



City of Rochester, New York

Request for Proposals

Professional Services for New Year's Eve Celebration

**Issue Date: September 12, 2014
Due Date: October 2, 2014 4:00 p.m.**

**This RFP and its appendices are available for download at
www.cityofrochester.gov/bidandrpf**

**City of Rochester, NY
City Hall
30 Church St.
Room 202A
Rochester, NY 14614**

1.1 PROJECT DESCRIPTION

The City of Rochester, New York, is seeking proposals from qualified individuals or businesses (hereafter referred to as Proposer) to provide bounce houses and other similar kid-friendly inflatables along with the staff to set up, operate, and take down such inflatables and to provide various live artists and activities during the City of Rochester's New Year's Eve Celebration on December 31, 2014.

The issuance of this Request for Proposals (RFP) constitutes only an invitation to submit proposals to the City of Rochester as a means by which the City of Rochester can facilitate the acquisition of information related to the purchase of these services.

The City of Rochester reserves the right to determine, in its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirety, the RFP.

The selection of a consultant is within the City's sole discretion. No reasons for rejection or acceptance of proposals are required to be given. The decision will be based on qualifications and not solely on cost.

As a result of the RFP process, the City intends to enter into a professional services agreement with the Proposer that may be subject to City Council approval. The agreement will have three (3) renewal options. This agreement term will begin on December 15, 2014.

1.2 GENERAL INFORMATION

EMPLOYMENT OF LOCAL LABOR

Pursuant to City Council Resolution No. 91-25, the City shall, when awarding professional services agreements, give preference to organizations located within the City of Rochester or Monroe County.

AFFIRMATIVE ACTION

The City of Rochester has a policy of Affirmative Action regarding consultants who perform professional services.

LIVING WAGE REQUIREMENTS WITH RESPECT TO APPLICATIONS OR PROPOSALS FOR SERVICE CONTRACTS

Rochester City Council adopted the Rochester Living Wage Ordinance (8A-18), effective July 1, 2001, which requires covered employers who are awarded City service contracts of \$50,000 or more to pay a Living Wage, as defined in the Ordinance, to their employees who perform work under the contract. As set forth in 8A-18D(1) of the Ordinance, if the total amount of the proposal is \$50,000 or more during the period of one year, a written commitment to pay all covered employees a Living Wage and a list of job titles and wage levels of all covered employees in each of the years for which this agreement is sought shall be submitted with the proposal.

OMISSIONS

Any verbal information obtained by the City of Rochester and made by representatives of the City at the time of examination of the documents shall not be construed as in any way guaranteeing a contract. Only such corrections or addenda issued in writing to all vendors shall become a part of the RFP. The City of Rochester will not be responsible for verbal instructions.

PRIME CONTRACTOR RESPONSIBILITY

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the City. The City will make contract payments to the prime contractor only.

SUBCONTRACTORS

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

1.3 SCOPE OF SERVICES

The City of Rochester provides a free family event on New Year's Eve at the Rochester Riverside Convention Center for approximately 2,000-2,500 participants. The event consists of an indoor portion in the Convention Center with the inflatables, performers, and a live DJ. The indoor portion runs from 7 p.m. through 9:45 p.m. At 9:45, the indoor portion closes and participants go outdoors to watch fireworks on the Main Street Bridge.

Through this request for proposals, the City of Rochester seeks:

- 8-10 different inflatable bounce houses or related kid-friendly inflatable structures, like obstacle courses, slide, climbing mountains, etc.
 - These inflatables shall be a mixture of pieces age appropriate for children ages 3-12.
 - Full setup of inflatables by 5:30 p.m. on New Year's Eve. Details on load-in and power sources to be determined between consultant and management of the Rochester Riverside Convention Center.
 - Qualified, paid staff to operate each inflatable for the duration of the event. This includes setting up, assisting kids as they enter and exit the inflatable, maintaining lines of participants, and taking down each piece of equipment.
 - In addition to staff at the inflatables, there must be two staff members dedicated to ensuring that lines are ended in a timely manner so that inflatables are closed and begin to be deflated by 9:45 p.m.
 - Complete removal of inflatables by mutual agreement with the Rochester Riverside Convention Center.
 - All inflatables will be provided free to the public. No employees will be allowed to solicit tips or any money from participants.
- 7-8 performing artists, whether roaming or stationary, to entertain participants throughout the event and as they wait in line for the inflatables.
 - Consultant will be solely responsible for hiring and managing the artists.
 - Such artists may include (but are not limited to) a magician, stilt walker, airbrush tattoo artist, clowns, and caricature artists.
 - Line assistants must be provided to any artist who is not roaming the event.
 - These artists should be appropriate for a young audience of ages 3-12.
 - All artists shall provide services free to the public. No artists will be allowed to solicit tips or any money from participants.

SECTION II – ADMINISTRATIVE

II.1 INQUIRIES

All inquiries concerning this RFP shall be submitted, by e-mail, citing the particular proposal section and paragraph number. Prospective Consultants should note that all clarifications and exceptions are to be included in the proposal.

Direct inquiries to:

Margaret Reichert, Special Events Operations Manager

E-mail: Margaret.Reichert@cityofrochester.gov

A copy of any proposer's submitted question and the City's response will be sent to all proposers who have provided the City with an email address.

II.2 TIMELINE

What	Who	Deadline
Issue RFP	Bureau of Communications	Friday, Sept. 12, 2014
Deadline to Submit Written Questions	Potential Proposer	Thursday, Sept. 18, 2014
Responses to Written Questions	Bureau of Communications	Friday, Sept. 19, 2014
Submission of Proposals	Proposer	Thursday, Oct. 2, 2014 by 4 p.m.
Proposal Decision	Review Committee	Friday, Oct. 10, 2014
*Contract negotiation begins	Bureau of Communications	Tuesday, Oct. 14, 2014
Contract in place	Bureau of Communications	Monday, Dec. 15, 2014

***If City Council authorization is necessary, City Council will consider this item at the November 12 City Council meeting.**

SECTION III PROPOSALS

All proposals and accompanying documentation will become the property of the City of Rochester and will not be returned.

III.1 PROPOSAL CONTENT

The following should be used for the response's Table of Contents and may be used as a checklist to make sure all required sections are completed.

- 1. Cover Letter**
- 2. Executive Summary**
- 3. Company Background**
- 4. Experience, Equipment & Qualifications**
- 5. References**
- 6. Cost Response**
- 7. Additional Information/Supporting Documentation**

All discussion of proposed costs, rates, or expenses must occur only in the cost response sections.

1. Cover Letter

- a. Identify the submitting organization and principal;
- b. Identify the name and title of the person authorized by the organization to contractually obligate the

organization;

- c. Identify the names, titles, email addresses, and telephone numbers of persons to be contacted for clarification;
- d. Be signed by the persons authorized to contractually obligate the organization;
- e. Acknowledge receipt of any and all amendments to this RFP.

2. Executive Summary

- a. A summary of what is included in the proposal.

3. Company Background

This section shall include, but is not limited to, the following information:

- a. A statement describing the history of the Proposer's company and the following details:
 - Official Name of Company
 - Headquarters Address
 - Telephone Number
 - Fax Number
 - Federal Tax ID Number
 - Number of years the company has been in business.
 - The company's organizational structure.
 - Names under which the business has operated within the last 10 years.
 - Contact Name, telephone number, e-mail address for questions concerning RFP response
 - Is your company authorized and/or licensed to do business in the State of New York?
 - Does your company have an office in the City of Rochester or County of Monroe?
Proposers located in the City of Rochester will have 10% added to final scores.
 - Does your company currently have any contracts / professional service agreements with the City of Rochester? If so, list them.

4. Experience, Equipment, Qualifications, and Personnel

- a. Detailed information concerning the background and experience of the proposer in providing inflatable bounce houses and activities as well as individual performing artists for similar scale indoor or outdoor events. List dates and names of such events/festivals, the venues, and highlights of artists and inflatables for which services and equipment has been provided.
- b. Manufacturer's proof/documentation of the safety of the materials in each inflatable that the proposer will be providing to the City's event. Please include age of each inflatable. All material for each inflatable shall be of the highest standard and pass all safety regulations required in the industry.
- c. Name, qualifications, and experience of all personnel who will be assigned to provide services under this contract and at the event itself. Personnel may be subjected to background checks by the Rochester Police Department to ensure a safe event for children.
- d. Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name, business name (if applicable), and address.

5. References

a. Client References

- i. A list of five (5) former/current clients who received similar services from the Proposer. This is to demonstrate professional experience in the ability to provide for the pickup, delivery, set-up, operation, tear down, and return of equipment incidental to the offering of public programs.
- ii. For purposes of evaluation, information should include customer names, addresses, email addresses, and telephone numbers. In addition, Proposer shall detail terms of contracts and specific services supplied with the former clients, including any work with municipal entities.
- iii. If applicable, include references who have done business with the City or other municipal entities.

b. Business References

- i. A list of three (3) business references (e.g. vendors, site contractors, venues, etc.) who have worked with the consultant on past major events.
- ii. For purposes of evaluation, information should include customer names, addresses, email addresses, and telephone numbers.
- iii. If applicable, include references who have done business with the City or other municipal entities.

6. Cost Response

Please provide per unit cost for each inflatable and performing artist in Attachment 1, along with a photo of each inflatable.

III.2 SUBMISSION OF SEALED PROPOSALS

Proposer shall supply **one original and 4 printed copies of the proposal**. The Proposer shall also include an electronic copy of the proposal in a Microsoft or pdf format, emailed to Ms. Reichert. If there are any discrepancies between the printed and electronic files, the printed files will stand.

Proposals will not be considered if they are incomplete. If the City requires additional information to clarify a proposal, we will request it.

Complete proposals must be packaged, sealed and submitted, by September 23, 2014 at 4 p.m. to:

Ms. Margaret Reichert, Special Events Operations Manager
City of Rochester
Bureau of Communications
30 Church St., Room 202A
Rochester, NY 14614

At least one (1) copy of the proposal will be signed by an officer of the corporation empowered to contractually obligate the firm.

All proposals must have a label on the outside of the box or package itemizing the following information:

NEW YEAR'S EVE CELEBRATION RFP ENCLOSED
DUE: October 2, 2014 at 4 p.m.
(Preferably bold, large print, all capital letters)

III.3 LIABILITY FOR PROPOSAL PREPARATION EXPENSE

The City of Rochester is not liable for any costs incurred by the Proposer in the preparation and production of a proposal.

III.4 RECORD DISCLOSURE/CONFIDENTIALITY OF PROPRIETARY RECORDS

Vendor hereby agrees that all documents furnished shall be subject to public disclosure by the City of Rochester in the normal course of business in accordance with the requirements of the Public Officers Law, Article 6, except for proprietary information the disclosure of which would cause substantial injury to the competitive position of Vendor's enterprise. Information relating to Vendor price submissions, including commercial, book or list pricing, applicable discounts or final price and like information, shall not be entitled to confidentiality protection whether or not submitted or designated as proprietary by the Vendor. Vendor may otherwise preserve proprietary rights as to confidential or business process information in accordance with procedures established under Section 89, Public Officers Law, provided that: (i) Vendor shall inform the City prior to submission of its information, in writing, that such records are going to be furnished, are proprietary and are not to be disclosed; (ii) said records shall be sufficiently identified; and (iii) Vendor shall inform City of Rochester the reasons why the information should be exempted from disclosure; and (iv) designation of said records as exempt from disclosure is reasonable and accepted by the City.

III.5 PROPOSER'S RIGHT TO WITHDRAW PROPOSAL

Proposer may withdraw their proposal at any time prior to the deadline for receipt for proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative, addressed to Margaret Reichert, Special Events Operations Manager, City of Rochester, 30 Church Street, Room 202A, Rochester, NY 14614.

III.6 EVALUATION COMMITTEE

The evaluation of proposals will be performed by a Review Committee appointed by the Director of Communications. The City anticipates a single source award. However, the City reserves the right to make a multiple source award if it is determined to be in the best interest of the City. The Review Committee may interview the respondents with the top-rated proposals; however, contracts may be awarded without any interviews.

III.7 EVALUATION PROCESS

Proposals shall be evaluated by the Review Committee on the basis of demonstrated competence and qualification for the type of service required. The sole objective of the Review Committee is to score the responses and recommend the proposal which is most advantageous to the City of Rochester, taking into consideration the evaluation factors set forth herein.

III.8 EVALUATION CRITERIA

Proposals will be evaluated on the basis of total content, as required by section III.1.

SECTION IV: AWARD OF CONTRACT

City Council must approve any contracts over \$10,000. Upon City Council approval, a Professional Services Agreement will be negotiated with the company submitting the proposal judged as best meeting the needs of the City. Please refer to Attachment 2 for a sample professional services agreement.

TERM

One (1) year with (3), one-year renewal options.

ATTACHMENT 1

This is the per unit cost piece of the requested proposal. Please complete this section and attach it to your proposal. Be sure that the proposal contains activities for both younger (age 3-6) and older (age 7-12) age groups.

Please attach a photo for each inflatable with your proposal submission.

	Inflatable Name	Cost (Includes set up, take down, and appropriate staffing for each item in the pricing.)
1		
2		
3		
4		
5		
6		
7		
8		
9		
	Artist type (i.e. clown, magician, caricaturist, etc.)	Cost (includes artist fees and any associated materials or supplies)
1		
2		
3		
4		
5		
6		
7		
8		
	Other:*	
	TOTAL COST OF PROPOSAL	

*To be filled out if the proposer wishes to include items beyond the 9 inflatables and 8 artists required for the event by the proposal.

ATTACHMENT 2

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made this ___ day of _____, 2014, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, herein after referred to as the "City" and _____ with offices located at _____, hereinafter to as the "Consultant".

WITNESSETH:

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

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

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

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

SECTION 2. CITY RESPONSIBILITIES

SECTION 3. TERM

The duration of the agreement will be from _____ to _____

SECTION 4. FEE

SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

B. The Consultant hereby designates:

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. INSURANCE

The Consultant shall obtain at his own expense general liability insurance in the amount of One Million Dollars for protection against claims of personal injury, including death, or damage to property, arising out of the Festival. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester NY as additional insured. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least ten (10) days written notice of such cancellation or modification. In no event shall such liability

insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

SECTION 8. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

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

SECTION 9. EQUAL OPPORTUNITY

A. General Policy

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

B. Definitions

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

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

C. Compliance

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

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

standard commercial supplies or raw materials.

SECTION 10. COMPLIANCE WITH ALL LAWS

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

SECTION 11. AUDIT

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

SECTION 12. PROHIBITION AGAINST ASSIGNMENT

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

SECTION 13. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

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

SECTION 14. EXTENT OF AGREEMENT

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

SECTION 15. STATUS AS INDEPENDENT CONTRACTOR

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

SECTION 16. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 17. NO-WAIVER

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

SECTION 18. SEVERABILITY

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

York.

SECTION 19. DEBARMENT AND SUSPENSION

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

SECTION 20. TERMINATION FOR DEFAULT

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

SECTION 21. LIVING WAGE REQUIREMENTS

- A.** Applicability of Living Wage Requirements
This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement are equal to or greater than \$50,000, or involves retention by the Consultant of fees equal to or greater than \$50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder to a value equal to or greater than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.
- B.** Compliance
The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.
- C.** Exemption
This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 22. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

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

CITY OF ROCHESTER

BY: _____
Lovely A. Warren, Mayor
City of Rochester

CONSULTANT

Name:

Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 2014, before me the subscriber, Lovely A. Warren, personally known, who being by me duly sworn, did depose and say that she resides in the City of Rochester; that she is the Mayor City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

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

On the _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public