



City of Rochester, New York
Request for Proposals

Professional Services for Downtown Information Services Program

Issue Date: January 24, 2016

Due Date: February 24, 2016

This RFP is available for download at www.cityofrochester.gov

Office of the Mayor and City Council
City of Rochester
City Hall
30 Church Street, Room 301A
Rochester, New York 14614

PURPOSE OF THIS REQUEST FOR PROPOSAL (“RFP”)

The City of Rochester requests proposals from qualified individuals or organizations to manage and execute a Downtown Information Services Program.

BACKGROUND

With the recent reorganization of the Rochester Police Department, a section office was opened in Downtown (Central Section). Due to this opening, the Downtown Special Services contract was not renewed.

The non-renewal of this contract has eliminated the service that provided dissemination of information specific to Downtown. The Mayor and City Council feels there is value in providing this service for downtown business, residents and visitors. It should be noted that the other element of the Downtown Special Services was safety and security and that is adequately being provided with the Central Section Office of the Rochester Police Department.

SCOPE OF SERVICES

The proposal must offer to provide the following activities. A full description of the means and methods that will be used to accomplish these activities is required.

1. Manage and execute a Downtown Information Services Program.
 - a. Maintain social media sites specific to Downtown Rochester announcing events (free and fee based), new businesses, new residential opportunities, new development, etc.
 - b. Provide downtown businesses with information relating to conventions and other events taking place in local hospitality venues. Specifying the means of distribution (paper, electronic, social media, etc.).
 - c. Provide welcome materials for new businesses and residents, along with general information that is available to current businesses and residents within the Downtown area. Specifying the means of distribution (paper, electronic, social media, etc.).
 - d. Maintain a calendar of events and information taking place in Downtown. Specifying the means of distribution (paper, electronic, social media, etc.).
 - e. Manage and execute services based on initiatives that the consultant would propose in addition/in supplement to the above in order to further the dissemination of information relating to Downtown.

Including but not limited to a public notification/placement in public places of events and information related to Downtown.

DELIVERABLES

The City of Rochester seeks the following deliverables from the selected Consultant, and how they will be achieved should be addressed in the proposal submitted to the City of Rochester:

- 1) A schedule for regular updates from the consultant on communication strategies and outreach activities and programs utilized, including the number of persons reached through each means of communication per event, notice, meeting, etc..
- 2) A detailed project action plan, including a timeline for start of all items in the scope of services.
- 3) Quarterly reports detailing communication efforts in that quarter, goals/activities for next quarter, and improvements/changes for the next quarter.

The Proposal should address how the Consultant will provide these deliverables.

COST

The City's award will be determined after review of submissions but shall not exceed \$25,000.

METHOD OF AWARD

A Proposal Review Committee will be established to review all submitted proposals with members representing the City Administration and City Council. The City anticipates a single source award. However, the City reserves the right to make a multiple source award if it is determined to be in the best interest of the City. The Review Committee may interview the respondents with the top-rated proposals, however, a Consultant may be chosen without any interviews.

AGREEMENT TERMS

The Project is scheduled to begin in May 1, 2016, and to run through April 30, 2017. The contract with the chosen Consultant can be extended for up to two (2) additional

periods of one (1) year or less, upon mutual agreement between the City and Consultant. The chosen Consultant will be required to enter into a Professional Services Agreement (PSA) with the City. A copy of the City's standard PSA form is attached (Attachment A). Please note that all Professional Services Agreements over \$10,000 are subject to City Council authorization. The City Council meeting for April is scheduled for April 20, 2016. Any contract of \$50,000 or more is also subject to the City's Living Wage Ordinance.

SUBMISSIONS

Proposals must be submitted by 5pm EST on February 24, 2016. The Review Committee will select the preferred proposal by March 24, 2016. A request for approval for a professional services agreement with the selected Consultant is expected to be submitted to City Council for their consideration at their April 20, 2016 meeting.

Proposals should be submitted to:

Andrea M. Guzzetta
Chief of Staff, City Council
City of Rochester
30 Church Street, Room 301A
Rochester, NY 14614
guzzetta@cityofrochester.gov
(585) 428-7538

The City of Rochester will make every effort to adhere to the following schedule. However, changes to the schedule may be made at the City's sole discretion.

What	Who	Deadline
Issue RFP	Administration (Department of Neighborhood and Business Development (NBD)) and City Council	January 22, 2016
Questions due	Consultants	February 1, 2016
Questions answered	NBD and City Council	February 8, 2016
Submission of Proposals	Consultants	February 24, 2016
Selection of Consultant	Review Committee	March 14, 2016
Anticipated City Council	City Council	April 20, 2016
Contract Award	Office of Management and Budget	May 1, 2016
Contract Completion	Consultant	April 30, 2017

Submission of Written Questions

The lead City staff for this RFP will be Baye` Muhammad, Commissioner of NBD and Andrea M. Guzzetta, Chief of Staff to City Council, questions shall be submitted to Andrea M. Guzzetta and she will provide copies to Mr. Muhammad. Potential Consultants may submit written questions or requests for clarification of this RFP until close of business on February 1, 2016. If you wish to receive the copies of all questions and their responses, even if you do not submit a question, please email the request to Andrea M. Guzzetta. All written questions as well as requests for responses to written questions must be emailed to Andrea M. Guzzetta at guzzetta@cityofrochester.gov.

Response to Written Questions

Responses to written questions will be distributed by e-mail on February 8, 2016 to all potential Consultants who have provided an e-mail address to Andrea M. Guzzetta by that date.

Submission of Proposals

Consultants may submit only one proposal. The date and time of receipt will be recorded on each proposal. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP for the Downtown Information Services Program.

Three (3) printed copies of the proposal and any supporting documentation, along with one electronic copy of the proposal on a CD should be mailed or delivered to: Andrea M. Guzzetta, City Hall, 30 Church Street, Room 301A, Rochester, NY 14614 no later than 5p.m. EST on February 24, 2016. Proposals submitted by facsimile or other electronic means will not be accepted.

Proposal Evaluation

The evaluation of proposals will be performed by a Review Committee (evaluation criteria can be found later in this document). The sole objective of the Review Committee is to score the responses and recommend the Consultant whose proposal is most advantageous to the City of Rochester, taking into consideration the evaluation factors set forth herein. During this time Committee members may initiate discussions with Consultants who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal, but proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by the Consultants. The selection of a Consultant is within the City's sole discretion and no reasons for rejection or acceptance of proposals are required to be given. The decision will be based on qualifications and not solely on cost.

The City reserves the right to negotiate additional terms, conditions or services with any or all Consultants, in order to obtain a contract that best meets the needs of the City, and to incorporate those additions into the final contract upon mutual agreement.

Finalized Contract

The Review Committee will recommend the Consultant whose proposal most closely meets the evaluation criteria and is in the best interest of the City. Upon City Council vote and approval the City will enter into a PSA with the chosen Consultant. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to enter into a PSA with the next most advantageous Consultant without undertaking a new procurement process.

Withdrawal of RFP and Incurred Costs

The City may withdraw this RFP at any time and for any reason. Any cost incurred by the Consultant in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Consultant.

Prime Contractor Responsibility

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

Subcontractors

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

Consultant's Right to Withdraw Proposal

Consultants may withdraw their proposals at any time prior to the deadline for receipt for proposals. The Consultant must submit a written withdrawal request signed by the Consultant's duly authorized representative addressed to Andrea M. Guzzetta.

Proposal Ownership

All materials submitted with the proposal shall become the property of the City and will be subject to the NYS Freedom of Information Law (FOIL). If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted. Such requests can only be honored to the extent permitted by law.

PROPOSAL FORMAT

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- a) Letter of Transmittal
- b) Proposal Summary (optional)
- c) Proposal
- d) Experience

- e) References
- f) Cost Response
- g) Supporting Documentation (optional)

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

Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. This letter must:

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

Proposal

The proposal should provide sufficient detail about the Consultant's suggested approach to each element in the scope of services and for each deliverable listed earlier in this RFP.

Experience

Consultants must submit a statement of relevant experience. The documentation must thoroughly describe how the Consultant has supplied expertise for similar contracts and work. Background, qualifications, education, training, and years of experience for principal personnel as well as other personnel to be assigned to the proposed project shall be included. Indication of special skills or strengths should also be submitted, if applicable.

References

Proposals must include at least one (1) but no more than three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- a) Name of individual or organization for whom services were provided
- b) Address of individual or organization
- c) Name of contact person
- d) Telephone number and email address of contact person
- e) Type of services provided and dates services were provided
- f) Accomplishments achieved for said client

Cost Response

A proposed fee schedule for services must accompany the submitted proposal. Provide an overall fee for service and then provide a breakdown showing the detail of how that fee was determined. Fees should include all costs associated with delivering the service.

EVALUATION CRITERIA

The following is a summary of proposal evaluation criteria.

- (1) Proposal: The Consultant's description of its approach to the elements listed in the Scope of Services and Deliverables sections of this RFP. Points will be awarded for overall approach and the demonstration of understanding of the scope of the project.
- (2) Experience: The Consultant's relevant experience in analysis and evaluation of municipal department organizational structures, and development of strategic plans.
- (3) Cost: The total cost of the Consultant's proposal. The City will not necessarily select the lowest bidder.
- (4) References: Evaluation of the Consultant's work for previous clients receiving similar services to those proposed in this RFP.
- (5) Key Principal(s) Commitment to the Project: Points will be awarded based upon the amount of time key principal(s) will commit to this project.

Please note that the City favors contracting with firms located in the City of Rochester and a preference will be given to consultants located in the City of Rochester through an additional weighting of 10%. Non-local firms may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion.

Please note that the City favors contracting with M/WBE firms and a preference will be given to M/WBE consultants through an additional weighting of 10%.

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, is made this __, day of _____, 20 , by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, herein after referred to as the "City" and _____ with offices located at _____, hereinafter to as the "Consultant".

WITNESSETH:

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

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

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

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A.

SECTION 2. CITY RESPONSIBILITIES

SECTION 3. TERM

The duration of the agreement will be from _____

SECTION 4. FEE

SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

B. The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage

prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

SECTION 6. INDEMNIFICATION

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

SECTION 7. INSURANCE

Consultant shall acquire insurance in an amount sufficient to cover any and all claims for damages that may arise under this agreement, including personal injury, death, damage to property, and if applicable, monetary damages. Consultant shall submit proof of insurance listing the City as an additional insured and providing thirty (30) days notice of cancellation to the City. In no event shall such insurance exclude from coverage any municipal operations or municipal property related to this Agreement. Such policy(ies) shall be subject to City approval.

SECTION 8. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. In the alternative, Consultant shall

provide proof of self-insurance or shall establish that Workers' Compensation coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

SECTION 9. EQUAL OPPORTUNITY

A. General Policy

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

B. Definitions

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

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

C. Compliance

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

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries in the hiring process related to prior criminal convictions. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.
2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

SECTION 10. COMPLIANCE WITH ALL LAWS

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

SECTION 11. AUDIT

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

SECTION 12. PROHIBITION AGAINST ASSIGNMENT

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

SECTION 13. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this

Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 14. EXTENT OF AGREEMENT

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

SECTION 15. STATUS AS INDEPENDENT CONTRACTOR

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

SECTION 16. LAW

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

SECTION 17. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification

of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

SECTION 18. SEVERABILITY

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

SECTION 19. DEBARMENT AND SUSPENSION

The Consultant certifies, by the signing of this Agreement that neither it nor its principals are

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

SECTION 20. TERMINATION FOR DEFAULT

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

SECTION 21. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

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

B. Compliance

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

C. Exemption

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

SECTION 22. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

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

CITY OF ROCHESTER

BY:_____

Lovely A. Warren - City of Rochester

CONSULTANT

Name:

Taxpayer Id. No.:

STATE OF NEW YORK)

COUNTY OF MONROE) SS:

On this _____ day of _____, 20 , before me the subscriber, Lovely A Warren, personally known, who being by me duly sworn, did depose and say that she resides in the City of Rochester; that she is the Mayor City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

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Notary Public

STATE OF NEW YORK)

COUNTY OF MONROE) ss.:

On the _____ day of _____, 20 , before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

