



City of Rochester, NY
Thomas S. Richards, Mayor

**Request for Proposals
For The
Rochester Bicycle Boulevards Plan**

UPWP Task No. 8761

**Department of Environmental Services
Bureau of Architecture & Engineering**

City of Rochester, New York

**James R. McIntosh, P.E.
City Engineer**

April 30, 2013

A. Study Purpose

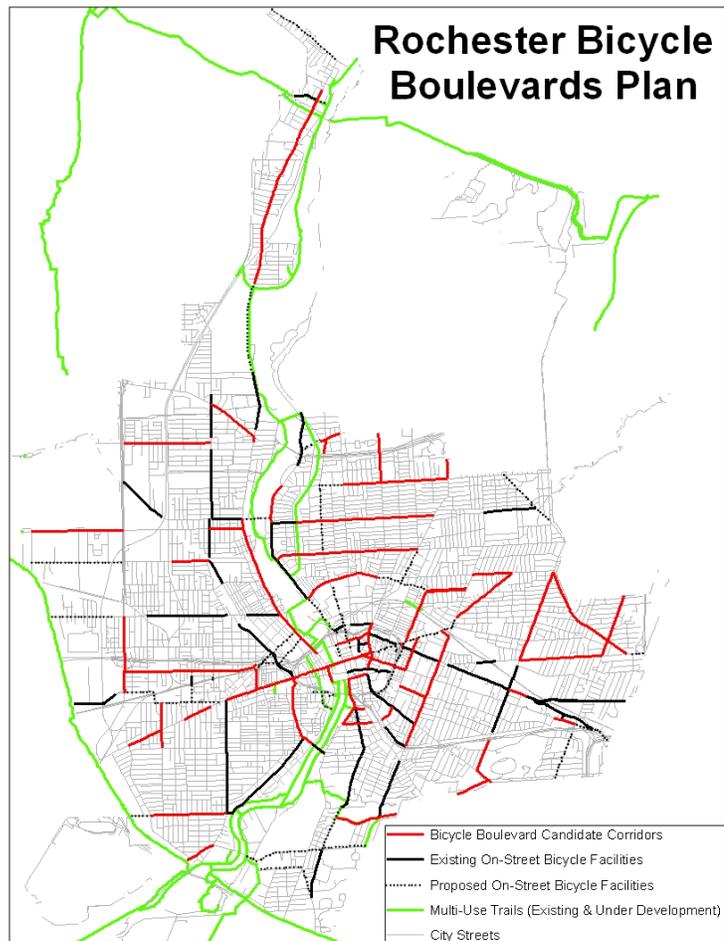
To develop a plan for parallel bicycle-friendly streets along and as alternatives to key arterial corridors characterized by high automobile traffic volumes, high parking demand, and/or constrained rights of way which make standard on-street bicycle lanes difficult to achieve.

B. Study Area

The Bicycle Boulevards Plan study area generally covers the entire City, including neighborhoods containing the highest concentrations of minority, low-income, and/or Limited English Proficiency populations in the region. Key destinations as identified in the Rochester Bicycle Master Plan (BMP), including Downtown and the University of Rochester, will be served by the Bicycle Boulevard Plan.

The Rochester Bicycle Boulevard Plan will develop recommendations for creating a network of bicycle boulevards in the City of Rochester with a focus on alternatives to streets for which on-street bicycle facilities are challenging and/or to provide connections between key destinations.

The adjacent map presents the Project Study Area in greater detail, including initial candidate corridors.



C. Background

The City of Rochester completed the Rochester Bicycle Master Plan (BMP) in January 2011 to guide the City's investment in on-street bicycle facilities and bicycle-supportive services. A major product of the BMP is a prioritized list of arterial and collector streets for on-street bicycle improvements. Many of the City's arterial and collector streets possess high traffic volumes, high parking demand, and/or constrained rights-of-way which make bicycle enhancements such as on-street bicycle lanes or shared-use lanes difficult to achieve. In such cases, the development of a parallel or "one-off" network of low-traffic, bike-friendly streets should be considered.

Bicycle boulevards, also known as "neighborhood greenways," are a series of inter-connected streets which have been modified to provide enhanced accommodation as through streets for bicyclists while discouraging through automobile traffic. The BMP identified bicycle boulevards as an increasingly-popular technique nationwide and recommended that the City pursue their implementation locally. Additionally, the City adopted a Complete Streets Policy in November 2011; completion and implementation of this plan will aid the City in compliance with this Policy. The 2012 *AASHTO Guide for the Development of Bicycle Facilities* and the *NACTO Urban Bikeway Design Guide* both provide guidance on this emerging technique. Tucson (AZ), Madison (WI), and Portland (OR) are just a few of the cities that have pioneered this treatment nationally.

The Rochester Bicycle Boulevard Plan will develop recommendations for creating a network of bicycle boulevards in the City of Rochester with a focus on alternatives to streets for which on-street bicycle facilities are challenging and/or to provide connections between key destinations. Identification of adjacent, low-volume neighborhood streets as bicycle boulevards will greatly enhance Bicycle Level of Service in these difficult corridors and in so doing, will greatly strengthen bike friendliness in our city.

The Plan will coordinate with towns surrounding the city, as appropriate, to ensure an integrated bicycle boulevard system where corridors may cross municipal lines. Public participation will be a key feature of the study to identify priority destinations and bicycle boulevard routes. The Plan will be used by the City to select Bicycle Boulevards for implementation as part of existing City street programs, especially the Neighborhood Traffic Calming Program, or to seek funding for bicycle boulevards through other sources.

D. Study Participants

Study participants include, but are not limited to, representatives from: the City of Rochester, Monroe County Department of Transportation, New York State Department of Transportation, Genesee Transportation Council, and the Rochester Cycling Alliance.

A Project Advisory Committee consisting of the Study Participants will provide continuity and oversight.

E. Study Tasks

The following scope of services is required for the Rochester Bicycle Boulevards Plan:

1. Study Coordination

Conduct a minimum of four Project Advisory Committee (PAC) meetings, including the kickoff meeting, over the course of the project. Additional meetings/interviews with relevant individuals and organizations, especially neighborhood groups, may be necessary.

2. Develop Prioritization Criteria and Select Plan Corridors

Recognizing that it would be impractical to evaluate the universe of potential Bicycle Boulevard corridors in the city all at once, the Consultant will work with the PAC to develop agreed-upon prioritization criteria and select a reasonable number of high priority corridors for further study.

- a. Summarize national bicycle boulevard design guidance and experience to familiarize PAC members and the general public with the concept.
- b. Develop draft prioritization criteria for bicycle boulevard implementation, focusing first on those corridors that were identified in the Rochester Bicycle Master Plan as being challenging to implement on-street bicycle improvements upon. Prioritization criteria should consider population and employment density, connectivity to key destinations, proximity to alternative bicycle-friendly corridors, equity, etc.
- c. Review draft prioritization criteria with PAC and obtain PAC concurrence.
- d. Using the approved prioritization criteria, select a reasonable number of high priority corridors for further study
- e. Conduct Public Meeting #1.

In conjunction with this task, the Consultant will conduct the first of two Public Meetings to solicit feedback on the prioritization criteria and selected corridors, and obtain input on existing conditions along these corridors.

3. Identify Potential Bicycle Boulevards and Analyze Existing Conditions

- a. Upon selection of priority corridors and consideration of public comment, identify potential parallel "one-off" local streets which could serve as designated Bicycle Boulevards.
- b. Inventory relevant plans and studies, including the City's Street Maintenance program and any known development projects, which may impact the proposed Bicycle Boulevards.
- c. Inventory available data relevant to the proposed Bicycle Boulevards and perform spot data collection where critical gaps are identified. Necessary data may include:
 - i. Traffic conditions (e.g., traffic volumes, trucks, bicyclists, pedestrians, etc.)
 - ii. General facility conditions (e.g., pavement, sidewalks, lighting, signals, bridges, etc.)
 - iii. Crashes (i.e., most recent three years of available data).
- d. Analyze data to identify potential areas of concern, including capacity and accident analyses where necessary, along the proposed Bicycle Boulevards.

4. Make Recommendations and Produce Draft Rochester Bicycle Boulevards Plan

Recommend a Draft comprehensive program of signage and infrastructure for the proposed Bicycle Boulevards, including estimated costs, as well as an implementation plan and suggestions for education and outreach.

- a. Based on the findings of Tasks 2 and 3, identify a series of Bicycle Boulevards which meet the goal of greatly enhancing bicycling conditions in the selected corridors. Recommend a comprehensive program of signage and infrastructure improvements for each proposed Bicycle Boulevard, including concept-level cost estimates.
- b. Develop an implementation plan including branding/marketing concepts and suggestions for public education and outreach.
- c. Compile all findings in a Draft Rochester Bicycle Boulevards Plan.
- d. Conduct Public Meeting #2.

In conjunction with this Task, the Consultant will conduct the second of two Public Meetings to solicit input on the draft recommendations. Draft recommendations and associated

improvements will be presented to the community in the form of drawings, photo and/or video simulations, and other visual techniques to convey information (i.e., “visualization”). The Consultant will ensure that the Project Advisory Committee has a reasonable opportunity to review and comment on any draft recommendations before they are presented to the public.

5. Produce Final Rochester Bicycle Boulevards Plan

Based on the second public meeting and final input received from the Project Advisory Committee, the Consultant will make appropriate revisions to the Draft Plan and produce a Final Rochester Bicycle Boulevards Plan. The Consultant will also prepare an Executive Summary of the Plan for use by policy and decision makers.

- a. Produce Final Rochester Bicycle Boulevards Plan.
- b. Produce an Executive Summary of the Rochester Bicycle Boulevards Plan.

F. Products

The following documents, data, and other information represent the primary deliverables expected to be produced over the course of the Rochester Bicycle Boulevards Plan development:

1. Final Rochester Bicycle Boulevards Plan containing recommendations for infrastructure improvements, signage, cost estimates, and an implementation plan including suggestions for public education and outreach.
2. Interim reports containing detailed information on prioritization and existing conditions.
3. Executive Summary suitable for policy-makers.
4. Electronic files created for the project, including data, documents, presentations, etc.
5. Meeting agenda and minutes.

G. Project Schedule

Notification to the successful firm is anticipated on Wednesday, July 18, 2013. The target completion date is Friday, May 30, 2014. The City may alter its timeframes as necessary.

H. Project Funding

The maximum contract amount for this project (UPWP Task #8761) is \$65,000. The budget includes Federal transportation planning funds; all Federal requirements apply.

I. Proposal Format / Requirements

Proposals must be succinct and in no case exceed 12 pages, inclusive of requirements #1 through #6 below. Pages must be numbered. Boilerplate and glossy promotional materials are discouraged; any such materials deemed necessary should be included as a separate appendix and may or may not be considered as part of the evaluation. Proposals exceeding 12 pages for requirements #1 through #6 below will be disqualified from consideration.

1. Firm Identification & Qualifications (Envelope 1: Technical Proposal)

Provide a brief description of the Consultant's firm, size and organizational structure, number of full-time and part-time employees, area of practice, and number of years the firm has been in the business of conducting the described services. Provide a brief description of the Consultant's qualifications for this project including a short history of the Consultant's experience in similar projects. The firm's background, resources (financial and personnel), and capabilities in the relevant areas shall be described.

2. Project Understanding (Envelope 1: Technical Proposal)

A demonstration of the Consultant's understanding of the proposed project and its various tasks must be submitted as part of the Proposal.

3. Technical Approach, Scope of Work, and Schedule (Envelope 1: Technical Proposal)

Provide a detailed description of the Consultant's proposed technical approach and scope of services for the completion of the tasks identified in Section E of this RFP. The Consultant may propose alternate tasks that will meet the study objectives. A preliminary schedule for completing the study along with key study tasks should be included.

The Consultant has the option to identify a subset of the scope of work (See Section E) that is a stand-alone product that can be achieved in a high-quality fashion within the specified budget. This product must include a follow-on strategy to complete the project, as presented in this RFP, in a subsequent study. The City of Rochester will pursue the follow-on strategy contingent upon the availability of additional funding.

4. Project Staffing (Envelope 1: Technical Proposal)

The proposal should include information on how the Consultant proposes to staff this project. This should include identification of the Consultant's **key** project team members by name, field of expertise, specific responsibilities on the project and the estimated number of hours they will work on the project. Include any relevant experience, such as the number of similar projects the employee has directly participated in.

5. Recent Clients (Envelope 1: Technical Proposal)

The proposal must include a list of the three (3) most recent clients for whom the Consultant has provided services similar to those required herein. The list should include the name, address, and telephone number of the client contact person. Identify when work was performed and the type of work and services performed. These references may be contacted.

6. Federal, State, DBE Requirements (Envelope 1: Technical Proposal)

The Consultant must show that it is certified to do business in the State of New York and that it can comply with all standard federal and state contracting requirements. The Consultant should also indicate whether the firm or any Sub-Consultants for the study have status as a certified minority/women-owned/disadvantaged business enterprise in the State of New York.

7. Price Proposal (Envelope 3: Price Proposal)

The Consultant's Price Proposal should set forth the fee for services and the method of calculating the rates for the different services to be provided. This Price Proposal shall be for a firm fixed price for the services and associated materials to be provided.

Required Forms

1. Required Forms (Envelope 2: Required Forms)

All Proposals must be accompanied by the following executed documents:

- REQUIRED FORM A – Certification Regarding Lobbying
- REQUIRED FORM B – Subcontractor Information
- REQUIRED FORM C – Acknowledgement of Authority to Submit Proposal
- REQUIRED FORM D – Non-Collusion Affidavit
- REQUIRED FORM E – Eligible Bidder Certificate
- REQUIRED FORM F – Affidavit of Non-Discrimination
- REQUIRED FORM G – Affirmative Action Program Questionnaire
- REQUIRED FORM H – Offeror’s Information
- REQUIRED FORM I – Debarment and Suspension Certification
- REQUIRED FORM J – Compliance under Executive Order 127 in New York State Finance Law Section 139-k

Please note: the completed Required Forms will not count towards the 15 page maximum for the Proposal submission.

J. Disadvantaged Business Enterprise (DBE)

In the event that subcontractors are utilized for this contract, Consultants shall make a good faith effort to utilize qualified DBE contractors for sub-consulting opportunities. Only those DBE firms that are certified by the New York State Department of Transportation as DBE Firms qualify under this provision. In accordance with Federal regulations, Consultants shall demonstrate and document their good faith efforts to utilize certified DBE firms.

To obtain a listing of certified DBE firms or information about the New York State Department of Transportation’s DBE Certification Program, contact:

New York State Department of Transportation
Office of Equal Opportunity Development and Compliance
50 Wolf Road; 1st Floor
Albany, NY 12232
Phone: (518) 457-1129 or (518) 457-1134
Fax: (518) 457-9678

K. Proposal Submittal

1. Eight (8) copies of the proposal must be received on or before **Thursday, May 23, 2013 at 4:00 PM**. Proposals should be addressed to:
Erik Frisch, Transportation Specialist
City of Rochester Bureau of Architecture & Engineering
30 Church Street, Room 300B
Rochester, NY 14614
2. The outside of the package should be clearly marked "**Rochester Bicycle Boulevards Plan**". The price proposal must be submitted in the same package, but it must be enclosed in a separate sealed envelope marked "**Price Proposal**" with the name of the proposing firm shown on the outside. Each firm is fully responsible for the timely delivery of its Proposal. Reliance upon mail or public carriers is at the firm's own risk. Proposals received after the time and date specified will not be considered.
3. This RFP does not commit the City of Rochester to award a contract, to pay for any costs incurred in the preparation of a proposal, or to pay for any costs incurred in the preparation of a contract for services. The City of Rochester reserves the right to accept or reject any or all proposals received, or to cancel, in part or in whole, this RFP.
4. Questions regarding clarification of the RFP must be submitted in writing, preferably by e-mail, on or before 4:00 p.m., Thursday, May 9, 2013. The City's response will be provided to all parties who requested or received a copy of the RFP and who provide the City with an e-mail address. A pre-proposal meeting will not be held in conjunction with this project.

Any questions regarding this RFP should be directed to:

Erik Frisch, Transportation Specialist
City of Rochester Bureau of Architecture & Engineering
30 Church Street, Room 300B
Rochester, NY 14614
Tel: (585) 428-6709
Fax: (585) 428-6253
E-Mail: erik.frisch@cityofrochester.gov

5. The Required Forms attached hereto must be submitted as part of the proposal. The Consultant must submit one (1) separately bound set of completed Required Forms (see Section I) in the same package, but it must be enclosed in a separate envelope marked "**Required Forms**" with the name of the proposing firm shown on the outside.

Please note: the Required Forms will not count toward the maximum page limit for proposals and questions regarding clarification of the Required Forms are not subject to the submission date in Section K.4.

Proposal Evaluation

The Evaluation Team (City of Rochester staff and key study participants) will review and rank the technical proposals using the factors listed below to select the preferred Consultant. Based upon the evaluation of the technical proposals, the City of Rochester reserves the right to invite any or all Consultants for an interview with the Evaluation Team before making a final selection. Such an invitation does not commit the City of Rochester to pay any costs incurred in participating in said interview. The City may request additional information from any or all Consultants as necessary to assist the City in evaluating the proposals.

This RFP may be withdrawn by the City for any reason; the City shall have no liability for any costs incurred in preparing a proposal. The selection of a Consultant is within the City's sole discretion, no reasons for rejection or acceptance of proposals are required to be given. Consultant selection will be based on qualifications, not solely on cost, as described below.

The evaluation factors are:

Project Team:

Experience of the proposed project manager and staff with all aspects of the proposed Rochester Bicycle Boulevards Plan project scope, including: bicycle planning, traffic engineering and transportation planning, preferably with experience developing bicycle boulevards; knowledge of the project area; conducting, leading, and managing stakeholder groups and public meetings.

Proposal:

Quality and appropriateness of the proposal to the project scope. The proposal will be reviewed on a basis of knowledge, creativity, experience, and understanding of the following aspects of the project (not all inclusive – the Consultant can and should elaborate):

- Bicycle transportation planning
- Bicycle Boulevards
- Visualization
- Traffic Calming
- Pedestrian and Transit considerations
- Knowledge of local conditions/trends
- Interagency coordination
- Advisory committee and public meetings

Firm :

Experience with and prior performance of principal consultant and all sub-consultants on bicycle transportation planning studies, including other bicycle boulevard plans, and their impacts on multi-modal traffic operations, safety, economic development, and quality of life.

Price

Once the Evaluation Team has selected the preferred Consultant, that Consultant's price proposal will be opened to ensure that the proposal does not exceed the maximum available project budget

(see Section H). In the event that the preferred Consultant's price proposal exceeds the maximum available budget, the Evaluation Team will select a new preferred Consultant based on the factors listed above. This process will be repeated until a preferred Consultant whose price proposal does not exceed the maximum available budget is selected.

Professional Services Agreement

The successful firm will be required to enter into a Professional Services Agreement (PSA) with the City. The PSA form is attached hereto. City Council approval of this PSA is required.

g:/div/tran/upwp/13/bikeblvds/bikeboulevardsplanrfp.doc

REQUIRED FORMS

DISADVANTAGED BUSINESS ENTERPRISE CLAUSE

IN ACCORDANCE WITH CFR 49 PART 26, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND TITLE 49 CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION, SUBTITLE A, OFFICE OF THE SECRETARY, PART 21, NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION ISSUED PURSUANT TO SUCH ACT, AND SECTION 105 (F) OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AND SECTION 10g (c) OF THE SURFACE TRANSPORTATION AND UNIFORM RELOCATION ASSISTANCE ACT (STURAA) OF 1987, HEREBY NOTIFIES ALL BIDDERS THAT IT WILL AFFIRMATIVELY INSURE THAT IN REGARD TO ANY CONTRACT ENTERED INTO PURSUANT TO THIS ADVERTISEMENT, DISADVANTAGE BUSINESS ENTERPRISES (DBE) WILL BE AFFORDED FULL OPPORTUNITY TO SUBMIT BIDS IN RESPONSE TO THIS INVITATION AND WILL NOT BE DISCRIMINATED AGAINST ON THE GROUNDS OF RACE, COLOR, SEX, NATIONAL ORIGIN, MARITAL STATUS, RELIGION, OR AGE IN CONSIDERATION FOR AN AWARD.

IT IS THE POLICY OF THIS AGENCY THAT DBEs SHALL HAVE THE MAXIMUM OPPORTUNITY TO PARTICIPATE IN THE PERFORMANCE OF CONTRACTS FINANCED IN WHOLE OR IN PART WITH FEDERAL FUNDS.

The term **“Disadvantaged Business Enterprise (DBE)”** as used in this program means a small business concern (a) which is at least 51 percent owned and controlled by one or more of the presumptive group of socially and economically disadvantaged individuals, or in the case of any publicly-owned business, at least 51 percent of the stock of which is owned and controlled by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

The term **“Small Business Concern”** as used in this program means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

The term **“Disadvantaged Person”** as used in this program means “socially and economically disadvantaged individuals”, means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Women; Black American (includes persons having origins in Mexico, Puerto Rico, Cuba, Portugal, Central and South America, the Dominican Republic, or Iberian peninsula; Native Americans (includes persons who are American Indian, Eskimo, Aleut, and Native Hawaiian); Asian Pacific Americans (includes persons having origins in Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, and the U.S. Trust Territories of the Pacific Islands and the northern Marinas); Asian-Indian Americans (includes persons whose origins are from India Pakistan and Bangladesh) and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act, as amended (15 U.S.C. 637 (a)).

The term **“Social Disadvantage”** as used in this program means a condition which is directly attributable to a persons’ color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual’s control. It is a condition which is rooted in treatment the individual has experienced in American society (not in other countries) and which has negatively affected, his or

her entry into/advancement in the business world. This condition must be chronic, long-standing, and substantial and must have been personally suffered by the individual.

The term **“Economic Disadvantage”** as used in this program means a condition of socially-disadvantaged individuals which impedes their ability to compete in the free enterprise system due to diminished capital and credit opportunities as compared to others in the same or similar line of business and competitive market area who are not socially disadvantaged.

The term **“Owned and Controlled”** as used in this program means a business that is (1) a sole proprietorship legitimately owned by an individual who is disadvantaged, a minority, or a woman; (2) a partnership of joint venture controlled by above persons and in which at least 51% of the beneficial ownership interest is held by these persons; or (3) a corporation or other entity controlled by above persons and in which at least 51% of the beneficial ownership interests legitimately are held by these persons; and (4) a corporation or other entity in which the disadvantaged or women-participation extends to the management and daily business operations insuring ownership and control.

The term **“Joint Venture”** as used in this program means an agreement between two (2) entities engaged in a single specific business venture for joint profit. An association of two (2) or more businesses to carry out a single business enterprise for profit in which they combine their property, efforts, skills, and knowledge. This association is limited in scope and duration and not on a continuing or permanent basis for conducting business. A Joint Venture cannot be certified as a DBE regardless of the percentage of DBE participation. Only the partner firm that is owned and controlled by socially and economically disadvantaged individuals and meet the eligibility standards set forth in this section can be certified as a DBE (as appropriate). The DBE partner must be responsible for a clearly defined portion of work to be performed and shared in the ownership, control, management’s responsibilities, risks, and profits of the joint venture. Only the DBE’s partner’s participation will be credited toward the DBE goal. Contract awards to businesses that are joint ventures with DBE components shall be counted towards fulfilling this agency’s DBE participation goals on the basis of percentage ownership for the eligible DBE in the joint venture. Where DBE ownership is 51 percent or greater, 100 percent of the dollar value is counted. Each DBE partner in a joint venture shall complete and submit all necessary ownership documentation and information which may be requested in order to substantiate its eligibility as a bona fide DBE.

The term **“Certification”** used in this program means the process by which a business is determined to be a bona fide Disadvantage Business Enterprise (DBE).

EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity. In connection with the execution and performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to assure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, disability, marital status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with Executive Order 11246, and unless otherwise exempt under the rules, regulations, subject to the requirements of the Equal Employment opportunity Clause as set forth in FPR 1-12.803.2, said clause being herewith incorporated into this Contract by reference.

In support of. Equal Employment Opportunity Contract Compliance Requirements, all Bids/Proposals shall be accompanied by the following executed documents.

1. Affidavit of Non-Discrimination
2. Employer Information Report (EEO-1)
3. Bidder/Proposer's Policy Statement on Equal Employment
4. Affirmative Action Questionnaire

THIS AGENCY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS; TO RE-ADVERTISE FOR BIDS; TO WAIVE ANY INFORMALITIES IN THE BIDS RECEIVED; AND TO ACCEPT ANY BID OR PROPOSAL DEEMED TO BE MOST FAVORABLE TO THIS AGENCY.

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY FEDERAL & STATE CONTRACT COMPLIANCE REQUIREMENTS

1. Policy. It is the policy of this agency and the Department of Transportation (hereinafter, "DOT") that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
2. DBE Obligation. This agency and its Contractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, this agency and its Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantage business enterprises have the maximum opportunity to compete for and perform contracts. This agency and their contractor shall not discriminate on the basis of race, color, religion, marital status, disability, age, national origin, or sex in the award and performance of DOT assisted contracts.
3. During the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follow:
 - a. Compliance with Regulations: The Contractor shall comply with the Regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation ("DOT") Title 48, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations). Which are herein incorporated by reference and made a part of this contract.
 - b. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to non-discrimination on the grounds of race, color, sex, marital status, disability, age, or national origin.
4. Equal Employment Opportunity. In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, marital status, age, disability, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, marital status, age, disability, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, training, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.
5. Disadvantaged Business Enterprise. In connection with the performance of this contract, the Contractor will cooperate with this agency in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its

best efforts to insure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for the subcontract work under this contract.

6. Disadvantaged Business Enterprise. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as this agency deems appropriate.

7. Prompt Payment. The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from this agency. The prime Contractor agrees further to return retainage payments to each subcontractor thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of this agency. This clause applies to both DBE and non-DBE subcontractors.

NON-COLLUSION PROPOSAL CERTIFICATION

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.

1. The prices in this proposal have been arrived of independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder, or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

DATE: _____

CONTRACTOR: _____

CERTIFICATION OF ELIGIBILITY

The _____ hereby certifies that it is not
Name of Contractor

included on the United State Comptroller General's Consolidated List of Persons or Firms
Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard
Provisions.

SIGNED: _____

TITLE: _____

DATE: _____

REQUEST FOR PROPOSALS

The following subcontractor(s) are proposed for utilization in the above project.

<u>NAME & ADDRESS OF SUBCONTRACTOR</u>	<u>SCOPE OF WORK TO BE COMPLETED</u>	<u>\$ VALUE OF WORK TO BE SUBCONTRACTED</u>
1. _____ _____ _____	_____ _____ _____	\$ _____

Signature of Subcontractor: _____

2. _____ _____ _____	_____ _____ _____	\$ _____
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Signature of Subcontractor: _____

3. _____ _____ _____	_____ _____ _____	\$ _____
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Signature of Subcontractor: _____

4. _____ _____ _____	_____ _____ _____	\$ _____
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Signature of Subcontractor: _____

Contractor shall not assign, transfer, or otherwise dispose of this Agreement, or any parts hereof, or its rights, title or interest herein, to any person, company, or corporation without prior written consent of this agency.

The Contractor and Subcontractor(s) hereby certify that all subcontracts contain all the provisions of the prime contract.

SIGNATURE OF SUBCONTRACTOR: _____

DATE: _____

AFFIRMATIVE ACTION PROGRAM QUESTIONNAIRE

Suppliers, Subcontractors, etc., EEO Status Report

Supplier's Name _____ Phone _____

Street Address _____ State _____

Zip Code _____ Number of Employees _____

This Firm is:

_____ Independently Owned & Operated

_____ An Affiliate) Parent Company _____
or)

_____ A Subsidiary) OF Address _____
or)

_____ A Division) _____

_____ Small Business

_____ Large Business

	Seller Has	Seller Has Not
Held contracts or subcontracts subject to the Equal Opportunity Clause of Executive Order 11246		
Filed the Equal Employment Opportunity Information Report EEO-1 for the period ending March 31		
Filed Equal Employment Opportunity Information Report EEO-1 when required		
Developed a written Affirmative Action Program		

Seller's Equal Employment Opportunity Program Has _____ Has not _____ been subject to a Government Equal Opportunity Compliance Review. If so when, _____.

Seller acknowledges receipt of the notice to prospective subcontractors of requirement for certification on non-segregated facilities and certifies _____ does not certify _____ compliance with that requirement.

Signature _____

Title _____ Date _____

NON-DISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, age, marital status, disability, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, disability, marital status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff, or training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices, to be provided setting forth the provisions of this non-discrimination clause.
2. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, marital status, or national origin.
3. The Contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to all employees and applicants for employment
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts of federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTE: THIS IS A SAMPLE ONLY

YOUR COMPANY'S EEO POLICY STATEMENT MUST ACCOMPANY THIS PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

TO: ALL EMPLOYEES
FROM: CHIEF EXECUTIVE OFFICER

The statement used by the Chief Executive officer should include, but not be limited to the following:

- Equal Employment Opportunity for all persons, regardless of race, creed, color, national origin, physical disability, religion, sex, or age is a fundamental company policy.
- A requirement of Affirmative Action in order to overcome effects of past discrimination.
- Responsibility for the EEO Program is assigned to a major company executive.
- Affirmative Action will affect all employment practices including (but not limited to) recruiting, hiring, transfer, promotions, training, compensation benefits, layoffs, and terminations
- A requirement for goal-setting programs with measurement and evaluation factors similar to other programs within the company.
- The company will periodically analyze its personnel actions to insure compliance with this policy.
- Statement signed by the Chief Executive Officer.

BIDDER'S INFORMATION

NAME OF FIRM: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NUMBER: _____

STATUS: (check one) DBE _____ NON-DBE _____

AGE OF FIRM: _____

ANNUAL GROSS RECEIPTS OF FIRM: _____

DATE: _____

REQUIRED FORM H

Section D - EMPLOYMENT DATA

Employment at this establishment-Report all permanent full-time or part-time employees including apprentices and on the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all pages and in all columns. Blank spaces will be considered zeros.

NUMBER OF EMPLOYEES

JOB CATEGORIES	Overall Totals Sum of Col A. thru K	Male					Female					
		White Not of Hispanic Origin	Black Not of Hispanic Origin	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Origin	White Not of Hispanic Origin	Black Not of Hispanic Origin	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	
		A	B	C	D	E	F	G	H	I	J	K
Officials and Managers 1												
Professionals 2												
Technicians 3												
Sales Workers 4												
Office and Clerical 5												
Craft Workers Skilled 6												
Operatives (Semi-Skilled) 7												
Laborers (Unskilled) 8												
Service Workers 9												
Total 10												
Total employment reported in previous EEO-1 report 11												

(The trainees below should also be included in the figures for the appropriate occupational categories above)

Form of White Collar on the job	12
Production trainees	13

NOTE: Omit questions 1 and 2 on the Consolidated Report.

- Date(s) of payroll period used:
- Does this establishment employ apprentices?
 - 1. Yes
 - 2. No

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)

1. Is the location of the establishment the same as that report last year? <input type="checkbox"/> 1. Yes <input type="checkbox"/> 2. No <input type="checkbox"/> 3. No report last year 2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> 1. Yes <input type="checkbox"/> 2. No <input type="checkbox"/> 3. No report last year	Office Use Only
--	-----------------

3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units and other pertinent information

Check One

Section G-CERTIFICATION (See instructions G)

- 1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
- 2. This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date		
Contact Person for this Report	Address (Number and street)				
Title	City/State	Zip Code	Telephone Area Code	Number	Ext.

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII
 WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE TITLE 18, SECTION 1001

CITY OF ROCHESTER
PROFESSIONAL SERVICES AGREEMENT (PSA) FORM

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, is made this __, day of _____, 201__, 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 after referred to as the "City" and _____ with offices located at _____, hereinafter to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide _____, hereinafter referred to as "the Project", and

WHEREAS, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A.

SECTION 2. CITY RESPONSIBILITIES

SECTION 3. TERM

The duration of the agreement will be from _____

SECTION 4. FEE

SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

B. The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

SECTION 6. INDEMNIFICATION

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester 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 Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

SECTION 7. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

This Agreement shall be void and of no effect unless the Consultant 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 or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers Compensation coverage has been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

SECTION 8. EQUAL OPPORTUNITY

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations.

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant 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 Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.
2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all

applicable Federal and State Equal Opportunity laws and regulations.

3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

SECTION 9. COMPLIANCE WITH ALL LAWS

The Consultant shall familiarize itself and comply with all applicable laws, ordinances and regulations of all federal, state and municipal governments or the legally constituted agencies thereof.

SECTION 10. AUDIT

The Consultant agrees that to the extent provisions of the Federal Acquisition Regulations apply to services provided by Consultant under this Agreement, the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts. In all other instances, the City shall have the right during the term of this Agreement, and up to one (1) year thereafter, to inspect all relevant records related to invoices submitted by Consultant or Fee modifications requested by Consultant.

SECTION 11. PROHIBITION AGAINST ASSIGNMENT

The parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of both parties. However, Contractor may assign its rights to receive payment upon prior written approval of the City unless otherwise prohibited by law.

SECTION 12. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 13. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

SECTION 14. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 15. LAW

This Agreement shall be governed by and under the laws of the State of New York. 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 16. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, 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 City from enforcing each and every term of this Agreement thereafter.

SECTION 17. 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 18. DEBARMENT AND SUSPENSION

The Consultant 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 sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

SECTION 19. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the parties in accordance with this clause in whole, or from time to time in part, whenever either party shall default in the performance of this Agreement in accordance with its terms. Upon termination due to City's default, Consultant shall be paid that part of the fee proportionate to the amount of services provided by Consultant under this Agreement as of the date of default. Upon termination due to Consultant's default, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

SECTION 20. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement are equal to or greater than \$50,000, or involves retention by the Consultant of fees equal to or greater than \$50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder to a value equal to or greater than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 21. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Consultant 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.

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

CITY OF ROCHESTER

BY: _____
Thomas S. Richards - Mayor City of Rochester

CONSULTANT

Name:
Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 2012, before me the subscriber, Thomas S. Richards, personally known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him 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 _____, 2011, 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