



Notice of Funding Availability City of Rochester Restaurant Grant

PLEASE NOTE: This is a preliminary Notice of Funding Availability (NOFA). The program has yet to be approved and is subject to Rochester City Council and the Department of Housing and Urban Development approvals. In the event the program is not approved, the City of Rochester will not be able to make grant awards.

The purpose of this program is to assist restaurants and food establishments located within the city of Rochester while also providing meals to senior citizens in need and who are unable to travel and/or frequent restaurants due to the COVID-19 crisis.

The City of Rochester will contract with Goodwill of the Finger Lakes (GFL), its 211/LIFE LINE program to enroll eligible senior citizens age 60 or older and who live in the City of Rochester. Eligible senior citizens will enroll in the program and will select days and times for meals to be delivered by selected food establishments. Participating food establishments will coordinate with GFL to provide and deliver the free meals to program enrollees at designated dates and times. The City will reimburse participating restaurants for meals prepared and successfully delivered.

The City of Rochester will review the applications and select up to twenty food establishments to provide and deliver free meals to enrolled senior citizens residing in the city of Rochester. The businesses selected will be awarded a grant of up to \$24,900 with an agreement term of up to four months.

The grant funds will be used by the selected food establishments as working capital to offset the operational expenses associated with preparing and delivering the free meals to enrolled senior citizens.

To be considered for the grant, interested applicants must:

- Operate the business within city of Rochester limits
- Be a licensed, insured, and legally operating restaurant, caterer, or food service company
- Provide meal menu options that are appropriate and nutritious for senior citizens
- Agree to coordinate with 211/LIFE LINE program to receive orders from enrolled participants and schedule and facilitate the delivery of free meals using the online platform Flexbooker
- Agrees to a timely response to any complaints (within 24 hours)
- Provide a signed IRS W-9 form, and DUNS number
 - o Requesting a DUNS number can take several days, so apply ASAP
 - o To obtain a DUNS#: <https://fedgov.dnb.com/webform/>
- Complete City of Rochester Conflict of Interest Disclosure Form (attached to this document)
- Provide proof of current liability insurance in the amount of at least \$1,000,000 and be able to list the City of Rochester as additional insured for the services to be provided
- Provide proof of current disability and workers' compensation insurance
- If employees or owners of the business will be delivering food, provide proof of auto insurance
- Agree to the terms and conditions as included in the City of Rochester professional services agreement boilerplate (Attachment 1)

Selected applicants can choose to distribute meals via the following three options:

1. As scheduled by 211/LIFE LINE throughout the contract term through a third party meal delivery service or company.
2. As scheduled by 211/LIFE LINE throughout the contract term, using staff or contractors of their food establishment.
3. As scheduled by 211/LIFE LINE throughout the contract term. using staff or contractors of their food establishment and a third party company or service.

Selected applicants **will be reimbursed on a monthly basis for the four month term, as follows:** Monthly reimbursement total = (# of meals delivered * cost of meals) + (\$5 delivery fee * # of deliveries made)

For more information, contact Daisy Algarin, Director of the Neighborhood Service Centers, at Daisy.Algarin@cityofrochester.gov, 585-428-7711, or 585-698-6643.

If interested in participating in this program, please email the following **fully complete application** and all required documents to **ROC-RestaurantGrant@cityofrochester.gov** by **5:00pm on November 25, 2020**

CITY OF ROCHESTER RESTAURANT GRANT

NOFA APPLICATION FORM

PLEASE NOTE: Completion of every question and required document is required for the application to be considered.

1. Applicant Information

- Business Name:
- DUNS#:
- Address:
- Contact Name:
- Email Address:
- Telephone/Cell Number:
- Website/Social Media:

2. What is the current status of your business? Select all that apply:

- | | |
|-------------------------|-----------------|
| Open for indoor dining | Open for pickup |
| Open for outdoor dining | Closed |
| Open for delivery | Other |

3. Which meals can your restaurant provide? Select all that apply.

- Lunch
Dinner

4. Please develop two menus for each of the select meals your restaurant can provide and the cost per meal to prepare each.

Lunch 1:		Cost:		Menu:	
Lunch 2:		Cost:		Menu:	
Dinner 1:		Cost:		Menu:	
Dinner 2:		Cost:		Menu:	

5. Please select the meal delivery option that you will employ throughout the duration of the grant term.

- a. Provide meals as scheduled by 211/Life Line throughout the contract term. Facilitate meal delivery through a third party meal delivery service or company.
- b. Provide meals as scheduled by 211/Life Line throughout the contract term. Facilitate meal delivery with staff or contractors of your food establishment.
- c. Provide meals as scheduled by 211/Life Line throughout the contract term. Facilitate meal delivery with staff or contractors of your food establishment and through a third party meal delivery service or company.

6. Please indicate which dietary options your restaurant can provide:

Gluten free

Low-sodium

Other. Please list:

Vegan

Low-sugar

Vegetarian

Low-fat

7. How many meals could you prepare and deliver per week:

Up to 25

101- 250

26-50

250+

51-100

8. Which days can you prepare and deliver meals? Select all that apply.

Monday

Thursday

Sunday

Tuesday

Friday

Wednesday

Saturday

9. Are you willing to prepare and deliver meals on holidays?

Yes

No

10. What is the total amount of grant funding you are requesting for the four month grant term? The maximum grant award is \$24,900.

11. Has your business been approved for a federal loan through the Payroll Protection Program (PPP)?

Yes

No

I have applied for a PPP loan but my application is still pending.

12. Please attach the following documents to the email submission:

- a** Signed IRS W-9 form, listing official company name, address, and tax ID#
- b** Signed Conflict of Interest Disclosure Form (attached to this doc)
- c** General Liability Insurance Certificate of at least \$1,000,000, listing City of Rochester as additionally insured
- d** Disability Insurance Certificate (some insurance packages may cover both Disability and Worker Comp.)
- e** Workers Compensation Insurance Certificate (some insurance packages may cover both Disability and Worker Comp.)
- f** Commercial Auto Insurance Certificate (if the business plans to deliver meals)

Please email the application to:

ROC-RestaurantGrant@cityofrochester.gov

by 5:00pm on November 25, 2020

FOR INTERNAL OFFICE USE ONLY

City of Rochester Restaurant Grant

NOFA Proposal Scoring Summary

*Ratings on a scale of 1 - 10, with 10 being the highest

Business Name _____

Date _____

Criteria	Score	Weighted Score
Cost per Meal (30%)		0
Meals Reflect Cultural Diversity of Community (40%)		0
Total Number of Meals Delivered (30%)		0
Total		0

**AGREEMENT BETWEEN
THE CITY OF ROCHESTER
AND
[Non-Governmental Subrecipient]
FOR
2020 Business Food Establishment Grant Program**

THIS AGREEMENT, entered this _____ day of _____, 2020 by and between the CITY OF ROCHESTER, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614 (herein called the “City”) and _____ with a food establishment located at _____ (herein called the “Subrecipient”).

WHEREAS, the City has received additional Community Development Block Grant funds from the United States Department of Housing and Urban Development (“HUD”) to implement on an expedited basis projects to prevent, prepare for, and respond to the coronavirus pandemic (“CDBG-CV funds”) pursuant to the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”);

WHEREAS, in Ordinance No. 2020-131, the City appropriated \$300,000 in CDBG-CV funds for a Business Food Establishment Grant program that the City intends to use to provide for the home delivery of meals to eligible seniors (the “Program”);

WHEREAS, the City desires to secure the professional services of food establishments to prepare and deliver meals for the Program;

WHEREAS, the Subrecipient is a food establishment and covenants that it has the necessary personnel, expertise, facilities and equipment to prepare and deliver the types of Program meals upon request over the timeframes specified herein (the “Project”); and

WHEREAS, the City wishes to engage the Subrecipient to complete the Project utilizing CDBG-CV funds.

NOW, THEREFORE, the City and the Subrecipient do mutually agree, in consideration of the covenants, terms and conditions contained herein as follows:

I. SCOPE OF SERVICES AND TIME OF PERFORMANCE

For a time frame commencing on _____, 2020 and continuing through _____, 2020 (“Agreement Term”), Subrecipient shall prepare and deliver meals of the types and at the times as directed in advance by the City’s project coordinator Goodwill of the Finger Lakes, Inc. (the “Coordinator”) for a number of meals accruing to no more than \$ _____ in total aggregate preparation costs and delivery fees (“Maximum Compensation”). By setting the Maximum Compensation amount, the City does not commit itself or the Coordinator that they will order enough meal orders to reach the Maximum Compensation amount.

A. Meal Menus and Costs

The menus and costs of the meal options that Subrecipient shall be ready to prepare consist of the following:

Breakfast 1: Cost: Menu:

Breakfast 2: Cost: Menu:

Lunch 1: Cost: Menu:

Lunch 2: Cost: Menu:

Dinner 1: Cost: Menu:

Dinner 2: Cost: Menu:

B. Taking Meal Orders

The Subrecipient designates the following contact information for the receipt of meal orders: [some or all of the following: name of person, phone number, text number, email address]. When the Subrecipient receives an order from the Coordinator, Subrecipient shall promptly notify the Coordinator whether or not it will be able to fulfill the order.

C. Delivery

Subrecipient shall arrange for the delivery of each meal within the timeframe specified by the Coordinator at a rate of \$5 per delivery. The Subrecipient shall charge only a single \$5 delivery fee for delivering two or more meals at the same time to the same household. If, for any reason, the Subrecipient is unable to complete the preparation and delivery, the Subrecipient shall notify the Coordinator immediately.

D. Means of Delivery

Subrecipient shall deliver each meal by one of the following means [check all that apply]:

1. Using the following third party meal delivery service or company:

2. Using staff of the food establishment.
3. Using the following contractor of Subrecipient's food establishment:

E. Timing of Service

For each type of meal committed to above, the Subrecipient covenants that they will maintain the capacity to prepare and deliver meals so that they are received by seniors during the following time frames:

[consult with Goodwill to come up with the timeframes for meals as follows]

Breakfast: __ am to __am; Lunch: __ pm to __pm; Dinner: __ pm to __pm. [Is this breakdown valid or might we be ordering food establishments to delivery more than one meal type at a time (i.e., both breakfast and lunch in the morning?)]

F. Limitations

The Subrecipient agrees and commits to the City that it will perform the Scope of Services provided above for any meal order received during the entire Agreement Term, unless and except for any dates or times specified as follows:

G. Quality

The Subrecipient shall prepare all meals fresh daily and deliver the meals in ready-to-eat form. Each meal shall be maintained through to the time of delivery in conditions that comply with the New York State Sanitary Code requirements for food establishments (10 NYCRR Subpart 14), including but not limited to maintaining the temperature of potentially hazardous foods at or more than 140°F or at or less than 45°F. Each meal shall consist of all of the food items listed for the meal category and menu that has been ordered from the list in Paragraph I.A above. For special diet meals, the meal shall contain no item or ingredient that is inconsistent with its designated special diet category.

H. Noncompliance

The City, either on its own or through the Coordinator, reserves the right to order the preparation and delivery of a substitute meal and charge the Subrecipient the costs of providing that substitute meal in the event that the Subrecipient fails to deliver an ordered meal, fails to deliver a meal on a reasonably timely basis, or delivers a meal that does not satisfy the quality standards of this Agreement.

II. **PERFORMANCE MONITORING AND RECORDKEEPING**

A. Performance Monitoring

The City, with the assistance of the Coordinator, will monitor the performance of the Subrecipient based on the requirements and standards set forth in this Agreement along with all the applicable federal, state and local laws, regulations, and policies governing the services and funds provided for this Agreement. In addition to the recordkeeping provided for in Paragraph II.B herein, the Subrecipient agrees to respond promptly and truthfully to any request from for information or documents relating to the performance of this Agreement. Substandard performance as determined by the City will constitute

noncompliance with this Agreement. If corrective action is not taken by the Subrecipient within a reasonable period of time after being notified about substandard performance by the City or Coordinator, Agreement suspension or termination procedures will be initiated.

B. Recordkeeping

Subrecipient hereby agrees to maintain every day a log that specifies the day, time, meal type and cost, recipient name and address, and delivery fee for each meal prepared and delivered. The Subrecipient shall consult the log in order to confirm or correct the accuracy of the periodic invoice report provided by the Coordinator pursuant to Paragraph III of this Agreement. The Subrecipient hereby agrees to allow the City and Coordinator to review the log and all other records pertinent to the performance of this agreement, including but not limited to insurance certificates, health and business permits and licenses and any notices regarding the same, records regarding the identity of and payments for the employees and purchases of goods and services used to perform the Agreement (collectively, "Performance Records"). The Subrecipient shall retain the log and such other Performance Records for at least 4 years following the termination of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any Performance Record that is started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

III. PAYMENT

A. Compensation Amount and Use

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the Maximum Compensation amount specified in Paragraph I, and both parties hereby agree that the City shall not be required to order the number of meals necessary to accrue meal preparation costs and delivery fees sufficient to sum up to the Maximum Compensation amount. The Subrecipient further agrees to utilize the CDBG-CV funds available under this Agreement to supplement rather than supplant funds otherwise available to prepare and deliver meals to seniors.

B. Payment Process

The City's payment of eligible meal preparation costs and delivery fees (together, the "Compensation") shall be made after the Subrecipient receives and notifies the City regarding the accuracy of each periodic Invoice Report to be prepared by the Coordinator. The Invoice Reports will be issued on a bi-weekly basis and shall specify the day, time, meal type, recipient name and address, and delivery fee for each meal delivered during the reporting period. The City's payment of Compensation shall be contingent on the Subrecipient's compliance with the terms of this Agreement. In accordance with Paragraph I.H regarding noncompliance, payments to the Subrecipient are subject to offset for the expense of providing replacement meals if the Subrecipient fails to fulfill an order properly.

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this Agreement shall be directed to the following Agreement representatives:

CITY

Daisy Rivera-Algarin
Director of Neighborhood Service Centers
City Hall Room 011A
30 Church Street
Rochester, NY 14614
daisy.algarin@cityofrochester.gov
585-428-7711

COORDINATOR

[Fill in name, address, phone and email of contact person]
Goodwill of the Finger Lakes, Inc.

SUBRECIPIENT

[Fill in name, address, phone and email of food establishment's contact person]

V. SPECIAL CONDITIONS

A. Permits and Licenses

The Subrecipient hereby covenants and agrees that it currently has and will continue to maintain the business and health licenses and permits that are required to operate as a food establishment. The Subrecipient hereby agrees and covenants that it shall notify the City and the Coordinator as soon as possible if any one of the Subrecipient's business or health permits or licenses has been violated, suspended, revoked or expired.

B. Other Required Information and Documents

The Subrecipient shall provide to the City proofs of insurance and any other documents or information required by the terms of the General Conditions in Paragraph VI.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to comply with any additional requirements as the City shall specify or to provide such additional information or documentation as the City shall require to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Indemnification

The Subrecipient hereby agrees to defend, indemnify and save harmless the City against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Subrecipient, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Subrecipient may be responsible hereunder in whole or in part, then the Subrecipient shall be notified and shall handle or participate in the handling of the defense of such matter.

D. Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Subrecipient shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York. The Subrecipient shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Subrecipient shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

E. General Liability Insurance

The Subrecipient shall obtain at its own expense general liability insurance in the amount of at least One Million Dollars, for protection against claims of personal injury, including death, or damage to property, arising out of the Project. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured. The Subrecipient shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Subrecipient shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

F. Automobile Insurance

Prior to providing delivery of meals by its own employees or by third parties, the Subrecipient shall obtain at its own expense, or provide the City with proof that a third party has obtained, automobile liability insurance covering all vehicles to be used for the delivery of meals in an amount of not less than five hundred thousand dollars (\$500,000), per occurrence, for bodily injury and property damage. Such insurance shall name City as an additional insured party and copies of the policy endorsements reflecting the same with a listing of any and all exclusions, shall be provided to City. In no event shall such liability insurance exclude from coverage any municipal operations, employees or property related to this Agreement. Subject to prior submittal to the City and review and approval by the City Law Department, the City may accept in lieu of vehicle-specific insurance certificates either 1) proof via an insurance certificate or rider that the Subrecipient's General Liability Insurance required under Paragraph VI.F insures the Subrecipient against the same sets of automobile bodily injury and property damage claims as are provided for herein; or 2) proof by a certificate or other form acceptable to the Corporation Counsel that a third-party food delivery company carries equivalent insurance against the same set of claims for every vehicle that will be used in the delivery of the Subrecipient's meals.

G. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of

the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

H. Suspension or Termination

The City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
2. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City of information or documents that are incorrect or incomplete in any material respect

VII. **ADMINISTRATIVE REQUIREMENTS**

A. Obligations Surviving the Agreement Term

In addition to the Recordkeeping and Indemnification obligations specified in Paragraphs II.B and VI.C, the following obligations of this Agreement shall continue after the expiration of the Agreement Term set forth in Paragraph I:

1. Paying for Services and Goods Used

The Recipient shall make final payments to employees and vendors that were employed or retained to provide the services, products and facilities for preparing and delivering meals.

2. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, the City of Rochester Office of Public Integrity, HUD, and the Comptroller General of the United States or any of their authorized representatives, without delay, at any time during normal business hours, as often as deemed necessary, to retrieve, audit, examine, and make excerpts or transcripts of all relevant data. Any deficiency noted in audit or investigation reports must be fully cleared by the Subrecipient within 30 days after the Subrecipient is notified of the deficiency. Failure of the Subrecipient to comply with the above audit requirements

will constitute a violation of this contract and may result in the withholding of future payments or other sanctions as allowed by law and this agreement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Article 15 of the New York State Human Rights Law, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (HCD Act), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

a. The Subrecipient shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status in the performance of services or programs pursuant to this agreement. The Subrecipient agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Subrecipient and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. The Subrecipient shall not subject an individual to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.

c. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Subrecipient agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

XIV. DEBARMENT AND SUSPENSION

The Subrecipient certifies, by the signing of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

XV. COMPLIANCE WITH ALL LAWS

The Subrecipient agrees that, during the performance of the work required pursuant to this agreement, the Subrecipient and all employees working under its direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations including but not limited to 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreement to State, Local and Federally Recognized Indian Tribal Government for controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law, and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction. Failure to comply may result in the City enforcing any remedy set forth in Section 24 CFR Part 85, Section 43.

XVI. LAW AND FORUM

This agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.

XVII. PROHIBITION AGAINST ASSIGNMENT

The Subrecipient agrees that he is prohibited from assigning or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous consent in writing of the City.

XVIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY: _____
Lovely A. Warren, Mayor

SUBRECIPIENT

Name of Food Establishment
BY: _____
Name of representative
Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20__, before me the subscriber, personally came Lovely A. Warren, known, who being by me duly sworn, did depose and say that she resides in the City of Rochester; that she is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the ____ day of _____, 20__ 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 signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



City of Rochester Disclosure

Applicant Name(s): _____

Business Name: _____

Property Address: _____

Program Name: _____

The Program for which you are applying may be part of one or more City of Rochester (hereinafter the "City"), federal, state, or other programs, including, but not limited to, the Community Development Block Grant (CDBG) Program, Emergency Shelter Grant (ESG) Program, HOME Investment Partnerships (HOME) Program, Housing Opportunities with Persons with Aids (HOPWA) Program, Asset Control Area (ACA) Program, Rochester Economic Development Corporation (REDCO) or City Development Fund (CDF). Each of these programs has rules and regulations prohibiting conflicts of interest. Conflicts generally arise where the applicant or his or her family or business may have an economic or employment interest in the program or the entity providing the program.

Program regulations generally limit the participation of employees, agents, consultants, officers, or elected appointed officials of the City or any designated public agencies, or sub-recipients receiving Program funds, and those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For federally assisted housing and community development programs, this applies unless an exception is granted by the **U.S. Department of Housing and Urban Development (HUD)**. In order for HUD to grant an exception to such persons there must be a public disclosure of the application and the City's Corporation Counsel must determine that the participation does not violate state or local law.

The objective of this form is to identify applicants that may have a conflict under the rules and regulations. The City will then determine whether an exception should be granted or requested. The City's Department of Neighborhood and Business Development, Office of the Commissioner, is responsible for conflict of interest determinations and the coordination of the exception process for federally assisted housing and community development programs.

I/We _____ certify that:
(Name of applicant(s))

Please **ONLY** check one:

- ____ 1. I/we **am/are NOT** an **employee**, agent, consultant, officer, or elected or appointed official of the City of Rochester, and am **NOT** a **relative** of an employee, agent, consultant, officer or elected or appointed official of City of Rochester, **nor part of any** designated public agencies, business, or sub-recipients receiving CDBG or other Program funds.
- ____ 2. I/we **am/are** an **employee** agent, consultant, officer or elected or appointed official of the City of Rochester or **I/we am/are** a **relative** of an employee, agent, consultant, officer or elected or appointed official of the City of Rochester, or **I/we am/are** part of a designated public agency or worked any such agency within the last year, business or sub-recipient receiving CDBG or other Program funds.



I would like to be granted an exception, or for federally assisted housing and community development programs to have the Department of Neighborhood and Business Development, request an exception from HUD, to participate in this program.

I am employed at _____ in the position of _____

I (___do) or (___do not) perform any duties relating to the Program.

_____ is the family member to whom I am related. (_____.)
(Name) (Relationship)

This family member is employed at _____ in the position of _____.

This family member (___ does) or (___does not) perform any duties relating to the program.

Signature _____ Date _____

Signature _____ Date _____

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____, 201__ 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 signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public/Commissioner of Deeds