ROCHESTER POLICE DEPARTMENT
CITY OF ROCHESTER, NY

Police Chief Michael L. Ciminelli

Request For Proposals

Farrier Services
Rochester Police Department Mounted Unit

Captain John Koonmen
Special Operations Division
Public Safety Building
185 Exchange Blvd.
Rochester, New York 14614

SECTION I – SCOPE OF SERVICES

1.1 PURPOSE:

The Rochester Police Department (RPD) is soliciting proposals for Farrier services for the Rochester Police Department Mounted Unit. The Mounted Unit consists of five (5) horses, which are kept at a stable facility located at 184 Verona Street in the City of Rochester.

1.2 ISSUING OFFICE:

This Request For Proposals (RFP) is issued by RPD, and RPD is the sole point of contact in the City of Rochester for the RFP. All questions regarding proposals will be directed in writing (preferably by email) to:

Mary Ann Papaleo
Public Safety Building, 6th Floor
185 Exchange Blvd.
Rochester, New York 14614

E-mail: mp5025@cityofrochester.gov
Telephone inquiries: 585-428-7055
Fax: 585-428-6406

All questions and responses received will be shared with all who have indicated intent to submit a proposal, and have provided an e-mail address.

1.3 SCOPE OF SERVICES TO BE PROVIDED:

Each proposal shall provide for the following services and requirements:

A. Service providers must be certified by the American Farriers' Association.

B. Provide blacksmithing, shoeing, and hoof care for horses assigned to the Mounted Unit including:
   a. 4 New Shoes
   b. 4 Resets
   c. 2 New/2 Resets
   d. Borium
   e. Drill Tech
   f. Pads
   g. Trim

C. Such services shall be performed at the Mounted Unit's facility at 184 Verona Street in the City of Rochester, or at other location(s) as agreed upon by the City and the Service Provider.

D. Must provide emergency services for horses 24 hours per day, seven days per week, including holidays, upon request of RPD.

E. Must provide 2-Hour Emergency Response, upon request of RPD.

1.4 SERVICE EXPERIENCE DATA

On average, the horses require shoeing every 6 weeks during the winter, and every 5 weeks in warmer weather. Additional services, such as resettings and/or repairs, will be required as necessary throughout the year. The total number of annual visits is approximately 15.

1.5 TERM OF AGREEMENT

The term of an agreement for services shall be for one (1) year commencing in July or August 2014. Thereafter, upon the mutual agreement of both the Rochester Police Department and the service provider this contract may be renewed annually, for up to four (4) additional and consecutive one (1)-year periods.

SECTION II – PROPOSAL SUBMISSIONS

2.1 FORMAT

All proposals must be submitted in the format set forth below in order to assist a uniform review process.

2.1.1 Title Page

The title page will reflect the RFP subject, name of the company, address, contact person's name, telephone number, email address, and fax number.

2.1.2 Signature

All proposals submitted MUST include a signature by an individual who is authorized to bind the Company to a service agreement.

2.1.3 Table of Contents

The proposal must contain a Table of Contents that indicates the material included in the proposal and corresponding page numbers.

2.1.4 Description of Company

Provide a brief history and description of the Company, including a copy of the most recent annual report, the size of the business, number of employees, annualized dollars of payroll, and number of years in existence.

Discuss the leadership of your organization and cite accomplishments of individuals who will provide direct oversight of services to be proposed for this contract.

2.1.5 Experience

Provide a summary of the Company's experience in farrier services.

Describe experience with contracts that are similar in size to RPD, and experience with law enforcement agencies in New York State.

Provide additional information that may distinguish your company from competitors. Include a list of current clients, including a contact person and telephone number for each account, date of original contract and expiration for each, number of renewals, size of business, and a dollar amount of each contract.

2.1.6 Presentation

All potential service providers may be requested to provide on-site presentations in addition to their written proposals at the sole discretion of RPD.

2.1.7 Response to Scope of Services to be Provided (Section 1.3 above)

List each of the items outlined in Section 1.3 using the same lettering/numbering as shown above. Affirm your organization's intent to comply as written, provide information regarding your firm's recommendations for fulfilling the requirement, or provide information needed to evaluate your firm's ability to meet RPD's needs.

2.1.8 Cost Proposal

The cost proposal section must include all costs associated with the firm's plan to carry out the requested service. See Appendix A for cost proposal form.

2.2 SUBMISSION OF PROPOSALS

Four (4) copies of a written proposal are to be submitted to:

Mary Ann Papaleo
Public Safety Building, 6th Floor
185 Exchange Blvd.
Rochester, New York 14614
mp5025@cityofrochester.gov

All proposals must be received by, or postmarked by, **5:00 PM on Monday, June 9, 2014**.

2.3 SCHEDULE

Deadline for submission of proposals:	**June 9, 2014**
Selection of Service Provider:	**June 16, 2014**
Start date for service provision:	**July 1, 2014 or August 1, 2014**

SECTION III – REVIEW OF PROPOSALS

3.1 All proposals will be reviewed by a committee appointed by the Chief of Police or the Chief's designee.

3.2 Criteria for Selection of a successful proposal will be:

1. Professional qualifications and certification to perform the requested services.
2. Experience with provision of Farrier services in general, and to police horses in particular.
3. Service provider's demonstration of a knowledgeable and effective approach to Farrier services, and demonstration of knowledge of the specific needs of RPD.
4. Ability to provide requested services with adequate staff and resources.
5. Verifiable experience providing personnel to respond on an emergency basis for the purpose of delivering services.
6. References from other agencies that have used services provided by agency.
7. A proposal that is complete, covering all points mentioned in the scope of services section of the RFP.
8. A Cost Proposal that is reasonable and realistic.
9. Preference will be given to service providers located in the City of Rochester through an additional weighting of 10%.

3.3 At the sole discretion of RPD, potential Service Providers may be requested to provide on-site presentations in addition to their written proposals. Participation in a presentation upon such a request is voluntary. Any expenses resulting from such an interview would be the sole responsibility of the potential service provider.

3.4 All responding service providers will be notified of the outcome of the review.

SECTION IV – OTHER PROVISIONS

4.1 There will not be a pre-proposal conference or meeting.

4.2 RPD reserves the right to alter the schedule in its sole discretion.

4.3 RPD reserves the right to contact service providers submitting proposals to obtain additional information, or to clarify information submitted, to assist in evaluating a proposal.

4.4 RPD may amend this RFP upon notification to all potential vendors.

4.5 The selection of the service provider is within the City of Rochester's sole discretion. No reasons for rejection or acceptance of proposal are required to be given, and the decision will not be based solely on price.

4.6 This Request for Proposal may be withdrawn by RPD for any reason at its sole discretion; neither RPD nor the City of Rochester shall have any liability for any costs incurred for preparing or presenting a proposal.

4.7 The Proposal and all materials submitted with the Proposal shall become the property of the City of Rochester, and will be subject to the provisions of the New York State Freedom of Information Law (FOIL). Any proprietary information submitted with the proposal must be clearly identified, and request to keep such information confidential must be submitted with the Proposal.

4.8 The successful service provider will be required to enter into a City Professional Services Agreement (PSA), a copy of which is attached to this RFP as Appendix B. The City reserves the right to modify the sample PSA as contained in Appendix B prior to approval and execution of the Agreement.

4.9 All PSAs that exceed $10,000, including multiple agreements with the same service provider for the same or similar services that may result in an aggregate cost in one fiscal year that exceeds $10,000, require approval by the City Council.

APPENDICES

A. Format for Cost Proposal
B. Copy of the Standard City of Rochester Professional Service Agreement

APPENDIX A: Cost Proposal Format

SERVICE	COST
4 New Shoes	
4 Resets	
2 New/2 Resets	
Borium	
Drill Tech	
Pads	
Trim	
Other	

Appendix B: Standard City of Rochester Professional Service Agreement

AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, is made this __, day of _____, 2014, 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:_____
Lovely A. Warren - Mayor, City of Rochester

CONSULTANT

_____
Name:
Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____day of _____, 2014, before me the subscriber, Lovely A. Warren, personally 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 _____, 2014, 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