

**ROCHESTER POLICE DEPARTMENT
CITY OF ROCHESTER, NY**



Police Chief Michael L. Ciminelli

Request For Proposals

**Police Complaint Services
Rochester Police Department**

Lieutenant Mark Simmons
Professional Standards Section
Public Safety Building
185 Exchange Blvd.
Rochester, New York 14614

SECTION I – SCOPE OF SERVICES

1.1 PURPOSE:

The Rochester Police Department (RPD) is soliciting proposals from outside consultants to provide services relating to the management of complaints involving members of the Rochester Police Department.

1.2 ISSUING OFFICE:

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

Lieutenant Mark Simmons
Rochester Police Department
Public Safety Building
185 Exchange Blvd.
Rochester, New York 14614

E-mail: ms1478@cityofrochester.gov
Telephone inquiries: 585-428-6875
Fax: 585-428-7480

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

1.3 SCOPE OF SERVICES TO BE PROVIDED:

Each proposal shall provide for the following services and requirements:

- A. Provide intake services at their offices located in Rochester, NY for the receipt of complaints by citizens against members of the Rochester Police Department. Such complaints shall be taken on forms approved by the Chief of Police, and in accordance with guidelines established by the Chief of Police, the Mayor, and the City Council. Complaints taken at this office shall be forwarded to the Commanding Officer of the Professional Standards Section of the Rochester Police Department.
- B. Provide conciliation services for complaints against members of the Rochester Police Department in cases where conciliation is agreeable to the complainant, the police officer(s) involved, and the Chief of Police. Such services shall be provided in accordance with guidelines established by the Chief of Police.
- C. Maintain the confidentiality of all complaints and all information obtained through the conciliation process that relates to individual complaints. The provisions of this section shall not prevent the Consultant from summarizing information included in complaints for statistical purposes.

- D. Provide qualified citizen panelists to serve as members of the Civilian Review Board (CRB) and as members of Section 75 Hearing Boards, as requested by the Rochester Police Department. The Consultant shall establish and maintain a pool of qualified citizen panelists to provide such services in accordance with Resolution No. 92-40 of the Rochester City Council, enacted October 13, 1992, and modified by Resolution No. 95-8. Copies of said Resolutions are attached hereto as Appendix C. This pool of individuals shall be reflective of the overall population of Rochester in terms of its gender, ethnic and racial composition. No individual in the pool shall be an employee of the City of Rochester. All individuals in the pool shall be City residents. All individuals listed as members of the pool shall:
1. Be trained in and familiar with relevant state and local laws, including Section 75 of the New York Civil Service Law and Section 50-a of the Civil Rights Law; the Rules and Regulations and relevant General Orders of the Rochester Police Department relating to departmental hearings, citizen complaints, and the Civilian Review Board; the Police-Community Relations policies established by the Mayor and City Council; and fact-finding methods and procedures;
 2. Be certified arbitrators;
 3. Be able and willing to render an unbiased and impartial judgment, to insure the confidence of the public and of the members of the Rochester Police Department in the complaint review process and the departmental disciplinary process;
 4. Maintain the confidentiality of all proceedings, testimony, evidence, files, communications, rulings, and punishments, as required by law and City policy.
- E. The Consultant shall furnish to the Mayor a listing of the pool of trained and qualified potential panel members. From this listing the Mayor shall designate fifteen (15) individuals to serve as Chairs of the Civilian Review Board. This designation shall be communicated to the Consultant for use in selecting Civilian Review Board panels.
- F. Provide a Community Advocate who is trained in and familiar with relevant state and local laws, including Section 75 of the New York Civil Service Law and Section 50-a of the Civil Rights Law; the Rules and Regulations and relevant General Orders of the Rochester Police Department relating to departmental hearings, citizen complaints, and the Civilian Review Board; the Police-Community Relations policies established by the Mayor and City Council; and fact-finding methods and procedures. The Community Advocate shall assist a citizen in filing a complaint and accompany the citizen, if the citizen consents, to the citizen's interview with the Professional Standards Section. The Community Advocate shall see that the questioning of the citizen by members of the Professional Standards Section is conducted in a courteous and civil manner but shall not interfere with the content of the questions. The Community Advocate shall also be available to assist the citizen complainant with questions that the citizen may have as the investigation continues. The Community Advocate shall be unbiased and able and willing to render an impartial judgment with respect to complainants and police officers to insure the confidence of the public and of the members of the Rochester Police Department in the complaint investigation process. The Community Advocate shall maintain the confidentiality of all proceedings, testimony, evidence, files, communications, rulings, and punishments as required by law and City policy.

- G. When a citizen is needed to serve on a Section 75 Hearing Board, or a citizen complaint case is referred to the Civilian Review Board in accordance with current City policy, the Commanding Officer of the Professional Standards Section shall forward to the Consultant the name of the officer involved and a brief description of the incident. The Consultant shall then contact the next available individual on the listing derived from the pool of qualified potential panelists in order to determine if this individual possesses any knowledge of the incident, or of the persons involved, which would preclude him or her from making an unbiased decision. In the event that the potential panelist is disqualified in the opinion of the Consultant, the Consultant shall proceed to the next individual on the list. In the case of a Civilian Review Board panel, the Consultant shall, in similar manner, canvass the list of Chairs supplied by the Mayor to select a Chair for the panel.
- H. The Consultant shall then forward the name(s) of the panelist(s) (and of the Chair, if included) to the Commanding Officer of the Professional Standards Section within five (5) days of receiving notification. The Commanding Officer shall review the designated names with the Chief of Police who may reject any or all of them if, in his determination, the potential panelist(s) will not deliver an impartial or unbiased opinion. If one or more of the potential panelists is rejected, the Consultant shall furnish another name or names to the Commanding Officer of the Professional Standards Section at no additional cost to the City. This process shall continue until a sufficient number of panelists, and a Chair if necessary, are selected.
- I. The Consultant shall be responsible to ensure that all panelists appear as required until all proceedings of the Section 75 Hearing Board or the Civilian Review Board are complete and a recommendation is prepared for the Chief of Police. If a panelist chosen by the Consultant and accepted by the Rochester Police Department fails to perform his or her duties, or performs these duties in a manner that, in the opinion of the Chief of Police or his designee, shows bias, the Chief of Police shall immediately inform the Consultant, and the Consultant shall immediately replace that panelist. Panelists who are replaced for non-performance or for bias shall not be eligible for further service under this Agreement and shall be replaced in the pool of potential panelists by the Consultant. Such disqualification and replacement shall result in no additional cost to the City.
- J. The Consultant shall be responsible for maintaining records and scheduling proceedings before Civilian Review Board panels in the office designated for such proceedings, located in City Hall, 30 Church Street, Rochester, NY. The City shall be responsible for making designated meeting space available and for providing secured filing equipment for the maintenance of case records at this site. All such equipment shall remain the property of the City but shall be fully available for use by the Consultant during the term of this agreement.
- K. The Consultant shall prepare and submit to the Mayor a quarterly status report on the services rendered under this agreement. This report shall be in a format established by the City and incorporate the provisions of City Council Resolution 92-40 as they pertain to periodic reporting.
- L. The Consultant shall in all respects comply with the procedures established by applicable law and City Council resolution in conducting the business of this Agreement.
- M. Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall

be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

1.4 SERVICE EXPERIENCE DATA

Numbers of Civilian Review Board complaint case reviews are as follows:

2014 = 26

2013 = 45

2012 = 26

2011 = 49

2010 = 32

Average for past five years = 36

1.5 TERM OF AGREEMENT

The term of an agreement for services shall be for one (1) year commencing January 1, 2016. Thereafter, upon the mutual agreement of both the Rochester Police Department and the Consultant, this contract may be renewed annually for up to four (4) additional and consecutive one (1) year periods.

SECTION II – PROPOSAL SUBMISSIONS

2.1 FORMAT

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

2.1.1 Title Page

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

2.1.2 Signature

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

2.1.3 Table of Contents

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

2.1.4 Description of Company

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

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

2.1.5 Experience

Provide a summary of the Company's experience in the management of complaints.

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

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

2.1.6 Presentation

All potential Service Providers may be requested to provide on-site presentations in addition to their written proposals at the sole discretion of the Rochester Police Department.

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

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

2.1.8 Cost Proposal

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

2.2 **SUBMISSION OF PROPOSALS**

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

Lieutenant Mark Simmons
Rochester Police Department
Public Safety Building
185 Exchange Blvd.
Rochester, New York 14614
ms1478@cityofrochester.gov

All proposals must be received by, or postmarked by, **5:00 PM on Monday, October 12, 2015.**

2.3 SCHEDULE

Deadline for submission of proposals:	October 12, 2015
Selection of Service Provider:	October 26, 2015
Start date for service provision:	January 1, 2016

SECTION III – REVIEW OF PROPOSALS

- 3.1** All proposals will be reviewed by a committee appointed by the Chief of Police or the Chief's designee.
- 3.2** Criteria for Selection of a successful proposal will be:
1. Professional qualifications and certification to perform the requested services.
 2. Experience with provision of the management of complaints for law enforcement agencies in New York State, and law enforcement agencies of similar size to the Rochester Police Department.
 3. Service Provider's demonstration of a knowledgeable and effective approach to the management of complaints, and demonstration of knowledge of the specific needs of the Rochester Police Department.
 4. Ability to provide requested services with adequate staff and resources.
 5. Verifiable experience providing personnel to respond on an emergency basis for the purpose of delivering services.
 6. References from other agencies that have used services provided by agency.
 7. A proposal that is complete, covering all points mentioned in the scope of services section of the RFP.
 8. A Cost Proposal that is reasonable and realistic.
 9. Preference will be given to service providers located in the City of Rochester through an additional weighting of 10%.
- 3.3** At the sole discretion of RPD, potential Service Providers may be requested to provide on-site presentations in addition to their written proposals. Participation in a presentation upon such a request is voluntary. Any expenses resulting from such an interview would be the sole responsibility of the potential Service Provider.
- 3.4** All responding Service Providers will be notified of the outcome of the review.

SECTION IV – OTHER PROVISIONS

- 4.1** There will not be a pre-proposal conference or meeting.
- 4.2** RPD reserves the right to alter the schedule at its sole discretion.
- 4.3** RPD reserves the right to contact Service Providers submitting proposals to obtain additional information, or to clarify information submitted, to assist in evaluating a proposal.
- 4.4** RPD may amend this RFP upon notification to all potential vendors.
- 4.5** The selection of the Service Provider is within the City of Rochester's sole discretion. No

reasons for rejection or acceptance of proposal are required to be given, and the decision will not be based solely on price.

- 4.6** This Request for Proposal may be withdrawn by RPD for any reason at its sole discretion; neither RPD nor the City of Rochester shall have any liability for any costs incurred for preparing or presenting a proposal.
- 4.7** The Proposal and all materials submitted with the Proposal shall become the property of the City of Rochester, and will be subject to the provisions of the New York State Freedom of Information Law (FOIL). Any proprietary information submitted with the proposal must be clearly identified, and request to keep such information confidential must be submitted with the Proposal.
- 4.8** The successful Service Provider will be required to enter into a City Professional Services Agreement (PSA), a copy of which is attached to this RFP as Appendix B. The City reserves the right to modify the sample PSA as contained in Appendix B prior to approval and execution of the Agreement.
- 4.9** All PSAs that exceed \$10,000, including multiple agreements with the same Service Provider for the same or similar services that may result in an aggregate cost in one fiscal year that exceeds \$10,000, require approval by the City Council.

APPENDICES

- A. Format for Cost Proposal
- B. Copy of the Standard City of Rochester Professional Service Agreement
- C. Rochester City Council Resolutions 92-40 & 95-8

APPENDIX A: Cost Proposal Format

SERVICE	COST
Cost per complaint intake	
Cost per conciliation service	
Cost per Civilian Review Board panel	
Cost per Section 75 Hearing Board panel	
Cost for Community Advocate services	
Other	

Appendix B: Standard City of Rochester Professional Service Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made this __, day of _____, 2015, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, herein after referred to as the "City" and _____ with offices located at _____, hereinafter to as the "Consultant".

WITNESSETH:

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

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

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

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A.

SECTION 2. CITY RESPONSIBILITIES

SECTION 3. TERM

The duration of the agreement will be from _____

SECTION 4. FEE

SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

B. The Consultant hereby designates:

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

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

SECTION 8. EQUAL OPPORTUNITY

A. General Policy

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

B. Definitions

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

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

C. Compliance

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

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

discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

SECTION 9. COMPLIANCE WITH ALL LAWS

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

SECTION 10. AUDIT

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

SECTION 11. PROHIBITION AGAINST ASSIGNMENT

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

SECTION 12. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

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

SECTION 13. EXTENT OF AGREEMENT

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

SECTION 14. STATUS AS INDEPENDENT CONTRACTOR

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

SECTION 15. LAW

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

SECTION 16. NO-WAIVER

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

SECTION 17. SEVERABILITY

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

SECTION 18. DEBARMENT AND SUSPENSION

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

SECTION 19. TERMINATION FOR DEFAULT

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

SECTION 20. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

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

B. Compliance

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

C. Exemption

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

SECTION 21. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

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

CITY OF ROCHESTER

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

CONSULTANT

Name:
Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 2015, before me the subscriber, Lovely A. Warren, personally known, who being by me duly sworn, did depose and say that she resides in the City of Rochester; that she is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

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

On the _____ day of _____, 2015, 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