

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

Field Training Officer Software

Release Date: August 18, 2017

Response Deadline: September 15, 2017



Monroe County
Office of the Sheriff
30 South Plymouth Avenue
Rochester, NY 14614
monroecounty.gov

NO RESPONSE FORM

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

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

RFP

Field Training Officer Software

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 Field Training Officer Software for the Monroe County Sheriff’s Office (MCSO). 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”).

The scope of services may include but is not limited to, procurement, hardware, software installation, software implementation, data conversion, user training, and maintenance and support.

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

Pending final approval from the Monroe County Legislature, the County’s objective is to enter into a one-year agreement with the option to renew for ten (10) additional one-year terms.

1.2 RFP Coordinator; Issuing Office

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

Leslie Buck
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Fax: (585) 753- 1104
Email: lbuck@monroecounty.gov

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

1.3 Presentation and Clarification of the County's Intentions

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

1.4 Time Line

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

- This RFP will be distributed on August 18, 2017.
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM ET on August 25, 2017.
- All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County web site. These will be sent out to all Respondents who received the original RFP on or before September 1, 2017.
- **Final RFP submissions must be received by 3:00 PM ET on September 15, 2017** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

SECTION 2 – SCOPE OF WORK

2.1 Background

MCSO currently uses nine (9) different paper forms for Daily Observation Reports (DOR) by Field Training Officers (FTO) to evaluate recruits. These forms are completed by hand daily, creating a large volume of paperwork to be maintained. Each recruit may need up to 50-60 forms or 80-90, depending on the bureau in which they are assigned. These forms are then manually entered into an Excel spreadsheet to maintain the evaluations in order to identify recruits' strengths and weaknesses.

The intention of the County is to procure a software system that will keep track of all phases of a recruit. Signatures would be electronic, and one push of a button generates the spreadsheet without manually entering the data. All reports and forms would be incorporated into the system for easy entry. The County would prefer the software to be a web-based product so the FTO can sit in a patrol vehicle and update the system in real time.

MCSO is interested in purchasing a Commercial Off the Shelf (COTS) FTO software application to include, but not be limited to, procurement, hardware (if applicable) and software installation, software implementation, user training and maintenance and support. MCSO plans to have this software installed and have the system operational within six (6) to nine (9) months after purchase. MCSO utilizes standard project management methodology for all implementations, which will be adhered to during the life of the project.

MCSO currently uses the following technology:

- Windows 7 32-bit
- Internet Explorer 11
- Mozilla Firefox 53.0.2
- Microsoft Office 2010
- IBM Notes/Inotes for email
- Windows servers for file and print sharing

In the near future, MCSO will be upgrading to:

- Windows 10 64-bit
- Internet Explorer (latest version)
- Mozilla Firefox (latest version)
- Microsoft Office 2016

The MCSO Training Unit Staff is comprised of one (1) deputy coordinator for the Police and Civil Bureau deputies, one (1) deputy coordinator for the Jail Bureau deputies, and one (1) deputy coordinator for the Court Security deputies and the civilian staff. This unit currently uses a manual process and Microsoft Excel 2010 for the FTO Program.

A turnkey system without customization is the optimal solution; however, it is understood that some customization may be required to obtain the functionality in this RFP. Monroe County is willing to entertain innovative proposals; however, there is no interest in being a beta site for any products.

The selected Respondent, along with the County's Project Manager(s) and Project Team, will have complete responsibility for the project management, installation, training, implementation and start-up support of the completed system(s), with minimal interference to the current operating environment. The selected Respondent will utilize the methodology of

the County for the implementation. Monroe County uses a 'gated' methodology where the County does not move to a new level of testing until all the high and medium priority bugs / errors have been resolved and successfully tested. All proposed software versions must be generally available and deployed in a live environment from the software manufacturer and/or Respondent before the proposed deadline. The version for each module proposed must be identified within the Respondent's proposal. Monroe County does not intend to consider any mid-implementation upgrades during this project.

The Respondent shall provide a detailed list of all recommended and minimum required hardware specifications. The Respondent shall also define the minimum connectivity speed for each application and to each location.

Monroe County is seeking to evaluate proposals that satisfy fundamental requirements as follows:

- Proposed solution is commercially available off-the-shelf (COTS).
- Proposed solution runs under the Microsoft Windows operating system.
- Proposed client solution(s) are certified to run under Windows 7 and Windows 10.
- Proposed solution uses either Microsoft SQL or Oracle as its database management system (DBMS) for a client-based system.
- Proposed solution as a "Software as a Service" (Respondent hosts database on a cloud based server).
- Proposed solution is implemented in at least four (4) paying sites (excluding beta installations).
- Respondent has been providing these services for a minimum of five (5) years.

If any Respondent fails to meet these fundamental requirements, Monroe County reserves the right in its sole discretion to consider the proposal as non-responsive.

2.2 System Configuration

The Respondent shall provide a detailed diagram showing the major architectural and associated components (hardware, software, network, and security layout) of the proposed system, accompanied by tables containing short descriptions of the diagrammed components in terms of their value/benefit.

The Respondent shall break down and explain each hardware and software component and service proposed in sufficient detail to provide the evaluation team the ability to associate each component or service proposed directly to the required functionality of the RFP. The Respondent shall provide a drawing(s) showing the connectivity of all components in the proposed solution. The drawing(s) shall include all hardware and software components including interfaces to existing or third party systems being utilized.

The Respondent may attach appendices and reference them from within the proposal response, particularly for lengthy responses on a single subject. The Respondent shall prepare their response to allow the County to understand the intent of the Respondent without the reading of the attachments. Hardware, software or service brochures may also be attached where they are appropriate.

In narrative form, provide a description of the following software features (one to two paragraphs per item): (1) Modular Integration; (2) Web-Based Architecture/Network Technology; (3) Reliance on Best Business Practices; (4) Workflow Capabilities; (5) Development Toolsets; (6) Document Management capabilities; (7) Data Warehouse Capabilities; (8) Reporting and Analysis Tools, and (9) In-depth security features and audit

trails. Detailed requirements related to these components are included in the Functional and Technical Requirements.

2.3 Implementation Methodology

The selected Respondent is responsible for the final detailed implementation plan that will be developed after a final software provider has been selected. We are requesting the selected Respondents shall respond in this section with a standard implementation methodology for the implementation of this proposed total solution. This methodology must include:

- Implementation recommendations
- Overview of phases and milestones
- Estimated timeframe
- Methodology for implementing third-party software
- Assumed responsibilities for County Information Services, MCSO and Respondent staff
- Work effort estimates
- Testing Methodology
- Key Assumptions
- Names, titles, and resumes of personnel likely to be assigned to this project

The County is not soliciting a detailed implementation proposal or a detailed project plan. The methodology description should be in sufficient detail to allow the County to understand the approach. In addition, please provide an overview of how the implementation(s) have been accomplished and successful at one or more of the provided reference customers. Have this overview linked specifically to your generic implementation methodology.

Furthermore, at no additional cost to the County, the selected Respondent will be required to work with the MCSO to complete a detailed Statement of Work that will be part of the contract before contract execution.

2.4 Detailed Scope of Work

A. Provide a detailed Quotation Sheet with the pricing schedule on it for the following:

1. Software application – either “Service” application and/or a Customer-based hosted System.
2. License cost (per user, per size of police agency, Enterprise, etc.).
3. Software Subscription if it is a “Service” application (indicate if this is a one-time fee or annual fee as well as indicate the term of the service).
4. Annual Maintenance and Support Services Agreement to include updates, support, and service availability.
5. Professional Services to include, but not limited to, planning for training, configuration and operational policies and procedures, formal hands-on training, system planning and design consulting with supervisors for best practices, system standardization, and planning via the onsite visit (if applicable).
6. If the training component is completed online, please indicate how long the training is and the audience we should include.
7. Include a “Do Not Exceed” reasonable travel expense dollar amount (to include, travel, hotel, plane, meals, rental car, etc.) for budgeting

purposes. MCSO will reimburse for meals at the current County reimbursement rate.

8. If your proposed system requires enhancements and/or modifications to the proposed system, please include a budgetary estimate for these modifications and/or enhancements.
9. Any optional modules and the cost per module.
10. Provide hardware specifications for the use of your software on a tablet in the patrol vehicle.

Step 1 Initial System Configuration, Process Definition & Hands-On Training:

Initial System Set up

A. System Overview, initial current operations review & initial system set up

1. Define Project Management Schedules
 - a. Define project management schedules for the project.
2. Overview of Existing workflow process and current methodologies (create an existing workflow process on paper for current process and then create a workflow process for the new system) ('AS IS and TO BE')
 - a. Paper, electronic records, databases, etc.
3. Discuss deployment strategy and define activity plan
 - a. Respondent creates a project plan and presents it to the Customer for approval
4. System Overview
 - b. The Customer and the Respondent mutually agree upon a timeline schedule for the tasks below to be completed.
5. Hardware/Software setup (if applicable)
 - a. If MCSO is hosting the application, purchase any new hardware for this project based on specifications from the Respondent.
 - b. Install software on desktops at MCSO for data system setup to be completed.
6. Software setup (if applicable)
 - a. If the Respondent is hosting, get the URL from the Respondent to push down to existing desktops.
7. System setup options
 - a. Update Code Tables, and other data pertinent to the system.
8. Overview of Roles & Responsibilities of team members to interact with Respondent.

- a. Create initial roles for both Respondent and Customer
- b. Create security configurations
- c. Configuration on users computers – what is needed on each computer that uses this application
- d. If web-based, what internet provider is used, what are the specifications/version levels of these internet providers.

B. Hands-On System Configuration, Partial - Data Entry & Training

1. Load Personnel Information (import/upload feature from Excel for bulk loading of information)
 - a. Training Unit Staff, FTO Training Officers, and other pertinent staff

Deliverable: These tasks above will be completed once approved by the Customer and the Respondent.

Step 2 Training (online or on-site):

1. Train the day-to-day users on how to use the software
2. Report Generation
3. Specify how many days the training will be and what type of environment is needed for this training (hands on classroom session, etc.)
4. Customer to come up with a process in case the Internet goes down County-wide.

Deliverable: Step 2 will be completed after from the completion of Step 1.

2.5 Requirements

The Respondent shall propose a comprehensive software solution that addresses the requirements of a system which will operate in our Training Unit.

The Monroe County Sheriff's Office has the right to consider Respondents who do not meet portions of the requirements at this time but have verifiable project(s) underway which would provide the solutions within a reasonable time frame prior to contract award. The Monroe County Sheriff's Office may also consider Respondents who have third-party vendor relationships/contracts which could provide required solution(s).

2.5.1 Requirements Grid

Please complete the Requirements grid below by entering Y, N or M in the box called "Currently in software." If that requirement is part of your software package you are proposing, please enter Y. Please mark N if it is not a part of your software package. If you have another way of complying with the requirement such as modification or an enhancement or a third-party vendor, please mark it with M for modification and submit an Addendum with the justification for that requirement.

Electronic versions of the attached Requirements Grid may be obtained by email request to the RFP Coordinator specified in Section 1.2.

General Requirements:

#	Description of Requirement	Currently in software (Y, N, M)
1.	Application must be able to operate on a County-wide network with a minimum of 50 simultaneous users.	
2.	System must allow multiple departmental operations with the ability to determine selectively based on user and/or system configuration tables the fields shared and/or visible.	
3.	System must utilize normalized common shared tables.	
4.	System must not require duplicate entry for any data.	
5.	System must allow users with permissions to modify any data from within the software.	
6.	System provides easy access toolbars.	
7.	System provides common menu items available allowing the user to find specific records.	
8.	System must have functionality for any user to alter “column order,” “column width” and “column sort order,” on the fly.	
9.	System provides a help menu.	
10.	System provides and allows printing / viewing of data and reports.	
11.	System must provide four digit year entries.	
12.	System must allow key fields to default to a predetermined value.	
13.	System must support the ability to remotely monitor, configure, troubleshoot, update, and utilize the system via remote access.	
14.	System must support the ability to have a “Software as a Service” application where the Respondent hosts the application.	
15.	System must support the ability to navigate through functions and fields utilizing the mouse or keyboard.	
16.	System produces a code table containing the information presented in selection menus throughout the system.	
17.	System supports allowing users to print jobs to any network or local printers.	
18.	System software operates on a Windows 7 (32 and 64-bit desktops)	
19.	System software operates on a Windows 10 (64-bit desktops)	
20.	System produces an audit report to include: a. User Login b. Change/Add/Delete c. Date d. Time e. Record that was added/changed/deleted	

21.	<p>If Respondent uses a service provider for electronic data storage, a written agreement needs to be created addressing:</p> <ul style="list-style-type: none"> a. Data ownership; b. Data sharing, access, and security; c. Loss of data, irregularities, and recovery; d. Data retention and redundancy; e. Required reports, if any; and f. Special logistical requirements and financial arrangements. 	
22.	<p>Provide References (Companies who are using your software)</p> <ul style="list-style-type: none"> a. Provide contact name b. Provide Phone # c. Provide Company/Police Agency Name d. Total Project Cost e. Current version in production at the client site f. Numbers of years the system has been in production 	
23.	System allows for customization.	
24.	Company is CJIS (Criminal Justice Integrated System) compliant.	
25.	System allows for multiple agencies to use the software, but each agency will operate independently with the appropriate security to only see their agency's records.	

Operating System/Database – do not complete this section if you only have a “Software as a Service” solution.

#	Description of Requirement	Currently in software (Y, N, M)
1.	Operating system provides virtual memory support.	
2.	Operating system is capable of multi-threading.	
3.	Operating system is capable of preemptive multitasking.	
4.	The database is ODBC and SQL compliant.	
5.	Operating system is capable of running 32 and 64-bit Windows applications.	
6.	Operating system provides protection of individual processes and operating system so “buggy” or deliberately destructive programs cannot crash other programs or the entire system.	
7.	Operating system features system security providing control over access to the system and any files and subdirectories within the system.	
8.	Operating system protects system integrity by utilizing page flags for every page in virtual memory.	
9.	Operating system enables coexistence with other network servers.	
10.	Operating system provides support for Active Directory.	
12.	Operating system utilizes Client/Server architecture.	
13.	Client and Server both utilize a True Graphical User Interface.	
14.	Operating system supports multiple simultaneous processors.	
15.	Operating system utilizes an open system compatibility for use with all common “off the shelf” software.	
16.	The system utilizes a relational database system with referential integrity and rollback capability, operating as a module within the operating system. Desktop type databases or applications will not be selected.	
17.	The database utilizes an industry standard RDBMS.	
18.	System allows simultaneous access to the records database by a virtually unlimited number of users, to the extent provided by the agency hardware.	
19.	System supports the ability to define archive rules in order to archive data without user interaction and without impacting system performance.	
20.	System provides a method for restoring or accessing archived data.	
21.	System supports the ability to create and modify user-defined tables.	
22.	System supports the ability to display and link the database structures for the purpose of utilizing 3 rd party inquiry tools.	
23.	System is supplied with a Data Dictionary containing but not limited to: Field names, Column names, Data types, Size, Format, Constraints, Associated fields/tables, Default values, Descriptions.	

24.	System supports the ability to delete records that have been entered in error.	
25.	The system maintains referential integrity.	
26.	The database provided with the system must be sized to retain a minimum of 10 years data.	
27.	The system utilizes the services of a transaction monitor or similar programming to ensure that all transactions can be rolled back and successfully completed in the event of hardware, software or application failure.	
28.	Any access to databases must first pass through system security, regardless of the route or purpose of access, including ad-hoc queries.	
29.	All source code is written in English.	

Computer Hardware Requirements - omit this section if there are no hardware requirements (servers, CPU's, etc.)

#	Description of Requirement	Currently in software (Y, N, M)
1.	The proposed or recommended computer equipment shall be configured such that the systems will meet the performance requirements described in this RFP.	
2.	The proposed computer equipment shall be designed and intended to function as continuous operation equipment.	
3.	All proposed or recommended equipment shall be new and not remanufactured.	
4.	The failure of a single component of the proposed or recommended servers will not render any portion of the application (external interfaces are excluded) unavailable for a period of more than 30 seconds.	
5.	Proposed system is designed so that application, operating system, and database upgrades can be installed and tested on one server/host computer while the application(s) continues to serve the users from another server/host computer, ensuring that any downtime is minimal.	
6.	Proposed system is designed to allow the addition of 200% more RAM than the original configuration without the modification or replacement of the server/host computer(s).	
7.	Proposed system is designed to allow the addition of twice the storage of the original configuration without the modification or replacement of the server/host computer(s).	
8.	If any hardware component of the proposed or recommended system is of proprietary design or manufacture, the manufacturer shall guarantee the availability of replacement parts for a period of not less than ten years.	
9.	Proposed system is designed so the hardware can support upgrades of the operating system.	
10.	The original configuration includes twice the online disk space required to store the operating system; all Respondent-supplied applications and programs at initial installation; all user generated data such as passwords.	
11.	Proposed system includes a tape or other peripheral backup system that will back up 25% of the data files, system files and application programs per hour of coincidental operation with the operational applications to complete system back-ups in four (4) hours or less.	
12.	The proposed design has the ability to operate from a redundant server/host in the case of a catastrophic event, and the connectivity shall support the databases remaining synchronized.	
13.	The Respondent shall provide a complete description of environmental requirements for each server/host including power (volts and amps); cooling (BTUs); network connectivity; length and width for determining floor space requirements; weight and other characteristics that might require environmental modifications by the County.	
14.	The Respondent shall provide a detailed network diagram that shows the physical layout of all proposed servers, workstations, network, and interface connections.	

15.	The Respondent shall provide a complete description of environmental requirements for each workstation including power (volts and amps); cooling (BTUs); network connectivity; length and width for determining floor space requirements; weight and height of CPU and monitors.	
16.	The Respondent shall provide solutions for both a physical and virtual environments.	
17.	Proposed application(s) has the ability to run multiple concurrent sessions of the application(s) on a workstation.	
18.	Proposed system allows all participating agencies to utilize any printer or plotter that is supported by Microsoft Windows 7, 10 or later.	

Hardware Requirements:

Please list all hardware specifications for servers, infrastructure, desktops, and tablets.

FTO Software (please indicate if a requirement is optional or part of the software):

#	Description of Requirement	Currently in software (Y, N, M)
1.	System must provide each user of the system with a username/password to get into the system.	
2.	System must have a dashboard when logging into the system. The dashboard should allow for a section with information on incomplete reports.	
3.	System must allow the user to select their recruit from a drop down box.	
4.	System must allow the attachment of documents (Incident Reports, Use of Force reports). And also allow for the attachment of manuals in a series of formats (PDF, Excel) to each recruit's electronic file.	
5.	System must allow for multiple Daily Observation Reports (DOR) for different versions (Road Patrol, Jail, Court – have different questions depending on which process you are in).	
6.	System includes the ability to select the appropriate score for each question.	
7.	System must allow mandatory comments for scores 1, 2, and 3 and 6, 7. This scoring system is the same for all bureaus.	
8.	System must allow comments for all scores regardless if they are mandatory or not.	
9.	System must have a built in spell-check for the narrative portion.	
10.	System must allow for cutting and pasting of comments from one section to another (if applicable).	
11.	System must recognize that a DOR was already completed and not allow for multiple DORs on a single day.	
12.	System must allow for electronic signatures, to include but not limited to Recruit, Training Officer Signature, Supervisor, and the Program Coordinator.	
13.	System has most satisfactory area as well as the least satisfactory area of performance.	
14.	System must have a call tracker which allows the Training Officer to keep track of all the calls the recruit has taken for that day.	
15.	System must allow for up to 37 or more questions to be rated upon for each recruit.	
16.	System must have a NO (Not Observed), NRT (Not Responding to Training) and RT (Remedial Training boxes).	
18.	System must have a color code for codes 1, 2 and 3 to signify areas where the recruit needs improvement, and 6 and 7 for areas in which they excel.	

#	Description of Requirement	Currently in software (Y, N, M)
19.	<p>System has the ability to run the following reports and please indicate if these reports are part of the system:</p> <p>1-Print FTO Evaluation Form 2-Print FTO Statistical Analysis to include (reports on Race, Gender and Age Group) 3-Print FTO Rating report 4-Print any resource or reports that we upload into the system. 5-Print entire recruit profile 6-Print DOR #'s with dates and the FTO Training Officer report 7-Print Remedial Training Narrative report 8-Print Training Unit Addendum Form with Narrative fields. 9-Print Bi-Weekly Reports 10-Print End-of-Phase Reports</p> <p>Please include samples of these reports in your proposal. (MCSO can provide reports to Respondent to see what a particular form looks like from above).</p>	
20.	If the Customer needs to write ad hoc reports, please indicate if you use a third party vendor (Crystal Reports, etc.) or if it is embedded in your application.	
21.	System must allow no changes to be made to a DOR once it is submitted for approval.	
22.	System must allow for a supervisor to reject DOR's so changes can be made by the Training Officer.	
23.	System must allow opening of a specific phase of a DOR by clicking on the phase #.	
24.	System must allow for a checklist to be provided to the recruit and have them sign off on the checklist upon completion.	
25.	System must have the ability to attach documents (PDF, Word, etc.) to the checklist.	
26.	System must have the ability to have an electronic signature and date upon completion of all checklists within the system.	
27.	System must have an FTO Scheduling component, which allows Training Officer and recruit scheduling flexibility.	

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

- A. Acceptance Period and Location.** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 PM Eastern Time, on September 15, 2017.

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

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

- B. Withdrawal Notification.** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies.** Respondents must submit one (1) signed original Proposal and eight (8) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Field Training Officer Software."** The Respondent should also include a copy of its full proposal on a CD or USB Flash Drive. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.
- D. Pricing Period.** For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.
- E. Economy of Preparation.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

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

3.3 Clarification of RFP and Questions

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

3.4 Addenda to the RFP

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

3.5 Organization of Proposal

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

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Company Information.** Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - 3. Financial Information:
 - a. Publicly Owned or Not for Profit Organizations: Financial history of the company covering the last three years. Submit a Consolidated Balance Sheet for the most recent year prepared by an independent certified public accountant in accordance with generally accepted accounting principles. The County reserves the right to request additional financial information during the proposal review process.
 - b. Privately Held Companies: Total gross revenues of the company covering the last three years.

4. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.
5. Anticipated growth of your organization including expansion of the client base and acquisitions.
6. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the County for other services, a relative of any employee of the Respondent is a member of the selection committee, etc.
7. Any disputes or litigations as a result of services provided for Monroe County, either through a direct contract with Monroe County or as a subcontractor to another entity contracting with Monroe County.

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

1. A list of all public sector clients in the State of New York. Include the following information for each public sector client:
 - a. Name and address of the client;
 - b. Dates of engagement for the client;
 - c. Approximate annual budget;
 - d. Name and telephone number of contact person;
 - e. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. A list of all agreements either directly with Monroe County, or as a subcontractor for another agency's agreement with Monroe County. Include the following information:
 - a. Name and address of the agency or Monroe County Department;
 - b. Services provided;
 - c. Dates of engagement;
 - d. Approximate annual budget;
 - e. Name and telephone number of contact person;
 - f. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
3. Résumés for the key personnel to be involved in providing services to the County.

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

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

3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.
- F. Cost Proposal.** Respondents must detail the proposed method of compensation for the services.
- G. Certifications Regarding Debarment and Procurement Policy.** Respondents and proposed sub-contractors must print, sign, and submit with the proposal Appendix B: Certification Regarding Debarment, Suspension, and Responsibility and Certification Regarding Monroe County Procurement Policy and Consequences for Violation.
- H. MWBE/DBE Utilization.** MWBE/DBE utilization is not required for this RFP.
- I. Insurance Certificates.** Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.12 of this RFP.
- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent," the section number of any requirement to which an exception is being taken and an explanation of their position.
- K. Exceptions to the Standard Contract.** For all exceptions to the Standard Contract, attached herein as Appendix A, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.
- L. Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

3.6 Method of Evaluation

- A. Evaluation Committee.** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria.** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that the County deems pertinent to these services, which may include, but may not be limited to, the following:
- Proposed Fees
 - Understanding of the Project
 - Degree of Relevant Experience

- Technical Competence
- References
- Capacity and Availability to Perform the Services
- Approach to MWBE/DBE Utilization, if applicable
- Local Office
- Other pertinent criteria

C. Contract Approval Process. Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Legislature and the Monroe County Law Department.

3.7 Oral Presentation

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

3.8 Investigations

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

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this solicitation, to award a contract, or to procure or contract for services. The proposals submitted in response to this solicitation become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this solicitation. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as Appendix A is a copy of the Standard Contract which contains mandatory provisions.

Negotiations do not include further revisions to the mandatory provisions depicted in Appendix A. Respondents must take exception as instructed in Section 3.5.I. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide Monroe County with a *Word* version of its final proposal.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this document and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The County and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this solicitation, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Respondent and the Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the County, no later than the twenty-four (24) hours after receipt of the County’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.6 Contract Payment

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

4.7 News Release

News releases pertaining to this solicitation or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.

4.8 Notification of Respondent Selection

All Respondents who submit proposals in response to this solicitation will be notified by the Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
 - 1. The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
 - 2. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
 - 1. They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A.1 and A.2 above; or
 - 2. They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A.1 and A.2 above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A.1 and A.2 above.
- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A.1 and A.2 above.

4.10 Incurring Costs

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

4.11 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Monroe County upon submission of the Respondent's proposal to Monroe County without any obligation or liability by Monroe County to the Respondent. Monroe County has the right to use any or all ideas presented by a Respondent.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

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

4.12 Insurance Requirements

The Respondent shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Respondent or by their subcontractors.

The successful Respondent shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Respondent in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.
- B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the Respondent naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The policy must be endorsed by the insurance carrier to authorize the additional insured designation. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence and \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Respondents
- Personal Injury

- C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Respondent with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.
- E. MOTOR VEHICLE INSURANCE issued to the Respondent naming Monroe County as an additional insured, and covering liability and property damage on the Respondent's vehicles in the amount of \$1,000,000 per occurrence. The policy must be endorsed by the insurance carrier to authorize the additional insured designation.

4.13 MWBE/DBE Requirements

The County's goal is to increase the number of Minority and Women Owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE) in all possible areas of Monroe County procurement. In furtherance of those efforts, Respondents should utilize best efforts in achieving the goals for MWBE/DBE participation. The County's percentage goals for projects are as follows:

- Twelve percent (12%) MBE of the total cost of construction related Architectural and Engineering services.
- Three percent (3%) WBE of the total cost of construction related Architectural and Engineering services.
- Twenty percent (20%) DBE of the total cost of engineering services provided for certain Department of Transportation Agreements.
- Percentage as may be required by a grant funder.

Whether or not Respondents propose MWBE/DBE utilization will be considered in the rating of proposals. If Respondents elect to meet the participation requirements by utilizing MWBE and/or DBE subcontractors, the specific subcontractors are to be identified in the proposal. Respondents may substitute Minority or Women CO-OP Student Employment for MWBE Utilization. CO-OP Students must be utilized for these services for at least 50% of their work hours. Student credit shall equal the student's billing rate times the hours worked on the services.

The selected Respondent shall abide by the following requirements:

- A. The vendor shall submit the MWBE/DBE Utilization Plan for approval prior to execution of the resulting contract. The Utilization Plan should be accompanied by executed sub-contracts or signed letters of intent from the MWBE/DBE subcontractors identified in the plan.
- B. The vendor shall submit by February 1 an Annual Utilization Report indicating MWBE/DBE payments made during the previous year.
- C. When submitting the request for payment, the vendor shall list MWBE/DBE firms scheduled for payment for the specific period. The vendor shall identify the portion of the payment that is attributed to the MWBE/DBE firm(s). The vendor shall also

submit payment records which demonstrate payment by the vendor to MWBE/DBE firms used.

- D. Prior to final payment the vendor shall submit to the County affidavits certifying payments to subcontractors, and the Final Utilization Report.

4.14 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

APPENDIX A
SAMPLE STANDARD MONROE COUNTY CONTRACT

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

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

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

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 1 hereof, and

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

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

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

I. REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

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

II. SCOPE OF SERVICES

The Contractor shall perform the following services for the County:

- A.
- B.

III. TERM OF CONTRACT

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

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

IV. PAYMENT FOR SERVICES

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

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

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

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

V. GENERAL PROVISIONS

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

VI. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

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

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

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

COUNTY OF MONROE

By _____
Cheryl Dinolfo
County Executive

CONTRACTOR

By _____

Name:

Title:

Contractor's Federal ID Number or
Social Security Number

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

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

Notary Public

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

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

Notary Public

APPENDIX A

STANDARD CLAUSES FOR COUNTY CONTRACTS

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

Section 1. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

Section 2. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's insurance shall provide for and name Monroe County as an additional insured. All policies 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.

Section 3. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

Section 5. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

Section 6. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Grant Guidance) Subpart F and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Uniform Grant Guidance) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Uniform Grant Guidance) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
303 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

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

Section 8. RIGHT TO INSPECT

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment. Contractor may retain all pertinent records in electronic format provided written notice is provided to the County that such method will be used. Retention of electronic records shall be for a period of ten (10) years after final payment.

Section 9. NON-DISCRIMINATION

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, military status or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 10. CONTRACTOR QUALIFIED, LICENSED, ETC.

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

Section 11. CONFIDENTIAL INFORMATION

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

1. Scope of Use

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

2. Nature of Obligation

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

3. Freedom of Information Law

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

Section 12. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

a. Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions, including but not limited to any and all reporting requirements, of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

b. To the extent that State-funds/State-authorized payments (SF/SAP) received are used to pay for program services by covered providers, any subcontractors or sub-awardees shall be made aware of the provisions of the regulations of 9 NYCRR Part 6157 - "Limits on Administrative Expenses and Executive Compensation". Additionally, Contractor and any subcontractors shall review as appropriate Executive Order No. 38, which can be located at <http://executiveorder38.ny.gov>.

Section 13. LAW

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

Section 14. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

Section 15. SEVERABILITY

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

Section 16. TITLE TO WORK

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

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

Section 17. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

Section 18. STATE FINANCE LAW PROVISIONS

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

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

Section 19. MISCELLANEOUS

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

b. This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.

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

d. The Contractor agrees that this Agreement may be made available to the public and searchable online in a digital format.

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APPENDIX B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RESPONSIBILITY

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction 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]

Revised 10/3/2013