portal
- e. M/WBE Reporting

Do you have any questions about the reporting process or what is required?

GENERAL ADMINISTRATION QUESTIONS

4. Has the senior leadership structure of your organization changed since the contract start date? If so, how?
 - a. What has been the overall staff turnover since the contract start date?
 - b. Have you been able to hire all of the positions necessary to carry out the ARPA project? Have you had any difficulties filling these positions?
 - c. Please tell us about the responsibilities of the personnel who are currently included in the ARPA budget.
 - d. Who is currently in charge of:
 - i. Payroll
 - ii. Insurance
 - iii. Reporting/Vouchering
 - iv. Purchasing
5. What percentage of your entity's overall budget does the ARPA award comprise?
6. Does your entity have sufficient cash flow to carry out performance and delivery of the contract terms?
 - a. Are you comfortable with the vouchering process through the ARPA portal?
7. Does your agency have a financial management system in place that provides records that can identify the sources and application of funds for subaward funded activities?
 - a. If yes, does this system have the ability to break out project fund revenue and expenses, assets and property? Does the system have user access roles and note who performed a specific transaction?
 - b. If no, please explain.
 - c. Have you implemented any additional systems or CRMs since your contract start date to assist with the administration of the ARPA grant?
 - d. Who is responsible for administering this system? Do you have an internal team or have you recruited an outside organization?
 - e. How has your experience been with incorporating the data requirements for the ARPA project into your system?
8. Please walk us through your current enrollment process and the steps that you and each individual takes to obtain services within your organization.

FEDERAL GRANT REQUIREMENTS

9. Is your SAM registration up to date in sam.gov? Have you experienced any issues with your registration or with SAM since your contract start date?
10. Aside from this ARPA funding, has your organization taken on any additional Federal grants since your contract start date? If so, how many and for what funding amounts?
11. Have you- to date- received any monitoring interventions for any federal contracts?

12. Does your agency conform to Generally Accepted Accounting Procedures (GAAP) and have a designated federally cognizant audit agency (public accounting firm)?

a. If yes, please provide the name of the audit agency.

13. Has your agency completed a Single Audit since your contract start date?

b. If yes, please provide the name of the audit agency.

c. If no, have you identified an audit agency to complete the single audit for the ARPA grant?

14. Does your agency have a negotiated indirect rate with the Federal government?

d. If yes, what is the rate? What Federal Agency approved/ negotiated the rate?

GRANTEE SPECIFIC QUESTIONS

-various questions tailored to grantees based on their projects, goals, contracts, compliance meeting feedback etc.

EVALUATION

VOUCHERS

Expectation: The vouchers have been submitted on time per the grantees' assigned Risk Assessment. The vouchers require minimal follow up- they are accurate and include all required documentation. If follow up is required, the organization answers promptly and works diligently to provide any missing materials or required information.

Meets expectations

Approaching expectations

Does not meet expectations

DOCUMENTS AND PAPERWORK

Expectation: The insurance documents for the grantee are up to date in ContractHQ. All contracts over \$50,000 been submitted to Monroe County for review in the ARPA portal. If follow up is required, the organization answers promptly and works diligently to provide any missing materials or required information

Meets expectations

Approaching expectations

Does not meet expectations

ACTION ITEMS

Expectation: Grantee is working toward performing action items on time and diligently. If an action item is behind schedule outlined in their contract, grantee is communicative with Monroe County staff and actively working on alternative solutions to ensure that contract conditions are met within the ARPA timeframe.

Meets expectations

Approaching expectations

Does not meet expectations

COMPLIANCE MEETINGS

Expectation: The grantee has attended all compliance meetings. Grantee is prepared for compliance meetings with information regarding quarterly action items. If a grantee is unable to attend a scheduled compliance meeting, the grantee works diligently with Monroe County staff to coordinate an alternative meeting date.

Meets expectations

Approaching expectations

Does not meet expectations