



REQUEST FOR PROPOSALS

DISTRICT-WIDE TECHNOLOGY (DWT) CONSULTANT FOR PHASE 2

The Rochester Joint Schools Construction Board, on behalf of Rochester Schools Modernization Program, seeks to identify professional firms qualified to provide District-Wide Technology (DWT) Consultancy Services related to Phase 2 of the Program.

Issue Date:
July 19, 2016



Rochester Joint Schools Construction Board

1776 N. Clinton Avenue, Rochester, New York 14621
Telephone: 585-512-3806

REQUEST FOR PROPOSAL

Date: July 19, 2016

To: Technology Consulting Firms

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

Project Title: District-Wide Technology (DWT) Consultancy Services

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

Submit Questions to: trenauto@aol.com

RFP SCHEDULE

1.	RJSCB issuance of the Request for Proposals.	19 July 2016
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.	26 July 2016 (Noon)
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	28 July 2016 (5:00 PM)
4.	Submittal Deadline for Proposals.	2 August 2016 (Noon)
5.	Interviews with short listed firms (anticipated).	Week of 15 August 2016
6.	Award (anticipated).	23 August 2016

INDEX

SECTIONS:

1.0	PURPOSE OF REQUEST FOR PROPOSAL.....	5
2.0	DISTRICT INFORMATION	6
3.0	ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION	6
4.0	SCOPE OF SERVICES	Error! Bookmark not defined.
5.0	PROPOSAL REQUIREMENTS:.....	10
6.0	RECORDS AND REPORTS.....	Error! Bookmark not defined.1
7.0	DISTRIBUTION OF REPORTS.....	Error! Bookmark not defined.1
8.0	COMMUNICATION.....	Error! Bookmark not defined.1
9.0	OWNER RESPONSIBILITIES.....	Error! Bookmark not defined.1
10.0	CONTRACTOR RESPONSIBILITIES.....	Error! Bookmark not defined.2
11.0	RFP REVIEW CRITERIA.....	Error! Bookmark not defined.2
12.0	SUBMITTAL REQUIREMENTS/RESPONDING TO THE RFP	Error! Bookmark not defined.3
13.0	INSURANCE REQUIREMENTS	Error! Bookmark not defined.4
14.0	INTERVIEW/SELECTION PROCESS.....	Error! Bookmark not defined.
15.0	QUESTIONS.....	Error! Bookmark not defined.6
16.0	EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP). Error! Bookmark not defined.	
17.0	PROCUREMENT PROCESS.....	17

**Request for Proposal
District Wide Technology Consultant**

Appendices:

- Appendix A: Certification of Non-Collusion in Bidding
- Appendix B: Offerers' Affirmation of Understanding of an Agreement Pursuant to State Finance Law §139-j (6) (b)
- Appendix C: Offerers' Certification of Compliance with State Finance law §139-k (5)
- Appendix D: Form of Offerers' Disclosure of Prior Non-Responsibility Determination

Attachments:

- Attachment A: Fee Submittal Form
- Attachment B – Diversity Program (DP) Forms:
 - Form DP-1: Schedule of MBE/WBE/DBE/SBE Participation
 - Form DP-2: MBE/WBE Letter of Commitment to Perform
 - Form DP-3: Monthly Employment Utilization Report (with Instructions)
 - Form DP-3a: Monthly EBE Utilization Report (with Instructions)
 - Promise of Non-Discrimination
 - EBE Assurance Statement
 - Good Faith Efforts Checklist
- Attachment C: Preliminary Phase 2 Schedule
- Attachment D: Proposer's Certification of Compliance with Iran Divestment Act
- Attachment E: Consulting Services Agreement

Exhibits: (to be included as Exhibits to Consulting Services Agreement):

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Services
- Exhibit C – Cost of Services
- Exhibit D – Insurance Requirements
- Exhibit E – Equal Opportunity and Business Opportunity Program (BOP)

1.0 PURPOSE OF REQUEST FOR PROPOSAL

The Rochester Joint Schools Construction Board (RJSCB), on behalf of the Rochester City School District (RCSD), seeks the professional services of a District-Wide Technology (DWT) Consultant with expertise in various phases of design and construction of public school buildings and in technology integration, design, and management of Pre-K and K-12 school projects.

The Rochester Schools Modernization Program (RSMP) is governed by the RJSCB to modernize the Rochester City Schools. Although it is the intent of the RJSCB to award these services to one firm, the RJSCB reserves the right to issue contracts to multiple service providers that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired. The services being requested under this RFP are for only the projects in the Phase 2 program.

For Phase 2, the RJSCB intends to undertake 14 projects, in 13 schools, for the design, reconstruction, or rehabilitation of existing buildings for their continued use as schools by the School District (collectively, the “Phase 2 Projects”), which have been further defined as Phases 2a, 2b, 2c, and 2d.

Services included in this RFP are for all fourteen (14) school projects identified in Phase 2, and the District Wide Technology (DWT) project. At this time, the contracting plan for each of the 14 school projects are based on a multiple Prime format with a General Trade, Mechanical, Electrical, and Plumbing Contractor. The RJSCB reserves the right to change this contracting plan as necessary.

This RFP is specific to Phase 2 of the RSMP, in accordance with Chapter 533 of the Laws of New York enacted on December 17, 2014 (the “Phase 2 Act”). There is a significant change from Phase 1 in how the District Wide Technology (DWT) work will be designed and how the construction package will be awarded. In Phase 2, the DWT design will be the responsibility of the Architect of Record for each individual project. Similarly, the Electrical Prime Contract for each project will be awarded with the DWT scope of work for that project.

The Phase 2 Act authorizes the reconstruction of up to 26 projects at a total cost not to exceed \$435 million. The Phase 2 Master Plan approved by the Board of Education, the City of Rochester and the RJSCB, submitted to NYS Education Department and the State Comptroller, includes the following 13 schools and their District-Wide Technology (DWT) improvements:

- James Monroe High School (Parts A and B)
- Virgil I. Grissom School No. 7
- John Walton Spencer School No. 16
- East High School
- Dr. Freddie Thomas High School
- Martin B. Anderson School No. 1
- Edison Technical High School
- School Without Walls
- Dag Hammarskjold School No. 6
- Dr. Walter Cooper Academy School No. 10
- George Mather Forbes School No. 4
- Clara Barton School No. 2

Request for Proposal District Wide Technology Consultant

- The Flower City School No. 54
- District-Wide Technology (DWT) Project (Groups 2a & 2b)

It is anticipated that firm(s) selected to serve as the RJSCB's DWT Consultant will review DWT design documents prepared by each Architect of Record; perform inspections of work in place; verify payment applications and Invoices from DWT Contractors and Vendors; participate in the Business Opportunities Program being developed by the Program Manager including Minority- and Women-Owned Business Enterprise ("M/WBE") training and support; coordinate with prime contractors and subcontractors during and after bids; and document conditions according to applicable program requirements.

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

2.0 ROCHESTER CITY SCHOOLS DISTRICT INFORMATION

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

3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD INFORMATION

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

The estimated \$1.3 billion RSMP is expected to span approximately 15 years. Construction of Phase 1 projects began in 2012. The remaining Phase 1 projects (School 12 and Monroe High School) are currently under construction and are scheduled to be completed in the summer of 2016.

The Phase 2 Master Plan has received approval from the New York State Education Department. In parallel to the Master Plan work, the District authorized the RJSCB to begin design work on two "Early Start" Phase 2 projects: East High School and Monroe High School. Starting design work at these projects is critical in order to support the District's new program strategy and delivery model at East High School and to connect the Phase I and Phase 2 projects at Monroe High School. The students at Monroe High School are in currently in swing space during implementation of Phase I project at Monroe. In addition, Architectural services for Schools #7 and #16 have been awarded and will complete the "2a" group of projects. The RJSCB has recently submitted the construction documents for Monroe High School "Part A" to The New York State Education Department and is expecting to receive approval in the summer of 2016.

4.0 OVERALL SCOPE AND SCHEDULE OF SERVICES

The DWT Consultant (individual or firm) hired by the RJSCB for the entire Phase 2 program will report to the Program Manager of the RSMP. The overall scope is to support the Rochester City School District and the RSMP for consistency in approach, management, and standardized implementations of DWT systems. In

Request for Proposal District Wide Technology Consultant

addition to the identified project scope, the DWT Consultant shall provide technical specification standards (for inclusion in bid documents) that will be used for design and construction of schools associated with the RSMP. These technical specification standards have been documented by RCSD Information Management & Technology and Facilities staff. It will be the DWT Consultant's responsibility to ensure that these standards are regularly updated and are adhered to throughout the life of the Phase 2 program.

As it relates to the RSMP Phase 2 program, the DWT Consultant shall work in a collaborative environment involving the RJSCB's Executive Director, the Program Manager, Architects, Engineers, Construction Managers, RCSD, City of Rochester, the RCSD's E-rate Consultant, and Contractors, which covers a multi-site, uniform, standards-based solution.

The scope of the DWT Consultant consists of activities related to:

- Project Management of DWT work by the electrical contractor on each project including: wiring, CCTV Security and cameras, Classroom Amplification Systems, classroom technology such as interactive whiteboards or touchscreen monitors, VoIP, and Communications requirements, in strict compliance with most current RSCD IT/MIS and design standards and the requirements of the contract documents.
- Project management and technical support to RJSCB's Architects and Engineers, Construction Managers, including development of project schedule information suitable for incorporation into Primavera P6 schedule format and cost estimates.
- Representation at all RSMP Technology Work Sessions.
- Identification of all technology system components eligible for E-rate funding.
- Verification of estimated net costs for technology and management of the owner's budget as it relates to owner supplied equipment.
- Review and support to the Architect of Record in development of bid documents including drawings and specifications
- Preparation of RFPs for technology cabling and equipment, Network Electronics, and expansion of existing Voice Over Internet Providers (VoIP) system
- Evaluation of bids and RFP responses.
- Preparation of contract packages for Cabling, Network Electronics, VoIP, owner-provided "commodity purchases" related to classroom technology, and Security per building project.
- Coordination and assistance to RCSD E-rate Consultant in filing for E-rate applications in accordance with Federal E-rate, New York State, and RCSD procurement requirements.
- Development of E-rate and Non E-rate eligible technology and security scope of work required for specific facilities within funding cycle.
- Coordination of School eligibility and discount level.
- Coordination with district E-rate Consultant throughout the term of the Rochester Schools Modernization Plan (RSMP).
- Preparation of all necessary forms and documentation to be submitted to New York State Education Department and the E-rate Program.
- Preparation of funding commitment documents.
- Development of pricing matrix to match school eligibility.
- Development of product specifications and installation requirements matching RCSD Technology Standards.
- Progress Reports prepared & delivered to the Program Manager

**Request for Proposal
District Wide Technology Consultant**

- Integrated Clock/Paging and Voice Communications Systems.
- Integrated Security Access and Surveillance Systems.
- Integrated Building Controls.
- Integrated Sound Amplification System
- VoIP system design.
- Circuit ordering and coordination.
- Testing, labeling, documentation, and acceptance
- Warranty requirements

4.1 DETAILED SCOPE OF SERVICES

The DWT Consultant shall be responsible for coordinating and supporting the District-Wide Technology (DWT) Project. Specifically, the DWT Consultant shall:

1. Assess functional requirements and standardization for up to 13 schools (14 projects and the DWT work integrated in each of the 14 Phase 2 projects) for the following systems:
 - Public Address (PA) System including district wide paging and emergency notification.
 - Local Area Network (LAN) Equipment for the distribution of data, voice and video packets.
 - Wireless LANs for access to district resources as well as internet for students, teachers, and staff.
 - Access control headend equipment for a uniformed deployment between renovated buildings.
 - Classroom technology such as Interactive Whiteboards and classroom amplification systems.
 - Video Surveillance systems both headend and end points such as cameras, monitors and software.
 - Voice over IP phone systems and Handsets.
2. Evaluate aforementioned systems for functional efficiency and operational costs to determine which standard should be kept, and what systems may need to be upgraded.
3. Provide recommendations on DWT policies for Phase 2 of the RSMP.
4. Work with Architect of Record to provide DWT specifications and requirements, based on Rochester City School District (RCSD) standards. Administer all DWT design, infrastructure, and Mini-Bid contracts entered into by the RJSCB.
5. Provide standard specifications for DWT Mini-bids, using New York State Office of General Services (NYS OGS) system or other state contracting system.
6. Review Construction Documents for accuracy, compliance, and requirements.
7. Coordinate procurement and installation of DWT equipment with RCSD Facilities and IT/MIS staff.

**Request for Proposal
District Wide Technology Consultant**

8. Attend all RSMP Team meetings to resolve DWT related issues.
9. Attend all construction project meetings (including coordination meetings) to resolve DWT related issues.
10. Attend Contractor coordination meetings to resolve DWT related issues.
11. Coordinate responses to Requests for Information (RFIs) with Architect/Engineer (A/E) for each project and Construction Manager (CM) for each project.
12. Conduct field observation of DWT Installations as required or requested.
13. Review and approval of DWT Applications for Payment monthly.
14. Coordinate Commissioning of DWT systems with Commissioning Agents, CM's, and A/E's.
15. Attend DWT related pre-bid conferences.
16. Oversee the delivery, installation, implementation and testing of all awarded equipment for compliance with the technical specifications.
17. Provide updates on DWT as required to all necessary parties on critical issues regarding the implementation and integration of the work with construction work.
18. Assist in punch list walkthroughs with the District, Construction Managers, A/E's for each group of schools, and DWT Integrator.
19. Coordinate with Construction Managers and regularly attend construction phase meetings as necessary.
20. Prepare schedules and reports as may be specified and required by the program;
21. Review and verify bids and/or proposals received for compliance with project requirements/goals;
22. Participate in de-scope meetings with the Program Manager, CM, A/E, and bidder(s);
23. Participate in construction progress meetings as necessary to discuss compliance issues or to provide assistance/training to contractors regarding project reports;
24. Make recommendations to the RJSCB for award or rejection of bids;
25. Participate in and prepare Request for Proposals (RFP's) and Mini-bid document preparation for DWT items to be procured by the RJSCB;
26. Maintain complete and accurate project files for all DWT projects;

**Request for Proposal
District Wide Technology Consultant**

27. Participate in the Business Opportunities Program (BOP) as developed by the Program Manager for Phase 2 including: business and community outreach sessions for business and workforce participation, project informational sessions, and training sessions for firms that wish to participate in the project;
28. Support with final commissioning and provide DWT project close-out reports to the Program Manager for each Phase 2 school project.

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

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

4.2 SCHEDULE OF SERVICES AND TERMS OF CONTRACT

The DWT Consultant will begin work immediately upon contract award by the RJSCB, anticipated for 22 August 2016 for the duration of Phase 2, which is anticipated to be complete in December 2021. Please see Attachment C: Preliminary Phase 2 Schedule for more information.

5.0 PROPOSAL REQUIREMENTS

General:

- Provide proof that the firm is duly authorized to perform the requested services in New York State.
- Provide **full-time** staffing for the duration of the Phase 2 Program.
- Provide a detailed staffing plan indicating each project and understanding of the project schedule.
- Provide a cost for the total value for the work. The proposal must indicate all levels of staff being proposed, the rates for each person, the hours for each person for the duration of the project.
- Provide per-hour rates for the following personnel:
 - Project Executive
 - Project Manager
 - Administrative Support or Intern
 - Any additional categories not listed here.

The proposer must include in their proposal their acknowledgment and acceptance that services not listed in the “scope of services” may be required during the effective duration of agreements being supported by these services.

**Request for Proposal
District Wide Technology Consultant**

Billing Procedures: The DWT Consultant will be reimbursed on a unit cost/hourly basis up to the lump sum defined in the proposal. Additional services may be authorized, if necessary, with advance notification from the Program Manager and the Executive Director. The DWT Consultant is to submit invoices on a monthly basis indicating the project name, with the name of each staff member and their associated hours and rates.

Reimbursable expenses:

- Mileage expenses for local travel to job sites/meetings within the Rochester area are non-reimbursable expenses. No reimbursable expenses will be allowed unless there is pre-approval from the RJSCB Executive Director.
- All consumables such as office supplies, copies, etc. necessary carry out the performance of the work are not considered reimbursable. Costs should be factored into the total value for the work.

6.0 RECORDS AND REPORTS

The DWT Consultant shall submit reports to the Program Manager and the Executive Director for review. Reports must be submitted a minimum of 7 days prior to the monthly RJSCB Committee meeting. Report format to be determined.

7.0 PROGRAM OFFICE

The DWT Consultant will be provided office space and typical office furniture for one person in the Program Manager's Office at 1776 N. Clinton Ave, Rochester New York 14621.

8.0 COMMUNICATION

The DWT Consultant shall communicate with all project team members, but shall report to the Program Manager.

9.0 OWNER RESPONSIBILITIES

Owner will provide the DWT Consultant with a copy of the Comprehensive School Facilities Modernization Plan for Phase 2.

10.0 CONTRACTOR RESPONSIBILITIES

Contractors shall cooperate with the DWT Consultant. Refer to Section 4, Scope of Services.

11.0 RFP REVIEW CRITERIA

The written responses to the following points shall be used as criteria by the RJSCB for developing a list of finalists for interview and/or for final selection. Please specifically identify the following for consideration in submitting your fee proposal:

1. Relevant DWT Consultant Services experience over the past 10 years.
2. Experience working with School Districts of similar size.
3. Location of business operations for team members in the greater Rochester area.

**Request for Proposal
District Wide Technology Consultant**

4. If partnering with another firm or consultant, whether the team members have worked together on previous projects.
5. Specific team members assigned to the project along with their professional background, experience and qualifications.
6. References received on behalf of the firm as well as for the individual project team members.
7. Ability to meet the goals set forth in the Preliminary Diversity Plan.
8. Document Quality (i.e. completeness, accuracy) (SUBMIT SAMPLES FOR REVIEW).
9. Adherence to the RJSCB's policies, procedures, and standards.
10. Flexibility to the Owner's changes.
11. Adherence to the project schedule.
12. Coordination with the RJSCB Executive Director, Program Manager, Architects, Engineers, and Construction Managers.
13. Describe the firm's familiarity and understanding of the Rochester Schools Modernization Project and the RCSD IT/MIS Department.

The RJSCB, with its Program Manager (Savin Engineers, P.C.), will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which firm can provide the most effective services as an experienced DWT Consultant Services Provider.

Minority-owned and women-owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in Section 17 of this RFP. Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

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

12.0 RESPONDING TO THE RFP / QUALIFICATIONS

Submission: Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the Rochester Joint Schools Construction Board located at 1776 N. Clinton Avenue, Rochester, NY 14621; Attention: Mr. Thomas Renauto, Executive Director, no later than **Noon (12:00 P.M. Eastern) on 02 August 2016.**

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

**Request for Proposal
District Wide Technology Consultant**

Unit prices/Hourly Rates for services should be submitted with the proposal.

Statement of Qualifications: Statement of qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration for DWT Consultant Services. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below.

The statement shall bear the signature and title of an authorized representative of the proposer.

Résumés of DWT Consultant Staff shall be submitted with the proposal and shall identify individuals' experience. It is expected that services will be performed by qualified individuals who have relevant experience in Design and Management of DWT systems.

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

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

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

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

**Request for Proposal
District Wide Technology Consultant**

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

13.0 INSURANCE REQUIREMENTS / INDEMNIFICATION

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

Commercial General Liability Limits:

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

Business Automobile: \$1 million per accident

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

Workers’ Compensation: Statutory amount

Employer’s Liability: \$500,000.00

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

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

Request for Proposal District Wide Technology Consultant

Development Agency (COMIDA or another Capital Bonding agency to be named by RJSCB), and U.S. Bank National Association (or another Trustee to be named by the RJSCB), must be named as additional named insured on such policies as well.

All liability policies (excluding workers compensation and professional) shall also include the following as additional insured on a primary and non-contributory basis: Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Savin Engineers, P.C.; Gilbane Building Company, the County of Monroe Industrial Development Agency (“COMIDA”) (or another capital bonding agency to be named by RJSCB), and U.S. Bank National Association (or another Trustee to be named by the RJSCB). A waiver of subrogation in favor of Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Savin Engineers, P.C.; Gilbane Building Company, the County of Monroe Industrial Development Agency (“COMIDA”) (or another capital bonding agency to be named by RJSCB), and U.S. Bank National Association (or another Trustee to be named by the RJSCB) applies to general liability; automobile liability; umbrella and worker's compensation (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent - to be attached to certificate). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. Policies shall include a 30 day notice of cancellation to Rochester Joint Schools Construction Board (RJSCB). Copies of all other endorsements to be attached to the certificate.

*** If a proposer does not have the above limits and endorsements in their current insurance coverage, and to do so would cost additional premium, proposers should indicate specifically what the limit or endorsement is and what the cost will be to add it in their submission in response to this RFP.**

Indemnification & Hold Harmless: The selected firm will be required to indemnify, defend and save harmless the RJSCB, the City of Rochester, the Rochester City School District, Savin Engineers P.C., Gilbane Building Company the County of Monroe Industrial Development Agency (“COMIDA”) (or another capital bonding agency to be named by RJSCB), and U.S. Bank National Association (or another Trustee to be named by the RJSCB) and their officers, agents, and employees as set forth in the indemnity provision in the attached agreement.

14.0 INTERVIEW / SELECTION PROCESS

Proposals will be reviewed and evaluated by a panel composed of RSMP and RJSCB staff and board members, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time, and location. **Firms will be notified regarding interviews, which are anticipated for the week of 15 August 2016.** The RJSCB reserves the right to waive any interviews if the panel believes that interviews are not necessary for their selection and in the best interest of the RJSCB. Final selection of the firm(s) is expected to occur at a special meeting of on **23 August 2016.**

15.0 QUESTIONS

Prospective proposers are entitled to ask questions about the RFP and the nature of the services being solicited in accordance with the procedure for the submission of such questions specified in this RFP.

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to trenauto@aol.com by **Noon (12:00 PM Eastern) on 26 July 2016.** Submitted questions and answers will be provided to all solicited firms via email by addendum by **5:00 PM Eastern on 28 July 2016,** barring any unforeseen circumstances.

16.0 EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP)

The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises (M/WBE's), disadvantaged business enterprises (DBE's), and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB.

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB.

Each firm submitting a proposal in response to this RFP should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more, shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses.

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more shall agree to comply with the following workforce diversity rules and requirements:

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

The RJSCB is also committed to the meaningful participation of qualified minority-owned, disadvantaged business entities and small business entities in the RSMP. In order to meet its commitment, all contractors, suppliers, professional service firms, and/or other business entities providing goods and services under a RJSCB contract of \$25,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$25,000 or more (and \$100, 000 or more for construction services), the selected contractor, supplier, professional service firm and or other business entity agrees to provide for the following:

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

Request for Proposal District Wide Technology Consultant

- Women-Owned Business entities shall participate in a minimum of 10 % of each contract or purchase order;
- Disadvantaged Business entities shall participate in a minimum of 3 % of each contract or purchase order;
- Small Business entities shall participate in a minimum of 3 % of each contract or purchase order.

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase 2 and for contracts awarded in future Phases 3 and 4 of the RSMP.

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

BUSINESS OPPORTUNITY PROGRAM (BOP)

The RJSCB recognizes the need to take action to ensure that Minority and Women-Owned, Disadvantaged and Small Business Enterprises (M/W/D/SBE's) are given the opportunity to participate in contracts with the Board. To help meet these objectives, the Business Opportunities Program (BOP) is designed to bring training, education and mentoring to eligible M/W/D/SBE's resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP's initiative brings together two distinct services- (1) Mentor-Protégé supported by comprehensive training, and (2) Community Outreach & Engagement, created specifically as a catalyst for driving economic diversity growth.

The BOP is intended to increase the number of certified M/W/D/SBE's capable of bidding on construction contracts, educate and train business owners in specific construction related areas, and to improve the small contractors' management, organization and overall skills by teaching them new strategic tools to support the growth of their businesses.

BOP Allowance

The DWT Consultant shall be required to include a stipulated allowance of \$15,000 (see Fee Proposal Form) to compensate for the firm's 'key staff' to provide periodic training/instruction/support activities related to the RJSCB's new Business Opportunities Program (BOP) initiative.

17.0 PROCUREMENT PROCESS

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between the Board and an offerer/bidder during the procurement process. **An offerer/bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the procurement contract by the Board (restricted period), to other than the Board's procurement officer (Procurement Officer) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).** The Board's Procurement Officer for this governmental procurement, as of the date hereof, is identified in this Request for Proposals. Board employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period; the offerer/bidder is debarred from obtaining government procurement contracts. Further information about these requirements may be obtained from the Procurement Officer.

**Request for Proposal
District Wide Technology Consultant**

Procurement Officer: Mr. Thomas Renauto
Executive Director
Rochester Joint Schools Construction Board
1776 N. Clinton Avenue
Rochester, NY 14621
Phone: (585)-512-3806

APPENDIX A

CERTIFICATION OF NON-COLLUSION IN BIDDING

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury that to the best knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

APPENDIX B

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

Background:

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

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

Instructions:

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

APPENDIX C

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

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

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

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

BY: _____
(Sign)

DATED: _____, 20 _____

**Request for Proposal
District Wide Technology Consultant**

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____

**ATTACHMENT A:
 FEE SUBMITTAL FORM**

RSMP – DWT Consultant Services

TOTAL NOT TO EXCEED PRICE PROPOSAL _____.

TOTAL WRITTEN VALUE: _____ (DOLLARS)

Business Opportunities Program Participation Allowance: \$15,000.

Fee Breakdown by Project

DWT 2A - Group 2a & 2b Schools	Fee (\$)
James Monroe High School Part A	
Virgil I. Grissom School No. 7	
John Walton Spencer School No. 16	
East High School	
Dr. Freddie Thomas High School	
School Without Walls	
Martin B. Anderson School No. 1	
James Monroe High School Part B	
Edison Technical High School	
DWT 2B - Group 2c & 2d Schools	
Dag Hammarskjold School No. 6	
Dr. Walter Cooper Academy School No. 10	
George Mather Forbes School No. 4	
Clara Barton School No. 2	
The Flower City School No. 30/54	
Total	

Additional Services Hourly Rates

<u>Title</u>	<u>Hourly Rate</u>
Project Executive	
Project Manager	
Administrative Support / Intern	
Other	
Other	
Other	
Other	

ATTACHMENT B:

DIVERSITY PROGRAM (“DP”) FORMS

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1. DP -1: SCHEDULE OF EBE PARTICIPATION

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

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

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

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

4. DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT

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

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

6. DP – 3: MONTHLY EBE UTILIZATION REPORT

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

7. PROMISE OF NON-DISCRIMINATION

8. EBE ASSURANCE STATEMENT

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

9. GOOD FAITH EFFORTS CHECKLIST

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

EBE UTILIZATION PLAN (DP-1)		Rochester Schools Modernization Program		
1. Project :		2. Bidding on Contract No./Contract Description		
3. Bidding contractor Name / Address / Phone No. / Fax No. / FEIN		4. Bid Submittal Date (MM/DD/YY)		
		<input type="checkbox"/> Original DP-1 <input type="checkbox"/> Revised DP-1 Rev. Date: _____, 20__		
Project Goals: MBE - 17% WBE – 10 % DBE - 3% SBE - 3%				
6. Name/Address/Phone No. and FEIN of Proposed M/WBE, DBE or SBE	7. Certified as EBE	8. Performance Category	9. Scope of Services to be provided	10. Proposed Dollar Amount
<p>The undersigned, being an authorized representative of the bidding company, hereby certifies that the above information is accurate, and that bidder has received a proposal from, or discussed with, each of the M/WBE, SBE or DBE firms listed herein prior to the submission of the accompanying bid.</p>				
[Bidding Company’s Official Printed Name and Title]: _____				
Authorized Signature: _____ Print Name: _____ Title: _____				
<p>The ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder the amounts indicated above.</p>				

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

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

RSMP PROJECT: _____

PARTICIPANT: _____

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

_____ sole proprietorship (individual)

_____ a partnership

_____ a corporation

_____ a joint venture

Detailed description of work items to be performed by EBE: _____

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

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

_____ Disadvantaged Business Enterprise

_____ Minority-Owned Business Enterprise

_____ Small Business Enterprise

_____ Women-Owned Business Enterprise

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

(Type or Print Name of subcontractor/Joint Venture) _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

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

**Request for Proposal
District Wide Technology Consultant**

Bidding Contractor Company Name

Proposed EBE Company Name

Address

Address

Phone Number

Phone Number

Company Officer Name & Title (Print)

Company Officer Name & Title (Print)

____ / ____ / ____
Company Officer Signature Date

____ / ____ / ____
Company Officer Signature Date

For RJSCB Use Only

Owner Signature

Date

ICO Signature

Date

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

1. *Project:* - name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY) ____/____/____:* indicate the monthly period reporting on, i.e. JUL 2012. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting contractor Name/Address/Phone No./Fax No.* – name/address/phone/fax of reporting entity.
- 4a. *Reporting contractor is a ()1st Tier -or- () Lower Tier contractor:* the reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1st tier Project contract. If you are a first tier contractor leave blank or indicate N/A.
5. *Construction Trade Class.* – indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
6. (a) *Total All Hours by Trade M (Male) F (Female)* – under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.
(b – e) *Minority Hours by Trade M (Male) F (Female)* – under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
7. *Minority % of Total Hours – the percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$.*
8. *Female % of Total Hours – the percentage of total female hours of all hours worked, the total number reported in 6a.F divided by the sum of total numbers reported in 6a. M and 6a.F. Only one figure for each trade classification. ie $(6a.F / (6a.M + 6a.F))$*

Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10.)
9. *Total Number of Employees* – total number of male and total number of female employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.

**Request for Proposal
District Wide Technology Consultant**

10. *Total Number of Minority Employees* – total number of male minority and total number of female minority employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.
11. *Reporting Company Official's Printed Name and Title* - reporting company official's printed name/ title.
12. *Reporting Company Official's Signature* – reporting company official's original signature. By signing this form, this individual is certifying that the information provided on the MWP-3 has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
13. *Date Signed:* - indicate date signed by reporting company official.
14. *Page:* - indicate page number and total number of pages submitted. Attached as many pages as necessary.

**Request for Proposal
District Wide Technology Consultant**

MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP										ROCHESTER SCHOOLS MODERNIZATION PROGRAM											
1. Project:										2. Reporting Period (MMM/ YYYY) _____ / _____											
3. Reporting contractor Name / Address / Phone No. / Fax No.										4a. Reporting contractor is a (<input type="checkbox"/>) 1st Tier - or - (<input checked="" type="checkbox"/>) Lower Tier contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:											
Diversity Goals :										Minority - 22%				Women - 8 %							
5. POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black not of Hispanic Origin (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total Number of Employees		10. Total Number of Minority Employees					
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F				
Grand Total																					
Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted Project site during the above noted month.																					
11. Contractor's Official's Printed Name and Title										12. Contractor Official's Signature					13. Date Signed			14. Page			
_____										_____					___ / ___ / _____			___ of ___			

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

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

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

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

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

In addition to required submissions noted above, the same submissions must be made by the 1st tier contractor directly to the ICO no later than the 5th day of the following month. (e.g. November 2016 DP-3's/RSMP or No-Labor Notice(s) must be received by December 5, 2016.)

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

_____/_____
 Month / Year

Project Name: _____
 Contract No.: _____
 Contractor / Vendor Name: _____
 Address: _____
 Phone No.: _____
 Fax No.: _____
 Change Orders to Date: _____

Original Contract: _____
 Current Contract: _____
 MBE % of Current Contract: _____
 WBE % of Current Contract: _____
 DBE % of Current Contract: _____
 SBE % of Current Contract: _____

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

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

Contractor \ Vendor Representative Signature

PROMISE OF NON-DISCRIMINATION

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

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

Dated: _____

(Authorized Company Representative Signature)

EBE ASSURANCE STATEMENT

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

Subject Proposal for _____

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

Representation of EBE Status

Name: _____

Address: _____

Phone #: _____

Fax#: _____

Email: _____

FEIN: _____

Work to be performed:

_____.

Dollar amount: _____

Percentage of the Total Bid amount: _____

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

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

Contractor/Bidder acknowledgement:

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

Name of Contractor/Bidder firm: _____

Authorized representative: _____

Authorized signature: _____ Date: _____, 20__

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

GOOD FAITH EFFORTS CHECKLIST

The Rochester Joint Schools Board (RJSCB) welcomes your participation in the Rochester School's Modernization Program (RSMP). Pursuant to the requirements of the RSMP and in consideration of the privilege to submit bids/proposals on contracts funded, in whole or in part, by RJSCB,
I/WE, _____, by Owner/Principal _____,

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

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

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

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

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

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

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

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

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

**Request for Proposal
District Wide Technology Consultant**

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

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

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

1. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was declined: _____
Reasons Given for Declining: _____

Please note all categories of ownership that apply:

- ___ Minority-Owned Business Enterprise
- ___ Disadvantaged Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise

2. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was Declined: _____
Reasons Given for Declining: _____

Please note all categories of ownership that apply:

- ___ Minority-Owned Business Enterprise
- ___ Disadvantaged Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise

3. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was Declined : _____
Reasons Given for Declining: _____

**Request for Proposal
District Wide Technology Consultant**

Please note all categories of ownership that apply:

- Minority-Owned Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise

4. Name of subcontractor/Vendor: _____

Phone #: _____

Address _____

Date of Offer to Participate: _____

Date Offer was Declined: _____

Reasons Given for Declining: _____

Please note all categories of ownership that apply:

- Minority-Owned Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise Name of subcontractor/Vendor

ATTACHMENT C:

PRELIMINARY PHASE 2 SCHEDULE

Rochester Schools Phase 2: Preliminary Master Schedule Option "C.1" (Extended MCA)

Date: 2 Feb 2016
Rev: 22 Mar 2016

Candidate Schools	Swing Space	Prelim Budget	2016				2017				2018				2019				2020				2021				2022							
			Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.				
PHASE 2-A PROJECTS:																																		
MONROE CAMPUS – Part "A"	Marshall	\$26M	Design				Construction				See Part B Below																							
GRISSOM SCHOOL 7	Jefferson	\$24M																									Project Close Out							
SPENCER SCHOOL 16	F. Thomas/School 44	\$29M																																
EAST CAMPUS – Part "B"	Marshall (after July 2017)	\$55M																																
PHASE 2-B PROJECTS:																																		
F. THOMAS (for Sch. 25)	Not Required	\$5M					Work for School 25 (Summer)																											
SCHOOL Without Walls	Not Required	\$9M																													Sch. 25 Move in 2018			
SCHOOL 1 (Sch. 15 Relocation) Sch. 1 to Swing Space:	Sch. 6 (currently) Charlotte	\$21M																																
MONROE CAMPUS – Part "B"	Not Required	\$28M																																
EDISON CAMPUS – Part "A"	T.B.D.	\$30M (Infrastructure)																																
PHASE 2-C PROJECTS:																																		
SCHOOL 6 (Sch. 22 Relocation)	Franklin (currently)	\$27M	District CIP at Franklin																															
SCHOOL 10	School 44	\$27M																																
SCHOOL 4	Jefferson	\$28M																																
SCHOOL 2	Marshall	\$31M																																
PHASE 2-D PROJECT:																																		
SCHOOL 30 (Sch. 54 Relocation)	School 25	\$23M																																
District Wide Technology/ Capitalized Interest (Applies to all Phases)	Not Applicable	\$72M +/-																																
GRAND TOTAL		\$435M																																



ATTACHMENT D:

PROPOSER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City and the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the proposer submits the following certification to Rochester Joint Schools Construction Board:

[Please Check One]

PROPOSER'S CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20__

SIGNATURE

PRINTED NAME

TITLE

FULL BUSINESS NAME

Sworn to before me this

_____ day of _____, 20__

Notary Public

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this **“Agreement”**), entered into as of [_____] , 2016 (the **“Effective Date”**), is made by and between **ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD**, having an address at 1776 North Clinton Avenue, Rochester, New York 14621 (the **“Board”** and, as used in certain Exhibits, **“RJSCB”**), and [_____] , a [_____] with an address at [_____] (**“Consultant”**). The Board and Consultant are sometimes referred to herein individually as a **“Party”**, and collectively as the **“Parties.”**

RECITALS

A. The Board was created, pursuant to Chapter 416, Laws of New York State 2007 , as amended pursuant to Chapter 533, Laws of New York 2014 (collectively, the **“Enabling Legislation”**), to act as agent of the City of Rochester (the **“City”**) and the Rochester City School District (the **“District”**), to administer and govern the Facilities Modernization Program (the **“Program”**).

B. Consultant is experienced in technology design and related services in connection with construction projects.

C. The Board desires to retain Consultant to provide certain services in connection with Phase 2 (as defined in Section 1) of the Program, and Consultant agrees to provide such services, in accordance with the terms and conditions set forth in this Agreement.

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

1. **SERVICES.** The Board hereby retains Consultant to provide during the Term (as defined in Section 5(a)), and Consultant hereby agrees to provide to the Board, technology consulting services in connection with Phase 2 of the Program, which services are more fully described on Exhibit A (the **“Services”**), in accordance with the terms and conditions of this Agreement. As used in this Agreement, **“Phase 2”** means the portion of the Program described in the Enabling Legislation as Phase Two. Unless the context requires otherwise, references in this Agreement to the **“Program”** shall be deemed to mean Phase 2 only. The Board may, from time to time, request changes in the scope of Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2) which are mutually agreed upon by and between the Board and Consultant, shall be incorporated in written amendments executed by both Parties.

2. **PAYMENT FOR SERVICES.**

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

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

c. Limitations. Notwithstanding anything in this Agreement to the contrary, unless otherwise approved by the Board in writing, the aggregate amount of Service Fees payable by the Board to Consultant pursuant to this Agreement for the Services shall not exceed \$[_____] (the “**Aggregate Payment Limit**”). If the Board pays to Consultant an aggregate amount for Service Fees equal to the Aggregate Payment Limit before the Services have been completed in full then Consultant shall continue to perform Services pursuant to and in accordance with the terms and conditions of this Agreement without further payment of Service Fees, until the Services are completed or this Agreement is otherwise terminated in accordance with Section 5.

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

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

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

4. **PROPRIETARY RIGHTS**. Consultant agrees that all reports, records, guidelines, policies, manuals and other recorded information developed specifically in connection with the Services

provided by Consultant hereunder (collectively, **“Board Materials”**) shall always be and remain the property of the Board, and shall constitute Proprietary Information pursuant to Section 6.

5. TERM AND TERMINATION.

a. Term. The term of this Agreement (the **“Term”**) shall commence on the Effective Date and shall continue until August 31, 2021 or until earlier terminated as provided herein.

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

c. Obligation Upon Termination. Upon expiration or termination of this Agreement, (i) Consultant shall promptly return to the Board all Board Materials and any other material that is owned by the Board or that contains Proprietary Information (as defined in Section 6(a)); and (ii) the Board will pay to Consultant all Service Fees that accrued prior to the termination of this Agreement, and thereafter the Board shall not be responsible for paying any Service Fees or other amounts that would have been payable after the effective date of the termination. Sections 3, 4, 5, 6, 7, 8, 10, 12 and 13 of this Agreement, and all other provisions of this Agreement which by their nature survive, shall survive any expiration or termination of this Agreement.

6. PROPRIETARY INFORMATION.

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

b. Confidentiality Obligations. At all times during and after the Term, Consultant shall keep all Proprietary Information in confidence and shall not disclose such Proprietary Information to anyone or directly or indirectly use any of such Proprietary Information for Consultant’s own benefit or for the benefit of any person or entity other than the Board. Upon any termination of this Agreement, or upon the request of the Board, Consultant shall promptly deliver to the Board all of the Board’s Proprietary Information, and Consultant shall not retain any documents or materials or copies thereof containing any such Proprietary Information. Notwithstanding the

foregoing restrictions, Consultant may use and disclose any information (i) to the extent required by law (including, without limitation, public meeting and public project disclosure laws) or (ii) as necessary for it to protect its interest in this Agreement, but in each case only after the Board has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

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

7. **INSURANCE**. Notwithstanding the provisions of Section 8 of this Agreement, Consultant shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to the full and final execution of this Agreement by both Parties, and at any time thereafter upon the request of the Board, Consultant shall furnish to the Board certificates of insurance evidencing such insurance (with all endorsements required pursuant to this Agreement). All such policies, except workers compensation and professional liability policies, shall name the Board, the District, the City, Savin Engineers, P.C., the program manager for Phase 2 (the ***“Program Manager”***), Gilbane Building Company, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Consultant shall provide a waiver of subrogation, in a form acceptable to the Board, in favor of the District, the City, the Program Manager, Gilbane Building Company, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), with respect to the general liability, automobile liability; excess liability and worker's compensation coverage described in Exhibit D. Upon the Board's request, Consultant will promptly provide the Board with a copy of any such policy of insurance. Consultant shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

8. **INDEMNIFICATION**. Consultant agrees to indemnify, defend and hold harmless the Board, the District, the City, Program Manager, Gilbane Building Company, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), and their respective trustees, officers, directors, employees, agents, members (including, without limitation, Board members), legal representatives, successors and assigns (collectively, the ***“Indemnified Parties”***), from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of suit) directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of Consultant or any of its agents, employees or subcontractors; (b) any breach by Consultant of any of its representations, warranties, covenants or obligations set forth in this Agreement; or (c) any actual or alleged injuries (including death) suffered by any of Consultant's

agents, employees or subcontractors, or any employees or agents of Consultant's agents or subcontractors in the course of their performance or completion of any Services or upon any premises owned, leased or controlled by the Board, the District or the City, or any Program site, except to the extent caused by the negligence or willful misconduct of any Indemnified Party.

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

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

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

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

13. GENERAL PROVISIONS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a Party of any breach by the other Party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. This Agreement constitutes the entire agreement between Consultant and the Board with respect to the subject matter hereof, and supersedes all other prior agreements, whether oral or written, between the Parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of

this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[signature page follows]

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

**ROCHESTER JOINT SCHOOLS
CONSTRUCTION BOARD**

By _____
Thomas S. Richards, Chair

CONSULTANT:
[_____]

By: _____
Name: _____
Title: _____

Approved as to Form and Correctness

[Name], RJSCB Counsel

EXHIBIT A
SCOPE OF SERVICES

Following is the scope of Services required for the designated Phase 2 projects (collectively, the “project”):

1.0 SCOPE OF SERVICES

The Consultant shall provide a full range of professional consulting services, working in a collaborative environment involving the assigned architects, engineers, construction managers, program managers, Rochester City School District (RCSD) staff, RCSD’s food service master planning consultant, and contractors.

The Consultant shall:

- Cooperate with the Owner, Program Manager, RCSD, the City of Rochester, architects, engineers, construction manager, and construction contractors.
- Provide qualified personnel, as required, upon notice.
- Perform specified on-site inspections.
- Understand the project specifications/requirements.
- Manage DWT projects and ascertain compliance with the specifications/requirements.
- Participate in business and community outreach sessions and the Business Opportunity Program currently being developed by the Program Manager.

When requested by the RJSCB (or by the Program Manager on behalf of the RJSCB), Consultant agrees to perform additional services in accordance with the terms and conditions of this Agreement.

2.0 DETAILED SCOPE OF SERVICES

The Consultant shall be responsible for coordinating and supporting the District-Wide Technology Project. Specifically, DWT consultant shall:

1. Assess functional requirements and standardization for up to 13 schools (14 projects and the DWT work integrated in each of the 14 Phase 2 projects) for the following systems:
 - Public Address (PA) System including district wide paging and emergency notification.
 - Local Area Network (LAN) Equipment for the distribution of data, voice and video packets.
 - Wireless LANs for access to district resources as well as internet for students, teachers, and staff.
 - Access control headend equipment for a uniformed deployment between renovated buildings.
 - Classroom technology such as Interactive Whiteboards and classroom amplification systems.
 - Video Surveillance systems both headend and end points such as cameras, monitors and software.
 - Voice over IP phone systems and Handsets.

2. Evaluate aforementioned systems for functional efficiency and operational costs to determine which standard should be kept, and what systems may need to be upgraded.
3. Provide recommendations on District-Wide Technology (DWT) policies for Phase 2 of the Rochester Schools Modernization Program (RSMP).
4. Work with Architect of Record to provide DWT specifications and requirements, based on RCSD standards. Administer all DWT design, infrastructure, and Mini-Bid contracts entered into by the RJSCB.
5. Provide standard specifications for DWT Mini-bids, using New York State Office of General Services (NYS OGS) system or other state contracting system.
6. Review Construction Documents for accuracy, compliance, and requirements.
7. Coordinate procurement and installation of DWT equipment with RCSD Facilities and IT/MIS staff.
8. Attend all RSMP Team meetings to resolve DWT related issues.
9. Attend all construction project meetings (including coordination meetings) to resolve DWT related issues.
10. Attend Contractor coordination meetings to resolve DWT related issues.
11. Coordinate responses to Requests for Information (RFIs) with Architect/Engineer (A/E) for each project and Construction Manager (CM) for each project.
12. Conduct field observation of DWT Installations as required or requested.
13. Review and approval of DWT Applications for Payment monthly.
14. Coordinate Commissioning of DWT systems with Commissioning Agents, CM's, and A/E's.
15. Attend DWT related pre-bid conferences.
16. Oversee the delivery, installation, implementation and testing of all awarded equipment for compliance with the technical specifications.
17. Provide updates on DWT as required to all necessary parties on critical issues regarding the implementation and integration of the work with construction work.
18. Assist in punch list walkthroughs with the District, Construction Managers, A/Es for each group of schools, and DWT Integrator.

19. Coordinate with Construction Managers and regularly attend construction phase meetings as necessary.
20. Prepare schedules and reports as may be specified and required by the program;
21. Review and verify bids and/or proposals received for compliance with project requirements/goals;
22. Participate in de-scope meetings with the Program Manager, Construction Manager, Architect, and bidder(s);
23. Participate in construction progress meetings as necessary to discuss compliance issues or to provide assistance/training to contractors regarding project reports;
24. Make recommendations to the RJSCB for award or rejection of bids;
25. Participate in and prepare Request for Proposals (RFPs) and Mini-bid document preparation for DWT items to be procured by the RJSCB;
26. Maintain complete and accurate project files for all DWT projects;
27. Participate in the Business Opportunities Program (BOP) as developed by the Program Manager for Phase 2 including: business and community outreach sessions for business and workforce participation, project informational sessions, and training sessions for firms that wish to participate in the project;
28. Support with final commissioning and provide DWT project close-out reports to the Program Manager for each Phase 2 school project.

3.0 SCHEDULE OF SERVICES

Please see Exhibit B – Preliminary Phase 2 Schedule

4.0 RECORDS AND REPORTS

All reports shall be formatted per direction of the Program Manager or the Executive Director.

5.0 DISTRIBUTION OF REPORTS

Consultant shall submit reports to the Program Manager and the Executive Director for review, a minimum of 7 days prior to the monthly RJSCB Committee meeting.

6.0 FINAL REPORT OF COMPLIANCE

The Consultant shall support final commissioning and provide DWT project close-out reports to the Program Manager for each Phase 2 school project.

7.0 COMMUNICATION

The Consultant shall communicate with all project team members, but shall report to the Program Manager.

8.0 COMMITMENT

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

The RJSCB expects that team members identified by Consultant in its proposal will be assigned to the project through completion. The RJSCB expects that the staff will respond in a timely manner.

9.0 BILLING PROCEDURES

9.1 **Invoicing**: Subject to the terms of the Agreement, the Board will pay Consultant for Services on a unit cost/hourly rate basis up to the Aggregate Payment Limit set forth in the Agreement. Additional services may be authorized, if necessary, with advance notification from the Board and approval by the Executive Director. Consultant is to submit invoices on a monthly basis in accordance with the terms of the Agreement, with the invoice indicating the project name, with the names and hourly rates of each employee, and shall include completed DP forms (see Attachment B).

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

EXHIBIT B SCHEDULE OF SERVICES

The Consultant will begin work immediately following execution of this Agreement, and Services shall continue for the duration of Phase 2, as shown preliminarily below:

Rochester Schools Phase 2: Preliminary Master Schedule Option "C.1" (Extended MCA)

Date: 2 Feb 2016
Rev: 22 Mar 2016

Candidate Schools	Swing Space	Prelim Budget	2016				2017				2018				2019				2020				2021				2022							
			Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.				
PHASE 2-A PROJECTS:			<div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> Design Approvals & Bidding Construction </div>																															
MONROE CAMPUS – Part "A"	Marshall	\$26M																																
GRISSOM SCHOOL 7	Jefferson	\$24M																																
SPENCER SCHOOL 16	F. Thomas/School 44	\$29M																																
EAST CAMPUS – Part "B"	Marshall (after July 2017)	\$55M																																
PHASE 2-B PROJECTS:			<div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> ← Work for School 25 (Summer) → </div>																															
F. THOMAS (for Sch. 25)	Not Required	\$5M																																
SCHOOL Without Walls	Not Required	\$9M																																
SCHOOL 1 (Sch. 15 Relocation) Sch. 1 to Swing Space:	Sch. 6 (currently) Charlotte	\$21M																																
MONROE CAMPUS – Part "B"	Not Required	\$28M																																
EDISON CAMPUS – Part "A"	T.B.D.	\$30M (Infrastructure)																																
PHASE 2-C PROJECTS:			<div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> District CIP at Franklin </div>																															
SCHOOL 6 (Sch. 22 Relocation)	Franklin (currently)	\$27M																																
SCHOOL 10	School 44	\$27M																																
SCHOOL 4	Jefferson	\$28M																																
SCHOOL 2	Marshall	\$31M																																
PHASE 2-D PROJECT:																																		
SCHOOL 30 (Sch. 54 Relocation)	School 25	\$23M																																
District Wide Technology/ Capitalized Interest (Applies to all Phases)	Not Applicable	\$72M +/-																																
GRAND TOTAL		\$435M																																



EXHIBIT C
COST OF SERVICES

RSMP – DWT Consultant Services

TOTAL NOT TO EXCEED PRICE PROPOSAL _____.

TOTAL WRITTEN VALUE: _____(DOLLARS)

Business Opportunities Program Participation Allowance: \$15,000.

Fee Breakdown by Project

DWT 2A - Group 2a & 2b Schools	Fee (\$)
James Monroe High School "Part A"	
Virgil I. Grissom School No. 7	
John Walton Spencer School No. 16	
East High School	
Dr. Freddie Thomas High School	
School Without Walls	
Martin B. Anderson School No. 1	
James Monroe High School "Part B"	
Edison Technical High School	
DWT 2B - Group 2c & 2d Schools	
Dag Hammarskjold School No. 6	
Dr. Walter Cooper Academy School No. 10	
George Mather Forbes School No. 4	
Clara Barton School No. 2	
The Flower City School No. 30/54	
Total	

Additional Services Hourly Rates

<u>Title</u>	<u>Hourly Rate</u>
Project Executive	
Project Manager	
Administrative Support / Intern	
Other	
Other	
Other	
Other	

EXHIBIT D
INSURANCE REQUIREMENTS

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

- (a) Workers' Compensation Insurance (and such other forms of insurance which Program Provider is required by law to provide) covering all employees engaged in the Services hereunder in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.
- (b) General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Services hereunder. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.
- (d) Excess Liability Insurance above the amounts specified in (b) and (c) of this Exhibit "D" in the amount of five million dollars (\$5,000,000).
- (e) Professional Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- (f) Employer's Liability Insurance with a limit of not less than five hundred thousand dollars (\$500,000) for each accident to or death of an employee.

Summary of Commercial General Liability Limits:

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

EXHIBIT E

EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP)

EQUAL OPPORTUNITY

The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB.

Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more, shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses.

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more (and \$100,000 or more for construction services) shall agree to comply with the following workforce diversity rules and requirements:

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

The RJSCB is also committed to the meaningful participation of qualified minority-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet its commitment, all contractors, suppliers, professional service firms, and/or other business entities providing goods and services under a RJSCB contract of \$25,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$25,000 or more (and \$100,000 or more for construction services), the selected contractor, supplier, professional service firm and or other business entity agrees to provide for the following:

- Minority-Owned Business entities shall participate in a minimum of 17 % of each contract or purchase order;
- Women-Owned Business entities shall participate in a minimum of 10 % of each contract or purchase order;
- Disadvantaged Business entities shall participate in a minimum of 3 % of each contract or purchase order;

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

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at in later Phases 3 and 4 of the RSMP.

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

BUSINESS OPPORTUNITY PROGRAM (BOP)

The RJSCB recognizes the need to take action to ensure that Minority and Women-Owned, Disadvantaged and Small Business Enterprises (M/W/D/SBE's) are given the opportunity to participate in contracts with the Board. To help meet these objectives, the Business Opportunities Program (BOP) is designed to bring training, education and mentoring to eligible M/W/D/SBE's resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP's initiative brings together two distinct services- (1) Mentor-Protégé supported by comprehensive training, and (2) Community Outreach & Engagement, created specifically as a catalyst for driving economic diversity growth.

The BOP is intended to increase the number of certified M/W/D/SBE's capable of bidding on construction contracts, educate and train business owners in specific construction related areas, and to improve the small contractors' management, organization and overall skills by teaching them new strategic tools to support the growth of their businesses.

BOP Allowance

The Consultant shall be required to provide the firm's 'key staff' to provide periodic training/instruction/support activities related to the RJSCB's new Business Opportunities Program (BOP) initiative.