

City of Rochester

ArtsBloom 2024

Request for Proposals:
Arts Education, Literary Arts, Performing Arts, and Visual Arts

Issued: Tuesday, February 13, 2024

Online application must be completed and submitted by
11:59 PM EST on Sunday, April 14, 2024

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REQUEST FOR PROPOSALS

The City of Rochester (“City”) is seeking proposals for arts programming and projects (“Proposal(s)”) from qualified respondents (“Respondent(s)”). Selected Respondents will enter into an agreement with the City as Consultants (“Consultant(s)”) to implement the proposed arts programming and/or projects.

BACKGROUND

ArtsBloom is the City’s non-capital art competition funded through the Percent for the Arts program, one of several programs through which the City invests in arts and culture in Rochester. More information on the City’s various arts and culture initiatives, including those dedicated to capital art (permanent physical installations) can be found at www.cityofrochester.gov/arts.

ArtsBloom’s goals are to enrich and expand the experience of public art for all Rochesterians by reaching historically underserved residents of the city, and increasing economic opportunities for local artists and small arts organizations in Rochester. These goals are aligned with the City’s vision for a more dynamic and equitable city of the arts and for the arts. They are also aligned with several goals and strategies of the [Arts & Culture section](#) of the [Rochester 2034 Comprehensive Plan](#).

In the 2024 round of ArtsBloom, a total of \$170,000 will fund diverse arts programming and projects that benefit the Rochester community. The concept for ArtsBloom was developed in partnership with an advisory panel of local artists and members of the arts community called the Arts and Creative Community Committee (AC³).

Note that this year, an emphasis of ArtsBloom will be placed on Rochester youth and bonus points will be awarded to proposals for programming that serves youth or projects with youth opportunities incorporated.

ELIGIBILITY

Qualifying Respondents may:

1. Be individuals or groups/organizations. Groups/organizations do not have to be MWBE-certified or nonprofits to qualify.
2. Submit only one proposal.
3. Submit a funding request for one of three options: \$5,000, \$10,000 or \$20,000. Requests may only be for one of these three amounts.

Qualifying Respondents may only receive one ArtsBloom award every three years. Therefore, individuals or groups awarded an ArtsBloom award in 2023 (the inaugural round) are not eligible for an ArtsBloom 2024 award.

Qualifying arts programming and projects must:

1. Belong to one or more of these four categories:

- **Arts education** A class or workshop, or series of classes or workshops, where attendees are guided by an instructor or multiple instructors in the creation of art. “Art” can include literary arts, performing arts and visual arts.
- **Literary arts** Poetry or prose, distributed through printed material and/or digital format.
- **Performing arts** Activity performed for an audience, including but not limited to dance, music, drama or oratory.
- **Visual art** Physical art of a temporary* nature, including but not limited to art exhibitions, digital art, street painting, or chalk art.

*Temporary here means art intended for viewing for a limited time. Murals and physical sculpture that requires a concrete footing or other permanent attachment structure ***are not considered temporary***.

2. Meet the following “public benefit” criteria:

- a. **Programming and projects must be located within the city of Rochester in order to be eligible.** Please note that location within the city is defined by the boundary of the city, not a Rochester ZIP code. Respondents can determine whether an address is within the City boundary by entering the address in the search box of this webpage:
<https://maps.cityofrochester.gov/propinfo/>.
 - b. **Programming and projects must be free to participants/audiences, or feature a free or low cost component to participants/audiences.** For awarded proposals, the City will require marketing proof (such as a flyer, webpage, or social media post) that the project or programming was free or at the cost quoted in the proposal. Please be aware, the City will not consider a project or programming “sliding scale” or “optional donation” unless the project or programming is clearly marketed as such. If your project or programming will have a cost for participants/audiences, you must include what expenses will be covered by the cost in your budget and the City reserves the right to determine whether the project meets this criteria.
- 3. Be completed between July 1, 2024 and June 30, 2025.** Visual art must be installed within that year, but the City will work with artists and organizations to determine if and when visual art needs to be removed.
- 4. Align with one or both of the ArtsBloom goals:**
- a. Reach historically underserved residents of the city.

- b. Provide paid opportunities for local artists and/or small arts organizations in Rochester

The following are examples of programming or projects that are **ineligible** for ArtsBloom funding, as they are not non-capital art, are not the intended type of activities for this program, and/or they have funding opportunities through other City programs (this is not a complete list):

- Events receiving Special Events funding through the City
- Murals
- Physical art or sculpture that requires a concrete footing or other permanent attachment structure
- Parades
- Block parties
- Trade shows, conventions
- Annual luncheons, holiday parties, class or family reunions
- Sports tournaments, school or athletic leagues

The City anticipates that a wide variety of activities may be submitted. Therefore, the City reserves the right to determine which activities are eligible for this funding program.

ANTICIPATED TIMELINE

Activity	Date
RFP Release	February 13, 2024
Virtual Pre-Proposal Information Session	Monday, March 4, 2024 11:00 am – 12:00 pm
Deadline for questions	11:59 PM EST Sunday, March 24, 2024
Responses for questions submitted	Thursday, March 28, 2024
Proposals due	11:59 PM EST Sunday, April 14, 2024
Consultant Selection and Award Notification	Week of May 13, 2024

The dates shown above may be subject to change within the City of Rochester’s sole discretion and upon written notification as set forth herein.

COMMUNICATIONS

All communications by Respondents who have indicated an intent to submit or have submitted a Proposal

in response to this RFP, including any questions or requests for clarifications, submission of the Proposal, requests for status updates about the Proposal selection process and any other inquiries whatsoever concerning this RFP shall be sent, via email, to the following City staff person ("City Contact"):

Heather Anderson, AICP
Project Manager
Office of City Planning
By email only at: heather.anderson@cityofrochester.gov

No contact is permitted with any other City staff member with regard to this RFP during the RFP process unless specifically authorized in writing. Prohibited contact may be grounds for disqualification.

To ensure that all Respondents have a clear understanding of the scope and requirements of this RFP, the City will respond to all timely questions submitted via e-mail to the City Contact by the question deadline stated above. Questions and the responding answers will be sent via e-mail to all Respondents who have provided an e-mail address to the City Contact and will be posted on the [City's web page for this RFP](#). The City's failure to timely respond or provide responses to any questions shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

The City will make every reasonable effort to keep Respondents informed about the RFP process. Notifications about Timeline date changes, amendments to the RFP and other information about the RFP will be sent by e-mail to Respondents who have provided an e-mail address to the City Contact and will be posted on the [City's website for this RFP](#). The City's failure to provide such information shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

PRE-PROPOSAL INFORMATION SESSION

In order to provide the City with an opportunity to discuss the RFP and Respondents with an opportunity to ask questions and clarify the RFP, a pre-proposal information session will be held virtually on:

Monday, March 4, 2024

11:00 am – 12:00 pm

Register in advance for this meeting at:

https://cityofrochester.zoom.us/meeting/register/tZUodu2rrDkrG9F_HX9Q_fQ4lC07l4yDwSBr

After registering, you will receive a confirmation email containing information about joining the meeting. There is no requirement to attend the pre-proposal information session and no obligation by the City to provide information from the conference to parties who fail to attend. There will be ASL interpretation provided during the meeting. The City intends to post a recording of the pre-proposal conference at the [City's webpage for the RFP](#).

SCOPE OF SERVICES

The City is seeking the services of a Consultant to provide the necessary services to implement ArtsBloom. The Respondents selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City (see Attachment A, Standard PSA Form). The City will draft the PSA with a scope of services, which will include a clear description of deliverables and schedule, based on the proposed services described in Respondent's Proposal.

PROPOSAL PREPARATION AND SUBMISSION PROCESS

Respondents must submit a completed application through:

**The online Google Form located at <https://forms.gle/DthJxENo3NqSrvki8>
no later than 11:59 pm EST on Sunday, April 14, 2024**

If you need or would prefer to submit a hardcopy application or a digital application as a PDF or Word file, please contact the City contact listed under Communications above and we will accommodate your request.

This RFP is designed to facilitate the evaluation and selection of Consultants that are best able to achieve the City's objectives as described in this RFP. Each proposal shall be completed by an individual authorized to enter into and execute contracts on the Respondent's behalf. Unless otherwise specified in its proposal, Respondent represents that it is capable of meeting or exceeding all requirements specified in this RFP.

Submission of an application shall be deemed authorization for the City to contact Respondent's references. Evaluation of proposals will be conducted by the City based on information provided in the Respondent's application and on such other available information that the City determines to be relevant.

The Respondents selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City. Unless otherwise stated in the Proposal, the Respondent's response to this RFP shall be deemed its acceptance of the terms of this PSA. **(Note: Attention is directed to the MWBE and Workforce Utilization Goals which will only apply to the PSA's for \$20,000.)**

Respondents shall provide sufficient information in their written proposals to enable the City review team to make a recommendation to the Mayor. The City reserves the right to invite any or all Respondents to an interview to discuss their proposal. Any expenses resulting from such an interview will be the sole responsibility of the Respondent. The City is under no obligation to select any of the responding Respondents or to conduct the Project described herein. The City may amend or withdraw the RFP at any time, within its sole discretion. The City shall have no liability for any costs incurred in preparing a proposal or responding to the City's requests with respect to the proposal.

EVALUATION CRITERIA

The following is a summary of the proposal evaluation criteria. It is within the City's sole discretion to determine the value assigned to each of these criteria.

- A. Proposal quality. Does the proposal illustrate a well-considered plan for the creation of one of the eligible forms of art?
- B. Proposal budget. Does the budget include the required details (listed below)?
 - a. Expenses, including staff hours and billing rate if applicable
 - b. Additional funding sources, if any, and if so, which expenses ArtsBloom funding would cover
 - c. If the programming or project will have a cost for participants/audiences, which expenses the cost will cover
- C. Public benefit:
 - a. Is the Proposal aligned with one of ArtsBloom's goals (to enrich and expand the experience of public art for all Rochesterians by reaching historically underserved residents of the city, and/or increasing economic opportunities for local artists and small arts organizations in Rochester)?
 - b. Are there other public benefits to the project or programming?
 - c. If there is a cost to participants/audiences, is the cost "low" given the project or programming?
- D. Experience: Does the Respondent have experience providing the same or similar services? Did the references verify that capacity?
- E. BONUS POINTS. Youth projects and programming: This round of ArtsBloom is prioritizing programming for youth, or projects that incorporate youth opportunities.
- F. BONUS POINTS. City of Rochester location preference: The City favors contracting with firms located in the City of Rochester and a preference will be given to Respondents located in the city, through an additional weighting of 10%. Non-local firms may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion. Note that location within the city is defined by the boundary of the city, not a Rochester ZIP code. Respondents can find the city boundary here: <https://maps.cityofrochester.gov/propinfo/>.
- G. BONUS POINTS. M/WBE and Workforce Goals **for \$20,000 funding requests only**: The City of Rochester desires to encourage minority and women owned businesses (M/WBE) to participate in opportunities to enter into PSAs with the City and to encourage minorities and women in the workforce. Pursuant to Ordinance No. 2018-54, the City has a goal that 30% of the aggregate annual contract awards for professional service contracts over \$10,000 be awarded to minorities (M) (15%) and women (W) (15%). The City has also established minority workforce goals of 20% M and 6.9% W for professional services consulting contracts. For more information please see <http://www.cityofrochester.gov/mwbe>.

Respondents shall be awarded M/WBE bonus weighting as follows:

1. The City will give preference to Consultants who are New York State certified M/WBEs. Consultants who meet this requirement shall receive **an additional weighting of 10%**.
2. The City will give preference to Consultants who utilize state certified M/WBE subcontractors with bona fide offices and operations in the Empire State Development Finger Lakes Region, which includes the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. State-certified M/WBEs from outside the Region may be counted if there are insufficient businesses in the Region to perform the specialized work or consulting services required. If one or more M/WBE subcontractors will perform 10% to 20% of the work of the contract – measured as either a percent of the total contract amount or as a percent of the total full-time-equivalent labor hours budgeted for this project, the consultant shall receive **an additional weighting of 5%**. If M/WBE subcontractors will perform more than 20% of the work of the contract, the Consultant shall receive an **additional weighting of 10%**.
3. Respondents shall provide sufficient documentation with their proposal to support the additional preference weighting as an M/WBE Consultant or for use of M/WBE subcontractors. If one or more M/WBE subcontractors are proposed, they must be named and the size of the subcontract identified. If selected, the Respondent shall submit an M/WBE Utilization Plan on the City's form for approval by the M/WBE Officer. Once approved, the Utilization Plan shall be incorporated into the PSA.
 - a. If the total amount of a PSA is increased by 5% or more at any time during the term of the PSA, the Consultant shall submit a revised M/WBE Utilization Plan for approval by the M/WBE Officer. The M/WBE Officer may also issue a revised M/WBE Utilization Plan for unforeseen changes in the availability of M/WBE subcontractors during the term of the PSA.
4. The City will give preference to Consultants who meet or exceed the City's workforce goals, which are: 20% M and 6.9% W. Consultants who demonstrate that their and/or their subcontractors' workforce on this Project meets or exceeds these goals shall receive an **additional weighting of 10%**. If selected, the Respondent shall submit a Workforce Staffing Plan on the City's Form for review by the M/WBE Officer. Once reviewed, the Workforce Staffing Plan shall be incorporated into the PSA. The calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.
5. If selected, the Respondent shall provide M/WBE utilization and subcontractor/supplier payment certification and/or workforce utilization reports on the City's forms. These reports shall be submitted with each invoice or as otherwise requested by the M/WBE Officer.

6. A failure to submit the required subcontractor/supplier payment certification and/or workforce utilization reports shall constitute a default in the performance of the Agreement subject to potential termination for default by the City. In addition, if the selected Respondent fails to meet the most recent M/WBE Utilization Plan and/or Workforce Staffing Plan, for which additional weight was awarded by the end of the PSA, such failure may result in disqualification from award of future contracts with the City.
7. Summary of additional evaluation weighting points for M/WBE and Workforce Goals:

Category of Additional Evaluation Points	Additional Weight Awarded
Respondent is New York State Certified M/WBE	10%
Utilize M/WBE Subcontractors for 10-20% of work	5%
Utilize M/WBE Subcontractors for more than 20% of work	10%
Meet or exceed workforce goals of 20% M and 6.9% W	10%

- H. Other Criteria: Other criteria may be considered and evaluated by the City if it is determined to be in the best interest of the City and the success of the Project to do so.

The selection of a Consultant is within the City's sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the City's best interest and the goals of the ArtsBloom Project.

MISCELLANEOUS

The City reserves the right to amend or withdraw this RFP in the City's sole discretion, including any timeframes herein, upon notification of all Respondents as set forth above, and in such case, the City shall have no liability for any costs incurred by any Respondent.

The City may request additional information from any Respondent to assist the City in making its evaluation.

The Proposal and all materials submitted with the Proposal shall become property of the City and will be subject to NYS Freedom of Information Law. If any proprietary information is submitted with the Proposal, it must be clearly identified and a request to keep such information confidential must be submitted.

Submission of a Proposal shall constitute a binding offer by Respondent to provide the services at the prices described therein until such time as the parties enter into a PSA.

APPENDIX A: STANDARD PSA FORM

**For information purposes only
DO NOT FILL IN THIS FORM**

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, is made this __, day of _____, 20__, 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, hereinafter referred to as the "City" and _____, with offices located at _____, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide services required for _____, 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 SERVICES

- A. The Consultant shall, upon the commencement date specified in Section 2 hereof, perform in a professional and competent manner to the reasonable satisfaction of the City, the following services:
- B. 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.

SECTION 2. TERM

The services required of the Consultant pursuant to this Agreement shall commence on _____ and shall terminate on _____.

SECTION 3. FEE

- A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

**CITY OF ROCHESTER'S STANDARD PSA TEMPLATE (FOR INFORMATIONAL
PURPOSES ONLY – DO NOT FILL OUT)**

1. The Consultant shall submit an invoice and any other supporting documentation in the manner prescribed by the City at a minimum of once every ninety (90) days during the term of this agreement, unless a different schedule is approved by the City.
- B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of _____ Dollars (\$_____).

SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

- A. The City hereby designates:
- B. The Consultant hereby designates:

or their authorized representatives, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications pursuant to this Agreement. The parties reserve the right to designate other or additional agents upon written notice to the other party. In no event shall the City's Authorized Agent be authorized to amend or extend this Agreement or to accept service for the commencement of any legal actions or proceedings related to the Agreement.

SECTION 5. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, in the City's discretion, and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

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

A. 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 and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Worker' Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation Board's form.

A. General Liability Insurance

The Consultant shall obtain at its own expense general liability insurance for protection against claims of personal injury, including death, or damage to property, arising out of the Project. The amount of said insurance coverage shall be in the amount of Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. 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 as an insured and copies of the policy endorsements reflecting the same shall be provided. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) 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. EQUAL OPPORTUNITY AND MWBE AND WORKFORCE UTILIZATION GOALS

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

**CITY OF ROCHESTER'S STANDARD PSA TEMPLATE (FOR INFORMATIONAL
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laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

B. Definitions

MINORITY GROUP PERSONS - shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native 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 agrees that it will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees 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, gender identity or expression, 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 applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. 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.
2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, 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.

4. 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.

D. MWBE AND WORKFORCE UTILIZATION GOALS

The City of Rochester has established a policy to promote the growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals and minority workforce participation goals that apply to professional services consulting agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54.

Ordinance No. 2018-54 established the goal that MWBE's receive 30% of the total annual contract awards with aggregate minority and women award goals of 15% each. Ordinance No. 2018-54 further established annual aggregate workforce goals of 20% minority and 6.9% women.

The Consultant shall submit a workforce staffing plan, which, when reviewed by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit A, detailing the percentage of the workforce utilized to perform the work of this agreement who will be either minority or women, including both the Consultant's workforce and that of any subcontractors who will be utilized. Consultant shall submit workforce utilization reports on the City's forms with each invoice or as otherwise requested by the MWBE Officer. The Consultant understands and accepts that the calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

The Consultant shall submit an MWBE utilization plan with respect to any subcontractors or suppliers used to perform the services under this Agreement, which, when approved by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit B. Consultant shall submit MWBE utilization and subcontractor/supplier payment certification on the City's forms with each invoice or as otherwise requested by the MWBE Officer.

During the term of the Agreement, the Consultant shall notify the City if a change occurs that will result in a significant (5% or more) increase or decrease in the workforce staffing plan and/or MWBE utilization plan goals incorporated as Exhibit A and/or Exhibit B of this Agreement. A revised workforce staffing plan and/or MWBE utilization plan must be approved by the MWBE Officer. Once signed by the Consultant and the MWBE Officer,

such revised plan(s) shall be incorporated into this Agreement as an amendment pursuant to Section 17.

Consultant's failure to submit MWBE and subcontractor/supplier payment certification forms, if required, and the workforce utilization reports shall constitute a default in the performance of this Agreement. Failure to meet the goals stated in the most recent workforce staffing plan and/or the MWBE utilization plan incorporated into the Agreement may result in disqualification from award of future contracts with the City.

SECTION 9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Rochester hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint shall be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City at no cost to the complainant, or on the City's website at www.cityofrochester.gov, or by calling (585) 428-6185.

SECTION 10. FREEDOM OF INFORMATION LAW

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should Consultant provide the City with any records it deems confidential and exempt from FOIL, Consultant shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the City will inform Consultant of the request and give Consultant ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the City will issue a determination as to disclosure within seven (7) business days. If the City determines that the records shall be disclosed, Consultant may appeal the City's determination within seven (7) business days. Thereafter, the City shall respond to Consultant's appeal within ten (10) business days. If the City issues an adverse determination, Consultant may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.

SECTION 11. 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, whenever payments by the City to the Consultant under this Agreement shall equal or be greater than fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to fifty thousand dollars (\$50,000) or more 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 their 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 12. 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.

SECTION 13. COMPLIANCE WITH ALL LAWS

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

SECTION 14. AUDIT

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine, at no cost to the City, 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.

SECTION 15. PROHIBITION AGAINST ASSIGNMENT

The Consultant is 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 written consent of the City.

SECTION 16. 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 their 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 17. 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 18. 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 19. 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 20. 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 21. 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.

CITY OF ROCHESTER'S STANDARD PSA TEMPLATE (FOR INFORMATIONAL
PURPOSES ONLY – DO NOT FILL OUT)

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

CITY OF ROCHESTER

BY: _____
Malik D. Evans, Mayor

CONSULTANT

BY: _____
Name:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20__, before me the subscriber, personally came **MALIK D. EVANS** known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

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

On the _____ day of _____, 20__ 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