

City of Rochester
Request for Proposals
**Assessment of the Recruitment and Hiring Practices
for Entry-level Firefighter/ EMTs
for the City of Rochester Fire Department**

Proposals to be received by 5:00 PM

April 5, 2023

Submit Proposals to:

Tracy Brown
Principal Staff Assistant
Rochester Fire Department
City of Rochester
185 Exchange Blvd, Suite 665
Rochester, NY 14614

REQUEST FOR PROPOSAL

The City of Rochester is seeking proposals from experienced and qualified consultants/firms who specialize in and have documented expertise in assessing existing approaches for the recruitment and selection of firefighters and any existing information supporting the hiring and selection process. The results of the assessment should provide a qualitative and quantitative analysis of the firefighter recruitment and selection process and an evaluation of organization, content, effectiveness of the overall agency firefighter recruitment selection and hiring process designed to provide a qualified and diverse pool of firefighter/EMT (Emergency Medical Technician) candidates. The successful proposal shall provide information on the Consultant's background and experience in working within the context of public safety agencies and integration of best practices into the proposed engagement approach to identify an assessment for an improved recruitment hiring process.

BACKGROUND

Rochester is a city in the state of New York, the seat of Monroe County, and the fourth-most populous in the state after New York City, Buffalo, and Yonkers, with a population of 211,328 as enumerated in the 2020 United States census. Located in Western New York, the city of Rochester forms the core of a larger metropolitan area with a population of 1 million people across six counties.

Rochester rose to prominence as the birthplace and home of some of America's most iconic companies, in particular Eastman Kodak, Xerox, and Bausch & Lomb, by which the region became a global center for science, technology, and research and development. This status has been aided by the presence of several internationally renowned universities (notably the University of Rochester and Rochester Institute of Technology) and their research programs.

Rochester has played a key part in US history as a hub for important social and political movements, such as abolitionism and the women's rights movement.

As of the 2020 United States census Rochester had a population of 211,328; of which 38.0% were non-Hispanic Black, 33.0% were non-Hispanic White, 19.8% were Hispanic/Latino, 3.9% were Asian, 0.2% were Native American or Pacific Islander and, 5.1% were mixed or other. It should also be noted that Rochester has been reported as having the largest *per capita* deaf population in the United States.

Rochester is protected by approximately 479 professional firefighters in the Rochester Fire Department (RFD). It is the third-largest fire department in the state of New York. It operates from 16 fire stations throughout the city. RFD responds to roughly 40,000 emergency calls

annually. Almost 90% of RFD personnel are certified New York State EMTs and around 50% of the calls each year are for EMS. The RFD also operates its own apparatus repair division at the Public Safety Training Facility. The Rochester Fire Department is currently comprised of civilian employees (21) and uniformed members (479). Of those 500 employees, 69% identify as Caucasian and 31% identify as minority with 95% of employees identifying as male and 5% identifying as female. The Fire Department currently works with two separate labor organizations.

The Rochester Fire Department is seeking a consultant/firm with a demonstrated history of employing industry best practices related to recruitment and hiring firefighter/EMTs within municipal fire departments. The Mayor, City Council and Fire Chief desires that RFD move forward with urgency and purpose in job creating, implementing, and improving the city's firefighter/EMT hiring process to result in the hiring of a diverse pool of qualified candidates.

In order to foster an intentional organizational culture that is committed operational success, the City seeks a consultant/firm with extensive experience in working with municipal public safety agencies, preferably fire departments. The consultant/firm will assist the Fire Department leadership and the Department of Human Resource Management (DHRM) to ensure the hiring process provides an equal opportunity for all qualified applicants for entry-level firefighter positions for the RFD.

Timeline

Activity	Time	Date
RFP Release	5:00 p.m.	March 10, 2023
Deadline for questions	5:00 p.m.	March 22, 2023
Response for questions submitted	5:00 p.m.	March 27, 2023
Proposals due	5:00 p.m.	April 5, 2023
Consultant Selection and Award Notification	5:00 p.m.	April 17, 2023
City Council Approval of agreement with Consultant	5:00 p.m.	May 23, 2023
Agreement Start Date		June 30, 2023

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 parties who have indicated an intent to submit or have submitted a proposal in response to this RFP (“Respondents”), 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, in writing, to the following City staff person (“City Contact”):

Tracy Brown
Principal Staff Assistant
Rochester Fire Department
City of Rochester
185 Exchange Blvd, Suite 665
Rochester, NY 14614
Email: Tracy.Brown@cityofrochester.gov
Phone: (585) 428-3674

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 respond or provide responses to any questions in a timely fashion 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.

SCOPE OF SERVICES

The City is seeking the services of a Consultant to perform the following services to implement the Project. Respondent’s proposal shall address each of the following services with a separate cost and timeline for each identified task. The proposal shall address each of

the requested services, using the same identifying language, including any paragraph or section numbers or letters as used in the RFP.

Organizational Audit: Conduct an organizational assessment and develop a baseline report for the City of Rochester’s current firefighter recruiting and hiring process while maintaining the focus of the study would include but not be limited to:

- 1) Recommend ways to improve the City’s hiring policies and practices to identify candidates that can be successful as firefighter/EMTs
- 2) Review current recruitment and hiring resources to determine sufficiency and recommend additional resources.
- 3) Conduct an analysis of the firefighter recruitment and outreach process and identify areas for increased effectiveness in recruiting qualified candidates
- 4) Clearly identify the components in the recruitment and hiring timeline and assess each component including requirements for candidate participation in the hiring process
- 5) Identify applicant barriers in the recruitment and hiring process with a specific focus on exit and self-elimination points in the firefighter hiring process
- 6) Identify strategies to ensure the hiring process provides an equal opportunity for all qualified applicants for firefighter positions
- 7) Suggest methods to improve the demographic diversity of new firefighters
- 8) Recommend strategies to minimize hiring process costs for the City and applicants
- 9) Develop a report to be shared with RFD and DHRM leadership containing their findings, along with providing insight and knowledge on revamping the civil service system.
- 10) Analyzing Policies and Systems:
 - a. Review current recruitment and hiring resources to determine sufficiency and recommend additional resources recommend additional resources..
 - b. Conduct an analysis of the firefighter recruitment and outreach process, and identify areas for increased effectiveness in recruiting qualified candidates.
- 11) Developing a Recruitment and Hiring Strategic Plan:
 - a. Agency Strategic Plan that includes the development of goals, objectives and strategies that:
 1. Integrate recruitment, testing, and hiring processes and systems in the agency.
 2. Integrate a clearly defined plan of components in the recruitment and hiring timeline; assess each component including requirements for candidate participation in the hiring process.
 3. Develop a plan that can be used by RFD when engaging in community events in an effort to build trust between the fire department and the community the department serves. The focus should be on improving the publicizing and marketing of the firefighter civil service exam to

target audiences in the City of Rochester and to remove both perceived and actual hiring barriers.

ADDITIONAL REQUIREMENTS:

- a. Meetings:** Throughout the process it is required that the consultant communicate and meet frequently with the RFD and DHRM Leadership. Meetings, touch points and discussions may be conducted remotely to maximize time and minimize expense.
- b. Deliverables:** The consultant/firm is expected to provide written recommendations and reports to include information shared and recommended best practices.
- c. Expenses:** All travel and related expenses associated with this project shall be included in the lump sum price proposal.
- d.** The City of Rochester reserves the right to accept different firms/consultants for different parts of the project.

PROPOSAL PREPARATION AND SUBMISSION PROCESS

Proposals must be postmarked or received by the City no later than April 5, 2023.

Please provide four (4) written copies of the proposal to:

Tracy Brown
Principal Staff Assistant
Rochester Fire Department
City of Rochester
185 Exchange Blvd, Suite 665
Rochester, NY 14614
Email: Tracy.Brown@cityofrochester.gov
Phone: (585) 428-3674

This RFP is designed to facilitate the evaluation and selection of a Consultant that is best able to achieve the City’s objectives. The proposal shall contain a table of contents. All pages shall be numbered and major sections and all attachments shall be referenced in the table of contents. In order to enable the City to review the information contained in the proposals effectively, proposals shall reference the numbered and lettered sections of the RFP. The response to each section shall be clearly indicated and addressed or an explanation provided for why the Respondent is not submitting a proposal for a specific section or requirement of the RFP. If desired, the proposal may include an executive summary of no more than two pages.

Each proposal shall be signed 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 a proposal 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 proposals and on such other available information that the City determines to be relevant. The evaluation of proposals may include an on-site assessment, meetings with authorized personnel, and may involve the use of a third-party consultant.

The Respondent selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City (see Attachment A, the City's standard PSA form). The establishment of a PSA is contingent upon approval by City Council for all Agreements in excess of \$10,000 or for a period of more than one year and upon the availability of funds for such an agreement. 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 City's Living Wage requirements and MWBE and Workforce Utilization Goals)

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.

PROPOSAL CONTENT

The Respondent's proposal should include the following Scope of Services information in the order specified including a (Table of Contents):

1. Cover Letter
2. Executive Summary
3. Pricing/Cost Proposal
4. Project Methodology
5. Relevant Experiences/References
6. Project Team/Qualifications of Personnel
7. Project Time Schedule

1. Cover Letter

The Proposal shall contain a cover letter acknowledging Respondent's understanding of the RFD process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Respondent's company.

Provide company's name, address, web address, telephone and fax number(s). Please include name, title and email address of the individual who will serve as company's primary contact. Describe the company's ownership.

2. Executive Summary

The Proposal shall include an Executive Summary providing a brief overview of Respondent's products and services as specified in the Scope of Work section of the RFP. The Executive Summary shall be limited to three (3) pages and should include:

- a. Background information including legal name, headquarters address, principal place of business, additional facilities and locations, the names of principals/partners, number of employees (categorized by full-time, part-time and temporary), and the number of years providing the services specified in the RFP.
- b. Statement of understanding of the City's intent and objectives specified in this RFP and Respondent's approach/plan to achieving those objectives.
- c. Brief description of knowledge and relevant experience in providing similar services to other municipal, local government and public-sector clients, public safety agencies and fire departments.
- d. Brief summary of qualifications, experience, and background of the project team and its committed key personnel.

3. Pricing/Cost Proposal

The Proposal shall include Respondent's detailed pricing to include:

- a. Overall (lump sum) total project cost. The total cost shall include the Respondent's professional fees for each phase of the project and the Respondent's estimated related expenses.
- b. Itemized costs at each phase of the project (i.e. professional fees and estimated related expenses.)
- c. Miscellaneous project costs (i.e. professional fees and estimated related expenses).
- d. Administrative costs for conducting analysis sessions, information gathering sessions, etc.)
- e. Costs for travel, lodging, food and related expenses.
- f. Any additional charges associated with the design, preparation, or administration of the evaluation process for the Scope of Work.

4. Project Methodology

Respondent should provide a detailed description of the services to be provided as set forth in the RFP. The description should include, but not be limited to, a description of the following:

- a. An introduction with an overview of the Respondent's understanding of the scope of work and services to be provided.
- b. The proposed services and methodology/approach that will be used to accomplish the tasks identified in the Scope of Work.
- c. Provide an example where you had to modify or adjust your approach to increase your ability to be impactful.

5. Relevant Experience/References

Respondent shall provide a concise description of backgrounds and experiences as they relate to the scope of work outlined in the proposal. The description should include experience in the areas of evaluating recruitment, selection and hiring processes. The minimum acceptable years of experience shall be five (5) years reflecting the following:

- a. Working with city governments, specifically fire departments or public safety agencies.
- b. Employing industry best practices specific to recruitment and hiring processes.
- c. Providing clearly defined recommendations.
- d. Providing approaches to integrating recruitment, testing, and hiring in the agency.
- e. Integration of best practices into the proposed community engagement and recruitment strategies

Respondent must include five (5) references (not including the City of Rochester), of similar projects. Each reference should include:

- a. Name and address of organization or municipality
- b. Type of contract
- c. Name, title, email address, and telephone number of contact person
- d. Brief summary of the scope of services provided to the organization/municipality
- e. Number of years or duration of contracts with the organization/municipality

6. Project Team/Qualifications of Personnel

Respondent shall describe the qualifications and skills of its company/organization to provide the services set forth in this RFP. The description shall include but not be limited to the following:

- a. Names, qualifications, credentials, years of experience, and past project roles of each team member who will be committed essential work of the proposed project and a detailed description of their roles and accountability for each phase of assigned work.
- b. If Respondent intends to subcontract any part of the work under this contract, indicate the services to be subcontracted and the names of the subcontractors to provide the services.

7. Project Time Schedule

The Respondent shall include a proposed time schedule/timeline for completion of each phase of the project (i.e. days, weeks, months) as it relates to the Respondent's project management plan. The schedule should include project tasks/phases, their duration and their relation to each other phase and the completion of the project.

The time schedule should be well thought out, realistic, and reflect a clear understanding of the scope of the project.

Respondent shall detail how its team will complete the project by the scheduled dates and outlines in the scope of work.

EVALUATION CRITERIA

Proposals from contractors who meet or exceed the Minimum Criteria will be evaluated and rated based on the following Comparative Criteria. RFD reserves the right to ask any Respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the Comparative Criteria listed below:

To the extent that a Comparative Criterion requires the certification of fact, the Respondent's certification as to that fact shall be an adequate response provided, however, that on request the Respondent shall provide to the City such evidence that the City may request to support that fact.

Proposals that meet the Minimum Criteria will be evaluated based on the following comparative criteria:

A. EXPERIENCE

Highly Advantageous: Consultant has substantial experience in work related to recruitment and fire departments.

Advantageous: Consultant has adequate experience in work related to recruitment and public safety agencies.

Not Advantageous: Consultant has minimal experience in work related to recruitment.

B. COMPLETED EVALUATION AND ASSESSMENT EXERCISES

Highly Advantageous: Consultant has completed a substantial number of evaluation and assessment exercises for fire departments.

Advantageous: Consultant has completed an adequate number of evaluation and assessment exercises for public safety agencies.

Not Advantageous: Consultant has completed minimal number of evaluation and assessment exercises.

C. STAFF

Highly Advantageous: Consultant assigns a principal consultant and a project team who have demonstrated excellence in work related to recruitment and fire departments.

Advantageous: Consultant assigns a principal consultant and a project team who have demonstrated competency in work related to recruitment and fire departments or public safety agencies.

Not Advantageous: Consultant assigns a principal consultant and a project team who have not demonstrated excellence or competency in work related to recruitment.

D. PLAN OF SERVICES

Highly Advantageous: Consultant has a well-defined and developed Plan of Services in response to this Request for Proposals and demonstrates a clear and understandable implementation strategy.

Advantageous: Consultant has a sufficiently defined and developed Plan of Services in response to this Request for Proposals and demonstrates an adequate but not exceptional implementation strategy.

Not Advantageous: Consultant has an inadequately defined and developed Plan of Services in response to this Request for Proposals and demonstrates an undefined implementation strategy.

E. REFERENCES

Highly Advantageous: Consultant provides multiple references who give the consultant an overall rating of “highly advantageous.”

Advantageous: Consultant provides limited references who give the consultant an overall rating of “highly advantageous.”

Not Advantageous: Consultant provides an inadequate number of references of whom rates the consultant as “highly advantageous.”

F. INTERVIEW

In addition to the foregoing, the City will interview Respondents. Interviews shall be given only to the three (3) Respondents ranking highest in Comparative Criteria A-E above.

Highly Advantageous: Consultant receives an overall rating of “highly advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills, and the depth of understanding the unique needs of a fire department as it pertains to recruitment and the hiring process.

Advantageous: Consultant receives an overall rating of “advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills, and the depth of understanding the unique needs of a fire department as it pertains to recruitment and the hiring process.

Not Advantageous: Consultant receives an overall rating of “not advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills and the depth of understanding the unique needs of a fire department as it pertains to recruitment and the hiring process.

MWBE and Workforce Goals:

The City of Rochester desires to encourage minority and women owned (MWBE) businesses 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 MWBE bonus weighting as follows:

1. The City will give preference to Consultants who are New York State certified MWBEs. Consultants who meet this requirement shall receive **an additional weighting of 10%**.
2. The City will give preference to Consultants who utilize state certified MWBE 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 MWBEs from outside the Region may be counted if there are insufficient businesses in the Region to perform the specialized work or consulting services required. Either if one or more MWBE subcontractors will perform 10% to 20% of the work of the contract – measured as 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 MWBE 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 MWBE Consultant or for use of MWBE subcontractors. If one or more MWBE subcontractors are proposed, they must be named and the size of the subcontract identified. If selected, the Respondent shall submit an MWBE Utilization Plan on the City's form for approval by the MWBE 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 MWBE Utilization Plan for approval by the MWBE Officer. The MWBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of MWBE 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 subcontractor's 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 MWBE 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 MWBE 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 MWBE 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 MWBE 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 MWBE and Workforce Goals:

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

City of Rochester location preference: The City favors contracting with firms located in the City of Rochester and a preference will be given to Consultants 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.

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. Although costs are an important consideration, the decision will be based on qualifications and compliance with the requirements of this RFP and not solely on cost. 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.

MISCELLANEOUS:

The City reserves the right to amend or withdraw this RFP at 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.

Attachment PSA

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 _____, Rochester, N.Y. 14____, 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 workmanlike 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:

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.

B. 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 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 he 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 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 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 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 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.

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: _____

SAMPLE

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 his 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

Attachment B

City of Rochester Professional Consultant Services Workforce Staffing Plan

WORKFORCE STAFFING PLAN FOR PROFESSIONAL CONSULTANT SERVICES											
PROJECT NAME:						DATE:			MINORITY GOAL		FEMALE GOAL
CONSULTANT:						AGREEMENT NUMBER:			20.00%		6.90%
CLASSIFICATION	NUMBER OF EMPLOYEES WORKING ON PROJECT									MINORITY %	FEMALE %
	TOTAL			MINORITY			NON-MINORITY				
	M	F	Non-Binary	M	F	Non-Binary	M	F	Non-Binary		
Officials, Administrators											
Professionals											
Technicians											
Sales Workers											
Office, Clerical											
Craft Workers											
Laborers											
Temporary, Apprentices											
Other (Specify)											
TOTAL WORKFORCE											
Prepared by (Signature):						Title:			Phone:		
Printed Name:						Date:			Email:		
Reviewed by MWBE Officer:									Date:		

Rev. 1/27/22

Attachment C

City of Rochester Professional Consultant Services Workforce Utilization Report

PROJECT NAME:		FOR WORK DONE FROM: _____ TO _____			MINORITY GOAL:	FEMALE GOAL:						
CONSULTANT:		AGREEMENT NUMBER:			20.00%	6.90%						
TRADE	EMPLOYEES WORKING ON PROJECT (NUMBER OF EMPLOYEES / HOURS WORKED)										MINORITY %	FEMALE %
	TOTAL			MINORITY			NON-MINORITY					
	M	F	Non-Binary	M	F	Non-Binary	M	F	Non-Binary			
Officials, Administrators	Employees											
	Hours											
Professionals	Employees											
	Hours											
Technicians	Employees											
	Hours											
Sales Workers	Employees											
	Hours											
Office, Clerical	Employees											
	Hours											
Craft Workers	Employees											
	Hours											
Laborers	Employees											
	Hours											
Temporary, Apprentices	Employees											
	Hours											
Other (Specify)	Employees											
	Hours											
TOTAL WORKFORCE	Employees											
	Hours											

Prepared by (Signature):	Title:	Phone:
Printed Name:	Date:	Email:

Consultants shall submit this form at least quarterly (i.e. every three (3) months after the start of the agreement), or as otherwise requested by MWBE Officer. Reports shall be submitted with each invoice if filed more frequently than once per quarter.