



**ROCHESTER SCHOOLS MODERNIZATION  
PROGRAM - PHASE 2**

**REQUEST FOR PROPOSALS FOR  
INDEPENDENT COMPLIANCE OFFICER**

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The Rochester Joint Schools Construction Board, on behalf of Rochester Schools Modernization Program, is seeking proposals for Independent Compliance Officer (ICO) Services related to Phase 2 of the Program.

**Issued on April 5, 2016**



**Rochester Joint Schools Construction Board**  
Facilities Modernization Program  
1776 N. Clinton Ave.  
Rochester, NY 14621



**Rochester Joint Schools Construction Board**  
1776 N. Clinton Avenue, Rochester, New York 14621  
Telephone: 585-512-3806

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## REQUEST FOR PROPOSAL

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**Date:** April 5, 2016

**From:** Rochester Joint Schools Construction Board  
Thomas Renauto, Executive Director

**Send Proposal to:** Rochester Joint Schools Construction Board  
Thomas Renauto, Executive Director  
1776 N. Clinton Avenue  
Rochester, NY 14621  
Tel. (585) 512-3806

**Submit Questions to:** trenauto@aol.com

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### RFP SCHEDULE

|    |  |                           |
|----|--|---------------------------|
| 1. | RFP issued to service providers/potential responders   | April 5, 2016             |
| 2. | Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.                           | April 15, 2016            |
| 3. | Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: <a href="http://www.rcsdk12.org/rsmp">www.rcsdk12.org/rsmp</a> | April 20, 2016            |
| 4. | <b>Submittal Deadline for Request for Proposals.</b>   | April 27, 2016 at 2:30 pm |
| 5. | Shortlist Firms notified of interviews   | May 4, 2016               |
| 5. | Interviews with short listed firms (anticipated).  | May 12, 2016              |
| 6. | Award (anticipated).   | June 6, 2016              |

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## 1.0 PURPOSE OF REQUEST FOR PROPOSAL

The **Rochester Joint Schools Construction Board** (RJSCB) on behalf of the Rochester City School District (RCSD) seeks the services of an independent compliance officer/firm (ICO) with expertise in business and workforce compliance monitoring, data tracking and verification, accounting, reporting, and forensic analysis.

The Rochester Schools Modernization Program (RSMP) is governed by the Rochester Joint Schools Construction Board to modernize the Rochester City Schools. **Phase 2 of the program includes up to 25 Schools and a District-Wide Technology Project valued at \$435 million.**

**This RFP is specific to RSMP Phase 2, in accordance with Chapter 533 of the Laws of New York enacted on December 17, 2014.** Although it is the intent of the RJSCB to award these services to one firm, the RJSCB reserves the right to issue contracts to multiple service providers that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired.

Section 11 of the enabling legislation requires “the compliance officer shall: develop, implement, advertise, promote and monitor policies and procedures to utilize and provide sufficient MWBE, DBE and skilled minority employment resources participation opportunities to be followed by prime contractors and subcontractors for such projects; review, modify if necessary, and approve the preliminary diversity plan established pursuant to section five of this act; provide technical assistance to potential MWBE and DBE contractors and subcontractors interested in bidding on any such projects; obtain and maintain records and documentation to confirm compliance with any requirements contained in the approved diversity plan, for any such project; identify contractors in non-compliance with any such requirements contained in the approved diversity plan or in violation of any federal, state and local laws, rules or regulations; monitor and report the upward/downward price adjustment and payment amounts to MWBEs and DBEs listed on contractors utilization plan for any such project; develop and work with the RJSCB to enforce agreed financial or monetary sanctions for any contractor's non-compliance with the MWBE/DBE utilization master plan.”

It is anticipated that the selected firm(s) will review documents prepared for the business and workforce participation goals of these projects; observe and monitor execution of these goals by all professional service providers, consultants, vendors, suppliers, prime contractors, and all lower tier sub-contractors; inspect as required; perform required monitoring and reporting; payment verification; participate in the Business Opportunities Program being developed by the Program Manager including M/WBE training and support; coordination with prime contractors and subcontractors during and after bids; meetings with prime contractors and subcontractors during projects on payment and compliance issues; and document conditions according to applicable program requirements. The various services shall include but not be limited to: business utilization monitoring, workforce participation monitoring, City of Rochester resident monitoring, field verification, certified payroll review, any fund and/or benefit contributing, and program report verification.

All services will be provided in accordance with the governing laws of the State of New York, the New York State Education Department, the City of Rochester, the Rochester Joint School Schools Construction Board, and the Rochester City School District. The services to be provided will include compliance with all due dates and deadlines, coordination with RJSCB/RCSD internal departments and outside consultants, as well as monitoring of all required policies and procedures for the proper and successful administration under the direction of the appropriate RJSCB representatives.

## **2.0 DISTRICT INFORMATION**

The Rochester City School District is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 700,000. The RCSD serves approximately 30,000 students in pre-Kindergarten through grade 12. It operates in approximately 52 Buildings. The RCSD currently employs approximately 7,500 employees. The District budget for 2015-16 is approximately \$798M.

## **3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD INFORMATION**

The seven-member RJSCB was established by legislation to oversee the Rochester School Modernization Program, which is a multi-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities.

The estimated \$1.2 billion RSMP is expected to span approximately 15 years. Construction of projects began in 2012. The remaining Phase 1 projects (School 12 and Monroe High School) are currently under construction and are scheduled to be completed in the summer of 2016.

It is anticipated that the Phase 2 Master Plan will receive approval from the New York State Education Department by May 2016. In parallel to the Master Plan work, the District recently authorized the RJSCB to begin design work on two “Early Start” Phase 2 projects: East High School and Monroe High School. Starting design work at these projects is critical in order to support the District’s new program strategy and delivery model at East High School and to connect the Phase 1 and Phase 2 projects at Monroe High School. The students at Monroe High School are currently in swing space during implementation of the Phase 1 project at Monroe. In addition, architectural services for Schools #7 and #16 have been awarded which will complete the “Phase 2a” group of projects. All other Phase 2 projects are subject to change pending Maximum Cost Allowance (MCA) discussions with New York State Education Department.

## **4.0 SCOPE OF SERVICES AND SCHEDULE OF SERVICES**

The Rochester Joint Schools Construction Board seeks an Independent Compliance Officer (individual or firm) that will be hired by, and report directly to, the RJSCB. The ICO will sit on the Board as a non-voting member. The ICO will be an individual/firm with an in-depth knowledge base and breadth of experience conducting minority and women-owned business enterprise (MWBE), and disadvantaged business enterprise (DBE), compliance monitoring for public contracts within New York State, including school districts. The ICO shall be familiar with all rules, laws and regulations pertaining to affirmative action and equal opportunity hiring in the construction field.

### **DETAILED SCOPE OF SERVICES**

**The Independent Compliance Officer shall:**

- Monitor all contracts entered into by the RJSCB;
- Implement, promote, and monitor policies and procedures to utilize and provide sufficient MWBE, DBE, and skilled minority and women workforce employment that will be followed by all prime contractors and subcontractors;

- Review, make recommendations, and modify if necessary, the preliminary diversity plan established by the RJSCB pursuant to Section Five of the enabling legislation;
- Provide technical assistance to potential MWBE and DBE contractors and subcontractors interested in bidding on any such projects;
- Obtain and maintain records and documentation to confirm prime contractor and subcontractor compliance with any requirements contained in the approved diversity plan and the front-end requirements for the construction contracts, for any such project;
- Provide regular monthly reports to the RJSCB for business and workforce participation on all projects. Reports to include professional service firms, contractors, vendors, and suppliers. Reports to indicate current month status, overall project status to date, and each individual firm's performance;
- Identify, in regular reports to the RJSCB, all contractors in non-compliance with any such requirements or goals contained in the approved diversity plan or in violation of any federal, state and local laws, rules or regulations;
- Monitor and report the upward/downward price adjustment and payment amounts to MWBE, and DBE firms listed on the contractors' utilization plan for any such project;
- Work with the RJSCB to develop, implement and enforce penalties and/or other action against any contractors for non-compliance with the MWBE and DBE utilization goals;
- Work jointly with the Program Manager to manage any such project to ensure that any requirements or goals contained in the approved diversity plan are met;
- Prepare annual and other reports as may be specified and required by the RJSCB;
- Develop and recommend strategies to create and coordinate efforts to ensure a more diverse workforce for projects approved for Phase 2 by the RJSCB;
- Provide monitoring and reporting of Rochester resident workforce participation;
- Verify contractor payments to Rochester Careers in Construction Inc. or other entity where construction industry funds are contributed;
- Meet with Rochester Building Trades' leadership on a regular basis to discuss compliance issues and workforce participation;
- Compare and verify certified payroll reports submitted by all prime contractors and subcontractors with monthly utilization reports;
- Verify payments to MWBE and DBE subcontractors and consultants reported on monthly compliance reports;
- Coordinate all reporting through the RJSCB Executive Director;
- Inform RJSCB Executive Director, the Program Manager, and the Construction Manager if a

professional service firm, contractor, vendor, supplier, or other entity under contract with the RJSCB has been identified as underperforming, and recommend and implement recovery strategy for such underperformance;

- Keep records of all prime contractor requests for labor on each project;
- Monitor all professional service firms and contractors' contract values for increases which could negatively impact achievement of the business utilization goals, and work with firms to maintain the goals throughout the course of the project;
- Review front-end contract specifications relating to MWBE requirements prior to any RJSCB bid;
- Review and verify bids and/or proposals received for compliance with project requirements/goals;
- Participate in de-scope meetings with the Program Manager, Construction Manager, Architect, and bidder(s);
- Participate in construction progress meetings as necessary to discuss compliance issues or to provide assistance/training to contractors regarding project reports;
- Make recommendations to the RJSCB for award or rejection of bids;
- Review business utilization plans submitted throughout the course of the project for compliance;
- Verify M/WBE and DBE certifications with New York State;
- Verify contractor compliance with requirements set forth in the project labor agreement (PLA);
- Participate in Request for Proposal (RFP) preparation for goods and services to be procured by the RJSCB;
- As a non-voting RJSCB Member, attend and participate in monthly committee meetings and board meetings;
- When necessary, facilitate meetings with contractors to bring resolution to compliance issues;
- Maintain complete and accurate project files for all projects;
- Participate in the Business Opportunities Program (BOP) as developed by the Program Manager for Phase 2 including: business and community outreach sessions for business and workforce participation, project informational sessions, and training sessions for firms that wish to participate in the project;
- Provide project close-out report to the RJSCB for each project detailing the performance of each professional service firm and contractors' business and workforce participation;
- Payment verification for M/WBEs;
- Coordination with prime contractors and subcontractors during and after bids.

## **SCHEDULE OF SERVICES AND TERM OF CONTRACT**

The Independent Compliance Officer will begin work immediately upon contract award by the RJSCB, anticipated for June 2, 2016 for the duration of Phase 2, which is anticipated to be complete in December 2021.

Please see Attachment C: Preliminary Phase 2 Schedule.

### **5.0 PROPOSAL**

The Independent Compliance Officer/Firm providing Independent Compliance Officer Services shall provide full-time staffing for the duration of the Phase 2 Program.

#### **Proposal Requirements:**

- 1) Provide proof that the firm is duly licensed or registered to perform the requested services in the State of New York.
- 2) Provide a detailed staffing plan indicating each project and understanding of the project schedule.
- 3) Cost Proposal:
  - a) Provide a cost for the total value for the work. The proposal must indicate all levels of staff being proposed, the rates for each person, the hours for each person for the duration of the project.
  - b) Provide per hour rates for the following personnel:
    - Project executive
    - Senior compliance officer
    - Compliance officer
    - Administrative support
    - Any additional categories not listed here

**\* all consumables such as office supplies, copies, etc. necessary carry out the performance of the work are not considered reimbursable. Costs should be factored into the total value for the work.**

Independent Compliance Officer shall:

- Cooperate with the Owner, Program Manager, RCSD, the City of Rochester, architects engineers, construction manager, and construction contractors.
- Provide qualified personnel, as required, upon notice.
- Perform specified on-site inspections.
- Understand the project specifications/requirements.
- Monitor and ascertain compliance with the specifications/requirements.
- Keep records and submit reports for Independent Compliance Officer Services.
- Participate in business and community outreach sessions and the Business Opportunity Program currently being developed by the Program Manager.

The RJSCB reserves the right to revise the scope of services prior to the execution of a contract to: (1) reflect changes arising out of this proposal process; (2) incorporate any RJSCB requirements adopted after the publication of this Request for Proposal, and (3) incorporate any other changes it deems necessary.

The proposer must include in their proposal their acknowledgment and acceptance that work not listed in the scope of services may be required during construction. RJSCB requested changes to the scope of work will be negotiated during the project and the contract will be amended as necessary.

**Billing Procedures:** The Independent Compliance Officer, including but not limited to Independent Compliance Officer Services as indicated herein, will be reimbursed on a unit cost/hourly basis up to the lump sum defined in the proposal. Additional services may be authorized, if necessary, with advance notification from the Executive Director. The Independent Compliance Officer is to submit invoices monthly indicating the job name, with the name of each staff member and their associated hours and rates.

**Reimbursable expenses:** Mileage expenses for local travel to job sites/meetings within the Rochester area are non-reimbursable expenses. No reimbursable expenses will be allowed unless there is pre-approval from the RJSCB Executive Director.

## **6.0 RECORDS AND REPORTS**

All reports shall be formatted per direction of the Executive Director. Monthly, interim and final project reports shall clearly identify each project. General information to be provided for all reports generated includes the following:

- Project Title
- Date/Period of monitoring
- Workforce participation summary (total hours to date for professional services and construction)
- Monthly workforce participation summary for professional services and construction
  - Include a breakdown by ethnicity
- Monthly workforce participation summary for construction only
  - Include a breakdown by ethnicity
  - Business utilization summary (total dollars to date for professional services and construction)
  - Include a breakdown for each category (MBE, WBE, and DBE)
- Monthly Rochester resident participation summary for each project based on actual addresses (zip code)
- Detailed report for business utilization and workforce participation for each professional service firm, vender, supplier, and contractor

## **7.0 DISTRIBUTION OF REPORTS**

The Independent Compliance Officer shall submit reports to the Executive Director for review, a minimum of 5 days prior to the monthly Board meeting.

## **8.0 FINAL REPORT OF COMPLIANCE**

At the completion of each individual school project, the Independent Compliance Officer shall submit a report of compliance to the Executive Director/RJSCB indicating conformance with the compliance requirements for the project and shall describe non-conforming conditions not mitigated or resolved. The report shall include final business and workforce compliance data all professional service firms, contractors, vendors, and suppliers associated with the individual school project.

At the completion of all projects in Phase 2, the Independent Compliance Officer shall compile all reports into a final report of compliance for the project.

The Independent Compliance Officer shall submit the final report of compliance to the Executive Director/RJSCB.

## **9.0 COMMUNICATION**

The Independent Compliance Officer shall immediately notify the professional service firm, contractor, vendor, or supplier by telephone and via e-mail of conditions failing to comply with the compliance requirements of the Contract Documents.

The Independent Compliance Officer shall immediately notify the Executive Director and Program Manager of conditions found to be in non-conformance with the compliance requirements of the Contract Documents. If the non-conforming condition is not corrected by the offending entity within the following month, the Independent Compliance Officer shall notify the Executive Director and Program Manager and issue a formal non-conformance letter to the offending entity. If the non-conformance is not corrected within 10 days of the letter, the Independent Compliance Officer shall notify the Executive Director and Program Manager and make any necessary recommendations.

## **10.0 OWNER RESPONSIBILITIES**

Owner will provide the Independent Compliance Officer with a copy of the Comprehensive School Facilities Modernization Plan and the Preliminary Diversity Plan for Phase 2.

Owner will provide the Independent Compliance Officer with a copy of each individual school project specifications manual (the contract front-end documents) including the M/WBE requirements.

Owner will provide the Independent Compliance Officer with a contact list for the overall RMSP project.

Owner will provide the Independent Compliance Officer with a copy of the enabling legislation.

## **11.0 CONTRACTOR RESPONSIBILITIES**

Contractor shall cooperate with the Independent Compliance Officer and his/her agents so that monitoring may be performed without hindrance.

Contractor shall provide Independent Compliance Officer with updated utilization plan(s) (DP-1 forms), including detailed explanations/reasons for changes, for review and approval by the Independent Compliance Officer.

Contractor shall provide monthly business and workforce diversity reporting (DP-3 and DP-3a forms), certified payroll reports, and Rochester Careers in Construction reports to the Independent Compliance Officer.

Contractor is responsible to pay union dues, benefits, payroll, and other required fees to the appropriate union hall(s).

Contractor is responsible to pay Rochester Careers in Construction or other entity identified in the Project Labor Agreement.

Contractor is responsible to formally request labor from the unions to meet the diversity goals of the project, copy requests to the Independent Compliance Officer and to keep all records of such requests.

Contractor is responsible for compliance with the Project Labor Agreement.

## 12.0 RFP REVIEW CRITERIA

The written responses to the following points shall be used as criteria by the RJSCB for developing a list of finalists for interview and/or for final selection. Please specifically identify the following for consideration that relate to the project(s) for which the firm is submitting a fee proposal(s):

1. Relevant Independent Compliance Officer Services experience over the past 10 years.
2. Experience working with School Districts of similar size.
3. Location of business operations for team members in the greater Rochester area.
4. If partnering with another firm or consultant, whether the team members have worked together on previous projects.
5. Specific team members assigned to the project along with their professional background, experience and qualifications.
6. References received on behalf of the firm as well as for the individual project team members.
7. Ability to meet the goals set forth in the Preliminary Diversity Plan.
8. Document Quality (i.e. completeness, accuracy) **(SUBMIT SAMPLES FOR REVIEW)**.
9. Adherence to the RJSCB's policies, procedures, and standards.
10. Flexibility to the Owner's changes.
11. Adherence to the project schedule.
12. Coordination with the RJSCB Executive Director, Program Manager, and construction managers.
13. Describe the firm's familiarity and understanding of the Rochester Schools Modernization Project and the program's diversity goals for business utilization and workforce participation.

The RJSCB, with its Program Manager, will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which firm can provide the most effective services as an experienced Independent Compliance Officer Services Provider. **Minority-owned and women-owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in Section 17 of this RFP.** Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

The RJSCB reserves the right to reject any and all proposals, and to request clarification of information from any firm submitting a proposal. In addition, the RJSCB reserves the right to award the contract to the consultant(s) to its own advantage and to negotiate compensation with the preferred consultant(s).

### 13.0 RESPONDING TO THE RFP / QUALIFICATIONS

**13.1 Submission.** Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the Rochester Joint Schools Construction Board located at 1776 N. Clinton Avenue, Rochester, NY 14621; Attention: Tom Renauto, Executive Director no later than 2:30 pm on **April 27, 2016**.

**13.1.2** The RJSCB reserves the right to award contracts to one or more firms upon the recommendation of the Executive Director and Program Manager. All of the aforementioned scope of services shall be required of the selected and assigned firm(s).

**13.1.3** Unit prices/Hourly Rated for services should be submitted on the enclosed form.

**13.2 Statement of Qualifications.** Statement of qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration for Independent Compliance Officer Services. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below. **The statement shall bear the signature and title of an authorized representative of the proposer.**

Résumés of compliance monitors shall be submitted with the proposal and shall identify individuals' experience. It is expected that monitoring and reporting will be performed by agents who have relevant experience in the category indicated.

The responding firm shall disclose current or past business relationships or any potential conflict of interest with professional service firms, contractors or subcontractors whose work will be monitored.

Each submittal shall include a statement of proposer's qualifications in the form provided in this RFP on the stationery of the proposing firm.

**The following information should be provided on the proposer's stationery and submitted with the proposal.** All questions must be answered and the data given must be clear and comprehensive. The proposer may submit any additional information he/she desires.

1. Name of proposer
2. Permanent main office address
3. Date of organization
4. Legal form of ownership. If a corporation, date of incorporation
5. Number of years engaged in the services to be provided under the company's present name
6. Experience in work similar in scope of services, and in importance to this proposal
7. List not less than three (3) client references for who services similar to this Request for Proposal are currently, or have previously been provided. Include for each client:
  - Name of organization
  - Appropriate gross cost of agreement
  - Date services started
  - Services being provided
  - Responsible official, address and telephone number of person available as a reference.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?

10. Describe any pending litigation or other factors that could affect your organization's ability to perform this agreement.
11. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB.
12. Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.
13. **Sample Reports.** Examples/samples of the firm's deliverables for the following should be included in the RFP: monthly compliance reports, close-out reports.
14. **Fee Proposal.** Please provide a total value for the work. Refer to the schedule attached for hourly rates.

**Preparation Costs.** All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the proposer.

#### 14.0 INSURANCE REQUIREMENTS/INDEMNIFICATION/CONFLICTS OF INTEREST

**14.1 Insurance Policies:** The Independent Compliance Officer Services contract that will be entered into for the work on this project will have the following insurance requirements. All respondents to this RFP are presumed to be able to meet these requirements:

##### **Commercial General Liability Limits**

|   |             |
|---|-------------|
| Per Occurrence Limit:   | \$1,000,000 |
| General Aggregate (other than Products/Completed Operations): | \$2,000,000 |
| Products and Completed Operations:                            | \$2,000,000 |
| Personal and Advertising injury:                              | \$1,000,000 |
| Fire Damage Legal Liability:                                  | \$ 300,000  |
| Medical Payments, any one person:                             | \$ 10,000   |

**Business Automobile:** \$1 million per accident

**Professional Liability Insurance:** \$1 million per claim / \$2,000,000 aggregate

**Workers' Compensation:** Statutory amount

**Employer's Liability:** \$500,000.00

**Excess/Umbrella** (for general aggregate and auto liability only): \$5 million

**14.1.1** The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) Days notice of cancellation is required. Selected firms are responsible for the payment of all insurance premiums.

**14.1.2** All liability policies (excluding workers compensation and professional) shall also include the following as additional insured on a primary and non-contributory basis: Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); the Bond Issuer; the Bond Trustee; and Savin Engineers, P.C. A waiver of subrogation in favor of Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); and Savin Engineers, P.C.; applies to general liability; automobile liability; umbrella and worker's compensation (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent - to be attached to certificate). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. Policies shall include a 30 day notice of cancellation to Rochester Joint Schools Construction Board (RJSCB). Copies of all other endorsements to be attached to the certificate.

**14.2 Indemnification & Hold Harmless:** The selected Independent Compliance Officer will be required to agree to the indemnity provisions that are included in Section 8 of the proposed Agreement between Owner and ICO which is attached hereto.

**14.3 Conflicts of Interest:** The selected Independent Compliance Officer will not be permitted to perform services for any other party who is working on the Phase 2 Program, except for the RJSCB. The selected Independent Compliance Officer will also not be permitted to enter into any contracts other than this one for the Phase 2 Program.

## **15.0 INTERVIEW/SELECTION PROCESS**

Proposals will be reviewed and evaluated by a panel composed of RSMP and RJSCB staff and board members, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time, and location. **It is anticipated that firms will be notified by 2pm on May 4, 2016 regarding interviews, which are scheduled for May 12, 2016.** The RJSCB reserves the right to waive any interviews if the panel believes that interviews are not necessary for their selection and in the best interest of the RJSCB. Final selection of the firm(s) is expected to occur at the RJSCB meeting on **June 6, 2016.**

## **16.0 QUESTIONS**

Prospective proposers are entitled to ask questions about the RFP and the nature of the services being solicited in accordance with the procedure for the submission of such questions specified in this RFP. In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to **trenauto@aol.com** by **12:00 noon on April 15, 2016**. Submitted questions and answers will be provided to all solicited firms via email by addendum by **April 20, 2016**, barring any unforeseen circumstances.

## **17.0 EQUAL EMPLOYMENT OPPORTUNITY and DIVERSITY PROGRAM**

**17.1 Policy Statement.** The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of RSMP contracts.

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

**17.2. Diversity Goals.** The RJSCB is committed to providing women, minorities, women and minority-owned businesses, and disadvantaged businesses with equal opportunities in the performance of RSMP contracts. In order to achieve the business development goals of the RSMP diversity program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above-stated commitment of the RJSCB regarding the participation and use of women, minorities, women and minority owned business and disadvantaged businesses. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

- **Minority Workforce:** 22 % of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- **Female Workforce:** 8% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff

The RJSCB is also committed to the meaningful participation of qualified minority-owned, women-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$20,000 or more, the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- **Minority-Owned Business entities (MBE's)** shall participate in a minimum of 20% of each contract or purchase order
- **Women-Owned Business entities (WBE's)** shall participate in a minimum of 7% of each contract or purchase order
- **Disadvantaged Business entities (DBE's)** shall participate in a minimum of 3% of each contract or purchase order
- **Small Business entities (SBE's)** shall participate in a minimum of 3% of each contract or purchase order

## 18.0 PROCUREMENT PROCESS

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between the Board and an offerer/bidder during the procurement process. **An offerer/bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the procurement contract by the Board (restricted period), to other than the Board's procurement officer (Procurement Officer) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).** The Board's Procurement Officer for this governmental procurement, as of the date hereof, is identified in this Request for Proposals. Board

employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period; the offerer/bidder is debarred from obtaining government procurement contracts. Further information about these requirements may be obtained from the Procurement Officer.

**Procurement Officer:**

Thomas Renauto  
Executive Director

Rochester Joint Schools Construction Board  
1776 N. Clinton Avenue  
Rochester, NY 14621  
Phone: (585)-512-3806

\*\*\* END \*\*\*

## APPENDIX A

### CERTIFICATION OF NON-COLLUSION IN BIDDING

By submission of this bid, 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 knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any 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; and
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.

BY

\_\_\_\_\_  
\*LEGAL NAME OF FIRM OR CORPORATION

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE/DATE

## APPENDIX B

### OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j (6) (b)

#### Background:

State Finance Law §139-j (6) (b) provides that:

Every Governmental Entity (including, voluntarily, the Rochester Joint Schools Construction Board, the "Board") shall seek written affirmations from all Offerers as to the Offerer's understanding of an agreement to comply with the Board's procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law §139-j(3).

#### Instructions:

In connection with all proposals, bids, RFP's, etc., the Board must obtain the following affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance Law §139-j and §139-k:

*Offerer affirms that it understands and agrees to comply with the Rochester Joint Schools Construction Board's Procurement Disclosure Policy, which Policy conforms to the requirements of State Finance Law §139-j (3) and §139-j(6)(b).*

BY

\_\_\_\_\_  
\*LEGAL NAME OF FIRM OR CORPORATION

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE/DATE

\*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

## APPENDIX C

### OFFERER CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW §139-K (5)

By signing below, I certify that all information provided to the Rochester Joint Schools Construction Board with respect to State Finance Law §139-k is complete, true and accurate.

|   |   |
|---|---|
| _____<br>*LEGAL NAME OF FIRM OR CORPORATION | _____<br>SOCIAL SECURITY OR TAX ID NUMBER |
| _____<br>ADDRESS                            | _____<br>PHONE NO.                        |
| _____<br>CITY, STATE, ZIP CODE              | _____<br>FAX NO.                          |
| _____<br>NAME OF AUTHORIZED SIGNATURE       | _____<br>TITLE OF AUTHORIZED SIGNATURE    |

\*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

BY: \_\_\_\_\_  
(Sign)

DATED: \_\_\_\_\_, 20 \_\_\_\_

## APPENDIX D

### FORM OF OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

Date: \_\_\_\_\_

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?  
(Please circle):                      No                                      Yes  
If yes, please answer the next questions:
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?  
(Please circle):  
    No                                      Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle):  
    No                                      Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

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(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):  
    No                                      Yes
6. If yes, please provide details below:

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Add additional pages as necessary)

Offerer certifies that all information provided to the Rochester Joint Schools Construction Board with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**ATTACHMENT A:**

**FEE SUBMITTAL FORM**

**RSMP – Independent Compliance Officer Services**

TOTAL NOT TO EXCEED PRICE PROPOSAL FOR THE ROCHESTER SCHOOLS MODERNIZATION, INDEPENDENT COMPLIANCE OFFICER SERVICES \_\_\_\_\_.

TOTAL WRITTEN VALUE: \_\_\_\_\_(DOLLARS)

**Fee Breakdown by Project**

|                             | <b>Fee (\$)</b> |
|-----------------------------|-----------------|
| <b>Group 2A – 4 Schools</b> |                 |
|                             |                 |
| <b>Group 2B – 5 Schools</b> |                 |
|                             |                 |
| <b>Group 2C – 4 Schools</b> |                 |
|                             |                 |
| <b>Group 2D – 1 School</b>  |                 |
|                             |                 |
|                             |                 |
|                             |                 |
| <b>Total</b>                |                 |

**Additional Services Hourly Rates**

| <u>Title</u>                         | <u>Hourly Rate</u> |
|--------------------------------------|--------------------|
| <b>Principal/Executive in Charge</b> |                    |
| <b>Compliance Monitor</b>            |                    |
| <b>Administrative Support</b>        |                    |
| <b>Other</b>                         |                    |
| <b>Other</b>                         |                    |
| <b>Other</b>                         |                    |
| <b>Other</b>                         |                    |

## **ATTACHMENT B:**

### **DIVERSITY PROGRAM (“DP”) FORMS**

#### **INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:**

**1. DP -1: SCHEDULE OF EBE PARTICIPATION**

This form is to be completed and submitted with the response to the RFP. The selected respondent shall be required to resubmit its final version showing all those contractors and or vendors it has entered into agreement with to meet the goals for participation by Eligible Business Enterprises (“EBEs”), defined within the RSMP Diversity Plan (e.g., MBE’s, WBE’s and DBE’s).

**2. DP -2: EBE LETTER OF INTENT TO PERFORM**

This form is required of the selected contractor. The contractor must fill these out and secure signatures from all EBE firms being proposed as subcontractors.

**3. INSTRUCTIONS FOR DP-3 (MONTHLY EMPLOYMENT UTILIZATION REPORT)**

**4. DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT**

This form provides a monthly summary of employment manpower utilization. It is used to track the diversity of a particular contractor’s manpower and his responsiveness to the objectives illustrated in the Diversity Plan. The selected contractor is required to submit this form on a monthly basis.

**5. INSTRUCTIONS FOR DP-3a (MONTHLY EBE UTILIZATION REPORT)**

**6. DP – 3: MONTHLY EBE UTILIZATION REPORT**

This form provides a monthly summary of work provided by EBE’s listed in the Utilization Plan (DP-1). The selected contractor is required to submit this form on a monthly basis.

**7. PROMISE OF NON-DISCRIMINATION**

**8. EBE ASSURANCE STATEMENT**

This form is to be completed and submitted with the response to the RFP.

**9. GOOD FAITH EFFORTS CHECKLIST**

In the event that the percentage goals for EBE utilization goals have not been met as indicated in the DP-1 “Schedule of EBE Participation” (a/k/a, “EBE Utilization Plan”), this checklist must be completed to indicate the efforts that Bidder/ Proposer undertook in attempting to meet Diversity Program goal.

|   |                            |  |  |                                   |
|---|----------------------------|--|--|-----------------------------------|
| <b>EBE UTILIZATION PLAN (DP-1)</b>  |                            | <b>Rochester Schools Modernization Program</b>   |  |                                   |
| <b>1. Project :</b>   |                            | <b>2. Bidding on Contract No./Contract Description</b>   |  |                                   |
| <b>3. Bidding contractor Name / Address / Phone No. / Fax No. / FEIN</b>  |                            | <b>4. Bid Submittal Date (MM/DD/YY)</b>  |  |                                   |
|   |                            | <input type="checkbox"/> <b>Original DP-1</b> <input type="checkbox"/> <b>Revised DP-1</b><br><div style="text-align: right;">Rev. Date: _____, 20__</div> |  |                                   |
| <b>Project Goals: MBE - 15%   WBE - 5%   DBE - 2%   SBE - 5%</b>  |                            |  |  |                                   |
| <b>6. Name/Address/Phone No. and FEIN of Proposed M/WBE, DBE or SBE</b>   | <b>7. Certified as EBE</b> | <b>8. Performance Category</b>   | <b>9. Scope of Services to be provided</b> | <b>10. Proposed Dollar Amount</b> |
|   |                            |  |  |                                   |
|   |                            |  |  |                                   |
|   |                            |  |  |                                   |
| <b>The undersigned, being an authorized representative of the bidding company, hereby certifies that the above information is accurate, and that bidder has received a proposal from, or discussed with, each of the M/WBE, SBE or DBE firms listed herein prior to the submission of the accompanying bid.</b>   |                            |  |  |                                   |
| <div style="margin-bottom: 20px;"> <b>[Bidding Company's Official Printed Name and Title]:</b><br/> <div style="border-bottom: 1px solid black; width: 250px; margin-top: 5px;"></div> </div> <div> <b>Authorized Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>The</b><br/> <b>ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder the amounts indicated above.</b> </div> |                            |  |  |                                   |

## EBE LETTER OF INTENT TO PERFORM / RSMP DP-2 FORM

*This form is to be completed and submitted to the ICO by the apparent successful bidder.*

RSMP PROJECT: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_

The undersigned has agreed to perform work in connection with the above project as:

\_\_\_\_\_ sole proprietorship (individual)

\_\_\_\_\_ a partnership

\_\_\_\_\_ a corporation

\_\_\_\_\_ a joint venture

Detailed description of work items to be performed by EBE:

\_\_\_\_\_ (indicate labor,  
supplier, broker, etc.) at the following price: \$ \_\_\_\_\_.

Please note all categories of the subcontractor/joint venture that apply:

\_\_\_\_\_ Disadvantaged Business Enterprise

\_\_\_\_\_ Minority-Owned Business Enterprise

\_\_\_\_\_ Small Business Enterprise

\_\_\_\_\_ Women-Owned Business Enterprise

The total value of EBE participation under this Joint Venture Agreement is \$\_\_\_\_\_.; which is  
\_\_\_\_\_ % of the total Proposal.

(Type or Print Name of subcontractor/Joint Venture) \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This EBE is currently certified as a MBE, WBE, DBE or SBE in the above-indicated performance category. **As evidence of this fact, attached is a certification letter from the appropriate certifying authority confirming the current MBE, WBE, DBE or SBE status and the applicable performance category. Failure to include said certification letter(s) to the satisfaction of the ICO is grounds for rejection of the proposed EBE.**

Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall immediately resubmit the necessary revised forms to the attention of the ICO for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the ICO and award and execution of a contract with RJSCB to the bidder.

\_\_\_\_\_  
Bidding contractor Company Name

\_\_\_\_\_  
Proposed EBE Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Phone Number

Phone Number

\_\_\_\_\_  
Company Officer Name & Title (Print)

\_\_\_\_\_  
Company Officer Name & Title (Print)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Company Officer Signature Date

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Company Officer Signature Date

**For RJSCB Use Only**

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ICO Signature

\_\_\_\_\_  
Date

**Instructions on Completion of the  
Monthly Employment Utilization Form (DP-3)**

1. *Project:* - name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_:* indicate the monthly period reporting on, i.e. JUL 2012. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting contractor Name/Address/Phone No./Fax No.* – name/address/phone/fax of reporting entity.
- 4a. *Reporting contractor is a ( ) 1<sup>st</sup> Tier -or- ( ) Lower Tier contractor:* the reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1<sup>st</sup> tier Project contract. If you are a first tier contractor leave blank or indicate N/A.
5. *Construction Trade Class.* – indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
6. (a) *Total All Hours by Trade M (Male) F (Female)* – under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotalling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotalling at after each trade, for this reporting period.  
(b – e) *Minority Hours by Trade M (Male) F (Female)* – under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotalling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotalling at after each trade, for this reporting period.
7. *Minority % of Total Hours – the percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie  $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$ .*
8. *Female % of Total Hours – the percentage of total female hours of all hours worked, the total number reported in 6a.F divided by the sum of total numbers reported in 6a. M and 6a.F. Only one figure for each trade classification. ie  $(6a.F / (6a.M + 6a.F))$*   
  
Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10.)
9. *Total Number of Employees* – total number of male and total number of female employees utilized in each trade and grade classification, subtotalling at after each trade, for this reporting period.
10. *Total Number of Minority Employees* – total number of male minority and total number of female minority employees utilized in each trade and grade classification, subtotalling at after each trade, for this reporting period.

11. *Reporting Company Official's Printed Name and Title* - reporting company official's printed name/ title.
12. *Reporting Company Official's Signature* – reporting company official's original signature. By signing this form, this individual is certifying that the information provided on the MWP-3 has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
13. *Date Signed:* - indicate date signed by reporting company official.
14. *Page:* - indicate page number and total number of pages submitted. Attached as many pages as necessary.

| MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP            |          |                                       |   |  |   |                             |   |  |   | ROCHESTER SCHOOLS MODERNIZATION PROGRAM  |   |                                     |                                   |                                     |                      |   |   |  |  |
|--|----------|---------------------------------------|---|--|---|-----------------------------|---|--|---|--|---|-------------------------------------|-----------------------------------|-------------------------------------|----------------------|---|---|--|--|
| 1. Project :   |          |                                       |   |  |   |                             |   |  |   | 2. Reporting Period (MMM / YYYY) _____ / _____   |   |                                     |                                   |                                     |                      |   |   |  |  |
| 3. Reporting contractor Name / Address / Phone No. / Fax No. |          |                                       |   |  |   |                             |   |  |   | 4a. Reporting contractor is a (    ) 1st Tier - or - ( X ) Lower Tier contractor<br>4b. Only if a lower tier contractor, indicate to whom you are a subcontractor: |   |                                     |                                   |                                     |                      |   |   |  |  |
| <b>Project Goals :</b>                                       |          |                                       |   |  |   |                             |   |  |   | <b>Minority - 20%</b>  |   |                                     |                                   |                                     | <b>Women - 6.9 %</b> |   |   |  |  |
| 5.<br><br>POSITION   | EMPLOYEE | 6a.<br><br>Total All Hours by Service |   | 6b.<br><br>Black <i>not of Hispanic Origin</i> (Hours) |   | 6c.<br><br>Hispanic (Hours) |   | 6d.<br><br>Asian or Pacific Islander (Hours) |   | 6e.<br><br>American Indian or Alaskan Native (Hours)   |   | 7.<br><br>Minority % of Total Hours | 8.<br><br>Female % of Total Hours | 9.<br><br>Total Number of Employees |                      | 10.<br><br>Total Number of Minority Employees |   |  |  |
|  |          | M                                     | F | M  | F | M                           | F | M  | F | M  | F | M                                   | F                                 | M                                   | F                    | M   | F |  |  |
|  |          |                                       |   |  |   |                             |   |  |   |  |   |                                     |                                   |                                     |                      |   |   |  |  |
|  |          |                                       |   |  |   |                             |   |  |   |  |   |                                     |                                   |                                     |                      |   |   |  |  |
|  |          |                                       |   |  |   |                             |   |  |   |  |   |                                     |                                   |                                     |                      |   |   |  |  |
|  |          |                                       |   |  |   |                             |   |  |   |  |   |                                     |                                   |                                     |                      |   |   |  |  |
|  |          |                                       |   |  |   |                             |   |  |   |  |   |                                     |                                   |                                     |                      |   |   |  |  |
|  |          |                                       |   |  |   |                             |   |  |   |  |   |                                     |                                   |                                     |                      |   |   |  |  |
|  |          |                                       |   |  |   |                             |   |  |   |  |   |                                     |                                   |                                     |                      |   |   |  |  |
|  |          |                                       |   |  |   |                             |   |  |   |  |   |                                     |                                   |                                     |                      |   |   |  |  |
|  |          |                                       |   |  |   |                             |   |  |   |  |   |                                     |                                   |                                     |                      |   |   |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |                                       |  |                          |  |
|--|--|--|--|--|--|--|--|--|--|--|--|---------------------------------------|--|--------------------------|--|
| Grand Total  |  |  |  |  |  |  |  |  |  |  |  |                                       |  |                          |  |
| <b>Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted Project site during the above noted month.</b> |  |  |  |  |  |  |  |  |  |  |  |                                       |  |                          |  |
| 11. Reporting Company Official's Printed Name and Title<br>_____<br>_____  |  |  |  |  |  |  |  | 12. Reporting Company Official's Signature<br>_____<br>_____ |  |  |  | 13. Date Signed<br>____ / ____ / ____ |  | 14. Page<br>____ of ____ |  |

INSTRUCTIONS FOR COMPLETING THE  
MONTHLY EBE UTILIZATION REPORT (DP-3a/RSMP) FORM

*This form must be submitted on a monthly basis. For the month under consideration, this form must be completed by every contractor/entity providing on-site labor engaged in work associated with the 1st tier contract scope.*

*For the purposes of completing this form, "on-site labor" is considered to include only labor hours consumed on the Project site in the production of physical work and direct supervision of such on-site work. This would specifically exclude any hours involved in hauling material/equipment deliveries to/from the Project site. The hours involved in the off/on loading of said deliveries would be included only if the personnel involved were not employees of the trucking company.*

Example – ABC Contracting is receiving an on-site material delivery from Acme Trucking. Acme's truck driver's hours would not be included on this form, but ABC's personnel who are responsible to unload this delivery would be included. If Acme personnel were responsible to unload this delivery, these hours would be excluded.

*For the month under consideration, each 1<sup>st</sup> tier contractor must submit a completed DP-3/RSMP form for each entity that has provided on-site labor engaged in work associated with the scope of the 1<sup>st</sup> tier contract. This submission shall be made as part of the monthly payment requisition package and to the ICO. If after the start and prior to the completion of the 1<sup>st</sup> tier contractor's scope, the 1<sup>st</sup> tier contractor does not submit a monthly payment requisition package, the 1<sup>st</sup> tier contractor shall either 1) forward a ("No-Labor") notice advising that there was no on-site labor utilized under its contract scope for the month under consideration or 2) shall forward completed DP-3/RSMP forms for the month under consideration. Whether submitting a monthly payment requisition package or not, DP-3/RSMP forms or "No-Labor" notice must be forwarded to the ICO.*

*In addition to required submissions noted above, the same submissions must be made by the 1<sup>st</sup> tier contractor directly to the ICO no later than the 5<sup>th</sup> day of the following month. (i.e. October 2012 DP-3's/RSMP or No-Labor Notice(s) must be received by November 5, 2012.)*

**DDP-3A**  
**MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT**  
**Rochester Schools Modernization Program**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Month                      Year

Project Name: School 28                      Original Contract: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_                      Current Contract: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_                      MBE % of Current Contract: \_\_\_\_\_  
 Address: \_\_\_\_\_                      WBE % of Current Contract: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_                      DBE % of Current Contract: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_                      SBE % of Current Contract: \_\_\_\_\_  
 Change Orders to Date: \_\_\_\_\_

| Subcontractor Name | MWBE<br>DBE/<br>SBE | Original<br>Subcontract | Change<br>Orders to<br>Date | Total Current<br>Subcontract<br>to<br>MWBE/DBE/<br>SBE | Amount Paid<br>to Date to<br>MWBE/DBE/<br>SBE | Total Amnt of<br>Invoices<br>Submitted<br>to Date | Cancelled<br>Checks<br>Submitted<br>to Date |
|--------------------|---------------------|-------------------------|-----------------------------|--|---|---|---|
|                    |                     |                         |                             |  |   |   |   |
|                    |                     |                         |                             |  |   |   |   |
|                    |                     |                         |                             |  |   |   |   |
|                    |                     |                         |                             |  |   |   |   |
|                    |                     |                         |                             |  |   |   |   |
|                    |                     |                         |                             |  |   |   |   |

1. DDP-3A is to be submitted monthly.  
 2. List all M/WBE/DBE/SBE subcontractors, even after their work is substantially complete.  
 3. When adding a subcontractor, attach a revised DDP-1 and DDP-2 to this form.  
 4. Attach invoices and cancelled checks to this form, if requested.

\_\_\_\_\_  
**Contractor Representative Signature**

## PROMISE OF NON-DISCRIMINATION

KNOW ALL MEN BY THESE PRESENTS, that I/we, \_\_\_\_\_,  
Title(s) \_\_\_\_\_, Name of Company \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Company"), in consideration of  
the privilege to submit Proposals on contracts funded, in whole or in part, by the Rochester  
Joint Schools Construction Board (herein, "RJSCB" or "Owner"), hereby consents, covenants  
and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise be discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Owner or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make Good Faith Efforts to solicit EBE's to do business with this Company;
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination or Good Faith Efforts to attain the EBE utilization Goals and reporting requirements, as made and set forth in this Section 00 43 31, shall constitute a material breach of contract entitling the Owner to declare the Contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Dated: \_\_\_\_\_  
(Authorized Company Representative Signature)

## EBE ASSURANCE STATEMENT

*To be filed on bidding company's letterhead and signed and dated by the Bidder.*

**Subject Proposal for** \_\_\_\_\_

The undersigned bidder, having submitted a proposal for the referenced project, if awarded the Contract, agrees that the EBE Utilization Plan (DP-1) submitted with the bid or as thereafter modified and approved by the ICO will be incorporated into the Contract upon submission of the EBE Letter of Intent to Perform. We are committed to ensure EBE participation in the manner indicated below as subcontractors, supplier or in joint venture partnership as follows:

### Representation of EBE Status

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax#: \_\_\_\_\_

Email: \_\_\_\_\_

FEIN: \_\_\_\_\_

### Work to be performed:

\_\_\_\_\_  
\_\_\_\_\_.

**Dollar amount:** \_\_\_\_\_

**Percentage of the Total Bid amount:** \_\_\_\_\_

**This subcontractor represents that it is / is not a certified  
MBE/DBE/WBE/SBE** (circle the appropriate status).

**This sub contractor is a (circle one): Sole proprietorship / individual /  
corporation / partnership / a joint venture**

### Contractor/Bidder acknowledgement:

The undersigned contractor/bidder represents that the above information is true and correct to the best of its knowledge:

Name of Contractor/Bidder firm: \_\_\_\_\_

Authorized representative: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

***\*\* EBE Assurance statement should be submitted on bidder's letterhead and must signed by bidder.***

## GOOD FAITH EFFORTS CHECKLIST

The Rochester Joint School's Board (RJSCB) welcomes your participation in the Rochester School's Modernization Program (RSMP). Your participation and support in complying with the goals for diversity set forth in the Diversity Plan is critical to the success of the Program. Pursuant to the requirements set forth in this Section and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by RJSCB, WE, \_\_\_\_\_ by Owner/Principal  
\_\_\_\_\_

Attest that we have exercised the following Good Faith Efforts in addition to my /our regular and customary solicitation process:

I/We have delivered written notice to three available certified EBE's for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.

I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.

I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by an EBE.

I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the EBE/, including the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

I/We have actively solicited, through sending letters or initiating personal contact, EBE's in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of EBE's for the RJSCB's contract under consideration.

I/We have advertised in publications of general circulation in the Rochester MSA trade publications and other media owned by, or otherwise focused or marketed to EBE's, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

(GOOD FAITH EFFORTS CHECKLIST continued...)

I/We have conducted discussions with interested EBE's in good faith, and provided the same willingness to assist EBE's as has been extended to any other similarly situated subcontractor.

I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Please identify below all subcontractors, suppliers, or a joint venture partner you invited to participate that declined.

1. Name of subcontractor/Vendor: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Offer to Participate: \_\_\_\_\_

Date Offer was declined: \_\_\_\_\_

Reasons Given for Declining:

\_\_\_\_\_

Please note all categories of ownership that apply:

\_\_\_\_ African American Business Enterprise

\_\_\_\_ Asian American Business Enterprise

\_\_\_\_ Hispanic American Business Enterprise

\_\_\_\_ Majority Enterprise

\_\_\_\_ Native American Business Enterprise

\_\_\_\_ Small Business Enterprise

\_\_\_\_ Women-Owned Business Enterprise

2. Name of subcontractor/Vendor: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Offer to Participate: \_\_\_\_\_

Date Offer was Declined: \_\_\_\_\_

Reasons Given for Declining:

\_\_\_\_\_

Please note all categories of ownership that apply:

\_\_\_\_ African American Business Enterprise

\_\_\_\_ Asian American Business Enterprise

\_\_\_\_ Hispanic American Business Enterprise

\_\_\_\_ Majority Enterprise

\_\_\_\_ Native American Business Enterprise

\_\_\_\_ Small Business Enterprise

\_\_\_\_ Women-Owned Business Enterprise

3. Name of subcontractor/Vendor: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address \_\_\_\_\_

Date of Offer to Participate: \_\_\_\_\_

Date Offer was Declined : \_\_\_\_\_

Reasons Given for Declining:

\_\_\_\_\_

Please note all categories of ownership that apply:

\_\_\_\_ African American Business Enterprise

\_\_\_\_ Asian American Business Enterprise

\_\_\_\_ Hispanic American Business Enterprise

\_\_\_\_ Majority Enterprise

\_\_\_\_ Native American Business Enterprise

\_\_\_\_ Small Business Enterprise

\_\_\_\_ Women-Owned Business Enterprise Name of subcontractor/Vendor

4. Name of subcontractor/Vendor: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address \_\_\_\_\_

Date of Offer to Participate: \_\_\_\_\_

Date Offer was Declined: \_\_\_\_\_

Reasons Given for Declining:

\_\_\_\_\_

Please note all categories of ownership that apply:

\_\_\_\_ African American Business Enterprise

\_\_\_\_ Asian American Business Enterprise

\_\_\_\_ Hispanic American Business Enterprise

\_\_\_\_ Majority Enterprise

\_\_\_\_ Native American Business Enterprise

\_\_\_\_ Small Business Enterprise

\_\_\_\_ Women-Owned Business Enterprise Name of subcontractor/Vendor

**ATTACHMENT C:**

**PRELIMINARY PHASE 2 SCHEDULE**

| <b>Project Name</b>           | <b>Design Schedule</b> | <b>Construction Start</b>            | <b>Construction Complete</b> |
|-------------------------------|------------------------|--------------------------------------|------------------------------|
| <b>Monroe High School (A)</b> | <b>2016</b>            | <b>2016</b>                          | <b>2017</b>                  |
| <b>School 7</b>               | <b>2016</b>            | <b>2017</b>                          | <b>2018</b>                  |
| <b>School 16</b>              | <b>2016</b>            | <b>2017</b>                          | <b>2018</b>                  |
| <b>East Campus</b>            | <b>2016</b>            | <b>2017</b>                          | <b>2020</b>                  |
| <b>Freddie Thomas</b>         | <b>2017</b>            | <b>2017/2018 Two Summer projects</b> |                              |
| <b>School Without Walls</b>   | <b>2016/2017</b>       | <b>2017</b>                          | <b>2018</b>                  |
| <b>School 1</b>               | <b>2016/2017</b>       | <b>2017</b>                          | <b>2018</b>                  |
| <b>Monroe High School (B)</b> | <b>2016/2017</b>       | <b>2017</b>                          | <b>2019</b>                  |
| <b>Edison Campus</b>          | <b>2016/2017</b>       | <b>2017</b>                          | <b>2019</b>                  |
| <b>School 6</b>               | <b>2017</b>            | <b>2018</b>                          | <b>2020</b>                  |
| <b>School 10</b>              | <b>2017</b>            | <b>2018</b>                          | <b>2020</b>                  |
| <b>School 4</b>               | <b>2017</b>            | <b>2018</b>                          | <b>2020</b>                  |
| <b>School 2</b>               | <b>2017/2018</b>       | <b>2018</b>                          | <b>2020</b>                  |
| <b>School 30/54</b>           | <b>2019</b>            | <b>2020</b>                          | <b>2021</b>                  |

## CONSULTING SERVICES AGREEMENT

**THIS CONSULTING SERVICES AGREEMENT** (this “**Agreement**”), entered into as of [\_\_\_\_], 2016 (the “**Effective Date**”), is made by and between **ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD**, having an address at 1776 North Clinton Avenue, Rochester, New York 14621 (the “**Board**” and, as used in Exhibit A, “RJSCB”), and [\_\_\_\_], a [\_\_\_\_] with an address at [\_\_\_\_] (“**ICO**”). The Board and ICO are sometimes referred to herein individually as a “**Party**”, and collectively as the “**Parties**.” [Note: Confirm name, type of entity and jurisdiction of formation]

### RECITALS

A. The Board was created, pursuant to Chapter 416, Laws of New York State 2007 (the “**Enabling Legislation**”), to act as agent of the City of Rochester and the Rochester City School District, to administer and govern the Facilities Modernization Program (the “**Program**”).

B. Pursuant to the Enabling Legislation, the Board is required to retain the services of an independent compliance officer/firm to assist the Board in connection with the Program.

C. ICO is experienced in providing business and workforce compliance monitoring, data tracking and verification, reporting and community outreach services, and responded to the Board’s Request for Proposals for an independent compliance officer, dated April 5, 2016.

D. The Board has selected ICO in accordance with the procedures described in Section 8 of the Enabling Legislation and ICO has agreed to perform compliance monitoring on other agreed upon services, on the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the Board and ICO hereby agree as follows:

1. **SERVICES.** The Board hereby retains ICO to provide during the Term (as defined in Section 5(a)), and ICO hereby agrees to provide to the Board, services whereby ICO will provide compliance monitoring and reporting and related services in connection with certain projects that are part of Phase 1 of the Program, which services and projects are more fully described on Exhibit A (the “**Services**”), in accordance with the terms and conditions of this Agreement. The Board may, from time to time, request changes in the scope of Services of ICO to be performed hereunder. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2) which are mutually agreed upon by and between the Board and ICO, shall be incorporated in written amendments executed by both Parties. The Services shall be performed in accordance with the schedule attached hereto as Exhibit B, as may be amended in writing by the Board and ICO from time to time.

### 2. PAYMENT FOR SERVICES.

a. **Service Fees.** Subject to the terms and conditions of this Agreement (including without limitation, Section 2(c)), the Board agrees to pay ICO fees for Services performed during the Term at the applicable unit or hourly rates set forth on Exhibit C (the “**Service Fees**”).

b. **Expenses.** ICO shall be responsible for all costs and expenses incurred by ICO in connection with the Services.

c. **Limitations.** Notwithstanding anything in this Agreement to the contrary, unless otherwise approved by the Board in writing, the aggregate amount of Service Fees payable by the Board to ICO pursuant to this Agreement for the Services shall not exceed \$[\_\_\_\_] (the “**Aggregate**”).

**Payment Limit**"). If the Board pays to ICO an aggregate amount for Service Fees equal to the Aggregate Payment Limit before the Services have been completed in full then ICO shall continue to perform Services pursuant to and in accordance with the terms and conditions of this Agreement without further payment of Service Fees, until the Services are completed or this Agreement is otherwise terminated in accordance with Section 5.

d. **Invoices and Payment.** No later than the tenth 10th day of each calendar month, ICO shall submit to the Board an invoice (an **"Invoice"**) for Service Fees attributable to the prior calendar month. Each Invoice shall be in a form acceptable to the Board and shall set forth a detailed listing of (i) the Services performed, and (ii) Services Fees due ICO pursuant to this Agreement. The Board may, prior to making any payment under this Agreement, require ICO to submit to it such additional information with respect to Services and any Invoice as the Board reasonably deems necessary. The Board shall pay the undisputed amount of each Invoice within 30 days of the Board's approval of such Invoice or a portion thereof. If the Board disputes any Invoice or any portion thereof, the Board shall provide ICO with written notice of the amount disputed, and the Board and ICO shall use their respective best efforts to work together in good faith to resolve such dispute as soon as practical after delivery of such notice of dispute.

e. **Records and Right to Inspect.** ICO shall maintain complete and accurate books and records in accordance with generally accepted accounting principles consistently applied to substantiate the Services performed and the amount of Service Fees charged hereunder, included daily logs outlining the Services performed and the time spent in performing such Services. ICO shall preserve such records during the Term and for a period of one year after the expiration or termination of this Agreement. During the Term and for a period of one year after the expiration or termination of this Agreement, the Board shall have reasonable access to such records for purposes of audit, either through its own representatives or through an accounting firm or other party selected and paid by the Board.

3. **SERVICE REQUIREMENTS.** ICO represents, warrants and covenants to the Board that it will provide all Services in a professional and workmanlike manner using properly trained, licensed and qualified individuals, and by following and applying at all times the highest professional and technical guidelines and standards. All Services will be performed by ICO in compliance with this Agreement and all applicable specifications established by the Board and with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation. ICO shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all rules, guidelines and requirements set forth in the Program's Diversity Plan (as generally described in Exhibit E) including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such Diversity Plan. ICO shall submit all forms and documents (including, without limitation, DDP forms), that the Board may request in connection with such Diversity Plan. Unless otherwise directed in writing by the Board, ICO shall complete the Services in accordance with the schedule and time requirements set forth in Exhibit B.

4. **PROPRIETARY RIGHTS.** ICO agrees that all reports, records, guidelines, policies, manuals, policies and other recorded information, including but not limited to software programs, systems, or other methods of compiling data, developed specifically in connection with the Services provided by ICO hereunder (collectively, **"Board Materials"**) shall always be and remain the property of the Board, and shall constitute Proprietary Information pursuant to Section 6.

5. **TERM AND TERMINATION.**

a. **Term.** The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue until the Services are completed or until earlier terminated as provided herein.

b. **Termination.** The Board may terminate this Agreement (i) immediately upon written notice to ICO if ICO breaches any of its obligations under this Agreement and fails to cure a breach within 20 days of the delivery of written notice of such breach; (ii) immediately upon written notice to ICO upon ICO’s cessation of business, election to dissolve, dissolution or failure in business; and (iii) immediately upon written notice to ICO upon ICO’s commission of an act of bankruptcy, general assignment for the benefit of creditors, or the filing by or against ICO of any petition in bankruptcy or for relief under the provisions of applicable bankruptcy laws (if, with respect to any such filing against ICO such filing is not dismissed, discontinued or stayed within 60 days of such filing). In addition, the Board may terminate this Agreement without cause at any time on 30 days’ prior written notice to ICO.

c. **Obligation Upon Termination.** Upon expiration or termination of this Agreement, (i) ICO shall promptly return to the Board all Board Materials and any other material that is owned by the Board or that contains Proprietary Information; and (ii) the Board will pay to ICO all Service Fees that accrued prior to the termination of this Agreement, and thereafter the Board shall not be responsible for paying any Service Fees or other amounts that would have been payable after the effective date of the termination. Sections 3, 4, 6, 7, 8, 10 and 12 of this Agreement, and all other provisions of this Agreement which by their nature survive, shall survive any expiration or termination of this Agreement.

6. **PROPRIETARY INFORMATION.**

a. **Definition.** ICO and the Board acknowledge that this Agreement creates a relationship of confidence and trust with respect to all information of a confidential, proprietary or trade secret nature disclosed by or on behalf of the Board to ICO that relates to the terms of this Agreement, the Program or the structure, organization or operation of the Board or any other information obtained or witnessed relative to the Board or the Program in connection with ICO providing Services hereunder (“**Proprietary Information**”). Proprietary Information shall not include (i) information generally available to the public other than by a breach of this Agreement; (ii) information rightfully received by ICO from a third party who is lawfully in possession of the same and who is not subject to a confidentiality or nonuse obligation with respect to that information; (iii) information independently developed by ICO or its personnel provided the person or persons developing the information have not had access to the information as received from the Board; or (iv) information already known to ICO prior to its first receipt from the Board.

b. **Confidentiality Obligations.** At all times during and after the Term, ICO shall keep all Proprietary Information in confidence and shall not disclose such Proprietary Information to anyone or directly or indirectly use any of such Proprietary Information for ICO’s own benefit or for the benefit of any person or entity other than the Board. Upon any termination of this Agreement, or upon the request of the Board, ICO shall promptly deliver to the Board all of the Board’s Proprietary Information, and ICO shall not retain any documents or materials or copies thereof containing any such Proprietary Information. Notwithstanding the foregoing restrictions, ICO may use and disclose any information (i) to the extent required by law (including, without limitation, public meeting and public project disclosure laws) or (ii) as necessary for it to protect its interest in this Agreement, but in each case only after the Board has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

c. ***Injunctive Relief.*** It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by ICO of this Section 6 and that any such breach by ICO will cause the Board great and irreparable injury and damage. Accordingly, ICO agrees that the Board shall be entitled, without waiving any additional rights or remedies otherwise available to the Board at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach of this Section 6 by ICO or its employees, agents or subcontractors. No remedy conferred hereunder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

7. **INSURANCE.** Notwithstanding the provisions of Section 8 of this Agreement, ICO shall obtain and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to the full and final execution of this Agreement by both Parties and at any time thereafter upon the request of the Board, ICO shall furnish to the Board certificates of insurance evidencing such insurance. All such policies, except workers compensation and professional liability policies, shall name the Rochester Joint Schools Construction Board, Savin Engineers P.C. and its Sub-Consultants, the Rochester City School District, the City of Rochester, The County of Monroe Industrial Development Agency (COMIDA), U.S. Bank National Association (the Trustee) as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Upon the Board's request, ICO will promptly provide the Board with a copy of any such policy of insurance. ICO shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

8. **INDEMNIFICATION.** ICO agrees to indemnify, defend and hold harmless the Board, Savin Engineers P.C. and its Sub-consultants, and any construction manager retained in connection with the Program, each Architect of Record retained in connection with the Program, and any subsidiary, parent or affiliate of the Board, including the Rochester City School District and the City of Rochester, the Bond Issuer, the Bond Trustee, Savin Engineers, P.C., and their respective trustees, directors, officers, Board members, agents and employees (collectively, the "Indemnitees"), from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of suit) directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of ICO or any of its agents, employees or subcontractors; (b) any breach by ICO of any of its representations, warranties, covenants or obligations set forth in this Agreement; or (c) any actual or alleged injuries (including death) suffered by any of ICO's agents, employees or subcontractors, or any employees or agents of ICO's agents or subcontractors in the course of their performance or completion of any Services or upon any premises owned, leased or controlled by the Board, or any Program site, except to the extent caused by the negligence or willful misconduct of any Indemnitee.

9. **ASSIGNMENT AND SUBCONTRACTING.** ICO shall not assign or subcontract the whole or any part of this Agreement without the Board's prior written consent. Any subcontract made by ICO with the consent of the Board shall incorporate by reference all the terms of this Agreement. ICO will properly direct and control all of its subcontractors to which the Board may consent. ICO will retain full responsibility for the performance and completion of every Service, whether performed or completed by ICO or any of his subcontractors to which the Board may consent. ICO will be liable and obligated to the Board for: (i) each Service performed or completed by, and for all acts, omissions and negligence of, ICO's subcontractors and for all employees and agents of such subcontractors; and (ii) each of ICO's subcontractor's compliance with each

term and provision of this Agreement and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards.

10. **INDEPENDENT CONTRACTOR.** Both Parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of the other Party. None of the employees or agents of one Party shall be deemed or construed to be an employee or agent of the other Party for any purpose whatsoever. Neither ICO nor any of its agents or subcontractors has any authority whatsoever to obligate or bind the Board to any third party.

11. **NOTICES.** All notices delivered pursuant to this Agreement shall be in writing and sent to the addresses on the first page of this Agreement, or such other address (or facsimile number or electronic mail address) as a Party shall specify in writing, and shall be deemed validly given or served (a) upon personal delivery; (b) one day after being sent by facsimile or electronic mail with telephone confirmation of receipt; or (c) one day after being sent by a recognized express courier service that maintains records of receipt.

12. **EXCUSABLE FAILURE OR DELAY.** Neither Party shall be liable for delay or failure in performance hereunder if such failure or delay is due to an act of God, fire, strike, war, labor difficulty, civil or military authority, insurrection, riot or any other cause of any kind beyond such Party's reasonable control. A Party who is delayed or prevented from performing for any such cause beyond its reasonable control shall immediately notify the other Party of the cause for such delay or inability to perform and the anticipated duration of any delay.

13. **GENERAL PROVISIONS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a Party of any breach by the other Party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. This Agreement constitutes the entire agreement between ICO and the Board with respect to the subject matter hereof, and supersedes all other prior agreements, whether oral or written, between the Parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[signature page follows]

**IN WITNESS WHEREOF**, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the date first set forth above.

ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD

By \_\_\_\_\_  
Thomas S. Richards, Chair

ICO:  
[ \_\_\_\_\_ ]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form and Correctness**

\_\_\_\_\_  
[Name], RJSCB Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

Following is the scope of ICO's services (Services) required for the designated Phase 1 projects (collectively, the "project").

**1.0 SCOPE OF SERVICES**

ICO shall provide compliance monitoring and reporting services for the project, and must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Services for the project.

ICO shall provide a full range of professional consulting services including, but not limited to, those services associated with monitoring and documenting business and workforce compliance provided by professional service firms, contractors, vendors, and suppliers and business and workforce community outreach. The specific intent of these Services is to monitor, record, and enforce compliance, compile data and submit all documentation.

**ICO's staff shall:**

- Cooperate with the RJSCB, Program Manager, RCSD, Architect/Engineer, Construction Manager, and Contractors.
- Provide qualified personnel.
- Perform business and workforce compliance monitoring services.
- Understand the project requirements of the diversity plan, the contract front-end documents, and the ICO's duties under the Enabling Legislation.
- Ascertain compliance with the project requirements.
- Keep records and submit reports.

Should information indicate non-compliance or failure to meet the specification requirements, ICO shall immediately notify the Executive Director, Program Manager and the applicable Professional Service firm or Contractor to determine whether remedial action is necessary.

ICO agrees to perform additional monitoring and reporting as directed when requested by the RJSCB.

**2.0 DETAILED SCOPE OF SERVICES**

**The Independent Compliance Officer shall:**

- Monitor all contracts entered into by the RJSCB;
- Implement, promote, and monitor policies and procedures to utilize and provide sufficient MWBE, DBE, and skilled minority and women workforce employment that will be followed by all prime contractors and subcontractors;
- Review, make recommendations, and modify if necessary, the preliminary diversity plan established by

the RJSCB pursuant to Section Five of the enabling legislation;

- Provide technical assistance to potential MWBE and DBE contractors and subcontractors interested in bidding on any such projects;
- Obtain and maintain records and documentation to confirm prime contractor and subcontractor compliance with any requirements contained in the approved diversity plan and the front-end requirements for the construction contracts, for any such project;
- Provide regular monthly reports to the RJSCB for business and workforce participation on all projects. Reports to include professional service firms, contractors, vendors, and suppliers. Reports to indicate current month status, overall project status to date, and each individual firm's performance;
- Identify, in regular reports to the RJSCB, all contractors in non-compliance with any such requirements or goals contained in the approved diversity plan or in violation of any federal, state and local laws, rules or regulations;
- Monitor and report the upward/downward price adjustment and payment amounts to MWBE, and DBE firms listed on the contractors' utilization plan for any such project;
- Work with the RJSCB to develop, implement and enforce penalties and/or other action against any contractors for non-compliance with the MWBE and DBE utilization goals;
- Work jointly with the Program Manager to manage any such project to ensure that any requirements or goals contained in the approved diversity plan are met;
- Prepare annual and other reports as may be specified and required by the RJSCB;
- Develop and recommend strategies to create and coordinate efforts to ensure a more diverse workforce for projects approved for Phase 2 by the RJSCB;
- Provide monitoring and reporting of Rochester resident workforce participation;
- Verify contractor payments to Rochester Careers in Construction Inc. or other entity where construction industry funds are contributed;
- Meet with Rochester Building Trades' leadership on a regular basis to discuss compliance issues and workforce participation;
- Compare and verify certified payroll reports submitted by all prime contractors and subcontractors with monthly utilization reports;
- Verify payments to MWBE and DBE subcontractors and consultants reported on monthly compliance reports;
- Coordinate all reporting through the RJSCB Executive Director;
- Inform RJSCB Executive Director, the Program Manager, and the Construction Manager if a professional service firm, contractor, vendor, supplier, or other entity under contract with the RJSCB has been identified as underperforming, and recommend and implement recovery strategy for such

underperformance;

- Keep records of all prime contractor requests for labor on each project;
- Monitor all professional service firms and contractors' contract values for increases which could negatively impact achievement of the business utilization goals, and work with firms to maintain the goals throughout the course of the project;
- Review front-end contract specifications relating to MWBE requirements prior to any RJSCB bid;
- Review and verify bids and/or proposals received for compliance with project requirements/goals;
- Participate in de-scope meetings with the Program Manager, Construction Manager, Architect, and bidder(s);
- Participate in construction progress meetings as necessary to discuss compliance issues or to provide assistance/training to contractors regarding project reports;
- Make recommendations to the RJSCB for award or rejection of bids;
- Review business utilization plans submitted throughout the course of the project for compliance;
- Verify M/WBE and DBE certifications with New York State;
- Verify contractor compliance with requirements set forth in the project labor agreement (PLA);
- Participate in Request for Proposal (RFP) preparation for goods and services to be procured by the RJSCB;
- As a non-voting RJSCB Member, attend and participate in monthly committee meetings and board meetings;
- When necessary, facilitate meetings with contractors to bring resolution to compliance issues;
- Maintain complete and accurate project files for all projects;
- Participate in the Business Opportunities Program (BOP) as developed by the Program Manager for Phase 2 including: business and community outreach sessions for business and workforce participation, project informational sessions, and training sessions for firms that wish to participate in the project;
- Provide project close-out report to the RJSCB for each project detailing the performance of each professional service firm and contractors' business and workforce participation;
- Payment verification for M/WBEs;
- Coordination with prime contractors and subcontractors during and after bids.

### **3.0 SCHEDULE OF SERVICES**

Please see Exhibit B – Preliminary Phase 2 Schedule

### **4.0 RECORDS AND REPORTS**

All reports shall be formatted per direction of the Executive Director. Monthly, interim and final project reports shall clearly identify each project. General information to be provided for all reports generated includes the following:

- Project title
- Date/period of monitoring
- Workforce participation summary (total hours to date for professional services and construction)
- Monthly workforce participation summary for professional services and construction
  - Include a breakdown by ethnicity
- Monthly workforce participation summary for construction only
  - Include a breakdown by ethnicity
- Business utilization summary (total dollars to date for professional services and construction)
  - Include a breakdown for each category (MBE, WBE, DBE, and SBE)
- Monthly Rochester resident participation summary for each project
  - based on actual addresses (zip code)
- Detailed report for business utilization and workforce Participation for each professional service firm, vender, supplier, and contractor

### **5.0 DISTRIBUTION OF REPORTS**

ICO shall submit reports to the Executive Director for review, a minimum of 5 days prior to the monthly Board meeting.

### **6.0 FINAL REPORT OF COMPLIANCE**

At the completion of each individual school project, ICO shall submit a report of compliance to the Executive Director/RJSCB indicating conformance with the compliance requirements for the project and shall describe non-conforming conditions not mitigated or resolved. The report shall include final business and workforce compliance data all professional service firms, contractors, vendors, and suppliers associated with the individual school project.

At the completion of all projects in Phase 2, ICO shall compile all reports into a final report of compliance for the project.

ICO shall submit the final report of compliance to the Executive Director/RJSCB.

### **7.0 COMMUNICATION**

ICO shall immediately notify the professional service firm, contractor, vendor, or supplier by telephone and via e-mail of conditions failing to comply with the compliance requirements of the Contract Documents.

ICO shall immediately notify the Executive Director and Program Manager of conditions found to be in non-conformance with the compliance requirements of the Contract Documents. If the non-conforming condition

is not corrected by the offending entity within the following month, ICO shall notify the Executive Director and Program Manager and issue a formal non-conformance letter to the offending entity. If the non-conformance is not corrected within 10 days of the letter, ICO shall notify the Executive Director and Program Manager and make any necessary recommendations for penalties.

## **8.0 COMMITMENT**

ICO may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day.

The RJSCB expects that team members brought forward by ICO as part of the proposal process will be assigned to the project through completion. The RJSCB expects that the staff will respond in a timely manner.

## **9.0 BILLING PROCEDURES**

9.1 **Invoicing:** ICO services as indicated herein will be reimbursed on a unit cost/hourly rate basis up to the Aggregate Payment Limit set forth in the Agreement. Additional services may be authorized, if necessary, with advance notification from the RJSCB and approval by the Executive Director. ICO is to submit invoices on a monthly basis, with the invoice indicating the job name, with the names and hourly rates of each employee, and shall include completed DP forms (see Attachment B).

9.2 **Reimbursable Expenses:** None. Mileage expenses for local travel to job sites within the Rochester City School District are non-reimbursable expenses.

**EXHIBIT B**  
**SCHEDULE OF SERVICES**

The Independent Compliance Officer will begin work immediately upon contract award by the RJSCB, anticipated for June 6, 2016 for the duration of Phase 2, which is anticipated to be completed December 2021.

Preliminary Phase 2 schedule:

| <b>Project Name</b>           | <b>Design Schedule</b> | <b>Construction Start</b>            | <b>Construction Complete</b> |
|-------------------------------|------------------------|--------------------------------------|------------------------------|
| <b>Monroe High School (A)</b> | <b>2016</b>            | <b>2016</b>                          | <b>2017</b>                  |
| <b>School 7</b>               | <b>2016</b>            | <b>2017</b>                          | <b>2018</b>                  |
| <b>School 16</b>              | <b>2016</b>            | <b>2017</b>                          | <b>2018</b>                  |
| <b>East Campus</b>            | <b>2016</b>            | <b>2017</b>                          | <b>2020</b>                  |
| <b>Freddie Thomas</b>         | <b>2017</b>            | <b>2017/2018 Two Summer projects</b> |                              |
| <b>School Without Walls</b>   | <b>2016/2017</b>       | <b>2017</b>                          | <b>2018</b>                  |
| <b>School 1</b>               | <b>2016/2017</b>       | <b>2017</b>                          | <b>2018</b>                  |
| <b>Monroe High School (B)</b> | <b>2016/2017</b>       | <b>2017</b>                          | <b>2019</b>                  |
| <b>Edison Campus</b>          | <b>2016/2017</b>       | <b>2017</b>                          | <b>2019</b>                  |
| <b>School 6</b>               | <b>2017</b>            | <b>2018</b>                          | <b>2020</b>                  |
| <b>School 10</b>              | <b>2017</b>            | <b>2018</b>                          | <b>2020</b>                  |
| <b>School 4</b>               | <b>2017</b>            | <b>2018</b>                          | <b>2020</b>                  |
| <b>School 2</b>               | <b>2017/2018</b>       | <b>2018</b>                          | <b>2020</b>                  |
| <b>School 30/54</b>           | <b>2019</b>            | <b>2020</b>                          | <b>2021</b>                  |

**EXHIBIT C**  
**COST OF SERVICES**

**RSMP – Independent Compliance Officer Services**

TOTAL NOT TO EXCEED PRICE PROPOSAL FOR THE ROCHESTER SCHOOLS MODERNIZATION, INDEPENDENT COMPLIANCE OFFICER SERVICES \_\_\_\_\_.

TOTAL WRITTEN VALUE: \_\_\_\_\_ (DOLLARS)

**Fee Breakdown by Project**

|                             | <b>Fee (\$)</b> |
|-----------------------------|-----------------|
| <b>Group 2A – 4 Schools</b> |                 |
|                             |                 |
| <b>Group 2B – 5 Schools</b> |                 |
|                             |                 |
| <b>Group 2C – 4 Schools</b> |                 |
|                             |                 |
| <b>Group 2D – 1 School</b>  |                 |
|                             |                 |
|                             |                 |
|                             |                 |
| <b>Total</b>                |                 |

**Additional Services Hourly Rates**

| <b><u>Title</u></b>                  | <b><u>Hourly Rate</u></b> |
|--------------------------------------|---------------------------|
| <b>Principal/Executive in Charge</b> |                           |
| <b>Compliance Monitor</b>            |                           |
| <b>Administrative Support</b>        |                           |
| <b>Other</b>                         |                           |
| <b>Other</b>                         |                           |
| <b>Other</b>                         |                           |
| <b>Other</b>                         |                           |

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

ICO shall obtain and maintain the following insurance with limits not less than those indicated as follows:

- (a) Workers' Compensation Insurance (and such other forms of insurance which Program Provider is required by law to provide) covering all employees engaged in the Services hereunder in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.
- (b) General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Services hereunder. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.
- (d) Excess Liability Insurance above the amounts specified in (b) and (c) of this Exhibit "D" in the amount of five million dollars (\$5,000,000).
- (e) Professional Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

**Summary of Commercial General Liability Limits:**

|   |             |
|---|-------------|
| Per Occurrence Limit:   | \$1,000,000 |
| General Aggregate (other than Products/Completed Operations): | \$2,000,000 |
| Products and Completed Operations:                            | \$2,000,000 |
| Personal and Advertising injury:                              | \$1,000,000 |
| Fire Damage Legal Liability:                                  | \$ 300,000  |
| Medical Payments, any one person:                             | \$ 10,000   |

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) Days notice of cancellation is required. Selected firms are responsible for the payment of all insurance premiums.

All liability policies (excluding workers compensation and professional) shall also include the following as additional insured on a primary and non-contributory basis: Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); the Bond Issuer; the Bond Trustee; and Savin Engineers, P.C. A waiver of subrogation in favor of Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); and Savin Engineers, P.C.; applies to general liability; automobile liability; umbrella and worker's compensation (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent - to be attached to certificate). Copies of all additional

insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate.  
Policies shall include a 30 day notice of cancellation to Rochester Joint Schools Construction Board (RJSCB).  
Copies of all other endorsements to be attached to the certificate.

## EXHIBIT E

### EQUAL EMPLOYMENT OPPORTUNITY AND RSMP DIVERSITY PROGRAM

The Rochester Joint Schools Construction Board (RJSCB) recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB.

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantaged Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

- Minority Workforce: 22% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- Female Workforce: 8% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff

The RJSCB is also committed to the meaningful participation of qualified minority-owned, women-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$20,000 or more, the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- Minority-Owned Business entities shall participate in a minimum of 20% of each contract or purchase order
- Women-Owned Business entities shall participate in a minimum of 7% of each contract or purchase order

- Disadvantaged Business entities shall participate in a minimum of 3% of each contract or purchase order

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase 2 of the RSMP and for contracts awarded in Phases 3 and 4 of the RSMP. Any firms requiring assistance in meeting the above commitments of the RJSCB can contact the Executive Director of the RJSCB or the ICO.

ICO must submit all diversity program (DP) compliance forms (attached) in accordance with the instructions set forth therein. All initial and monthly DP forms must be complete with all necessary certifications included, and timely submitted to the ICO for approval prior to award of contract by the RJSCB, or as a precondition of payment after contract award.