



## **Request for Proposals (RFP)**

for

### **ZOMBIE PROPERTY PREVENTION**

### **OUTREACH AND MARKETING SERVICES**

RFP Issued: Monday, March 13, 2017  
Proposals Due: Friday, April 7, 2017 by 12:00 p.m.



#### **BIDDER'S INFORMATION MEETING:**

**Thursday, March 16, 2017**

**1:30 – 2:30 p.m.**

**City of Rochester Conference Room 208-A**

**City Hall – 30 Church Street**

**Rochester, NY 14614**

# ZOMBIE PROPERTY PREVENTION OUTREACH AND MARKETING SERVICES

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## Attachments

- A. Required Proposed Service Forms (4), including Required Proposal Cover Page
- B. Required Proposal Submission Checklists (2)
- C. Sample Agreement For Professional Services

## Other Resources

1. For the IRS W-9 requirement, obtain the form online at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
2. [www.cityofrochester.gov](http://www.cityofrochester.gov)
3. [www.thehousingcouncil.org/](http://www.thehousingcouncil.org/)

## City of Rochester Request for Proposals (RFP)

for

# ZOMBIE PROPERTY PREVENTION OUTREACH AND MARKETING SERVICES

### **Part 1. Introduction and Background Information**

*“From the Bronx to Buffalo, cities and towns in New York have been plagued by what are commonly called **zombie properties**. These are homes that residents abandon -- often after they have received a foreclosure notice -- which then languish, uncared-for, until the foreclosure process is complete.”*

***Eric T. Schneiderman, 2014***

There are approximately 2,500 vacant structures in the city of Rochester. Approximately half of these have had one or more foreclosure actions filed in the Monroe County Clerk’s system since 2008. In Rochester, as across the country, foreclosed properties have threatened the stability and vibrancy of American neighborhoods. The term “Zombie Property” has been coined to describe the state of limbo that leads houses, and neighborhoods, into distress, typically through the foreclosure process.

Although the majority of Rochester’s vacant structures were formerly rental properties and are in some of the City’s most challenged areas, foreclosure filings are increasing in our predominately owner-occupied neighborhoods. The length of time these structures remain vacant and blighted adds significantly to the investment and efforts necessary to revitalize a neighborhood or keep a street from failing.

Primary factors behind the vacancy rate are: the age of Rochester’s housing stock, the City’s shrinking city population, and the effect of the economy and other financial concerns on households. Per the American Census, Rochester’s poverty rate is 33.8%, with a 38% owner-occupied housing rate. The median family income for the city of Rochester is \$30,784, with a median monthly ownership cost, including mortgage payment, of \$1,028, far higher than the 30% recommended by lending experts.

The City of Rochester has been experimenting with targeted efforts to sustain and revitalize neighborhoods. A recent third-party evaluation of the City’s Focused Investment Strategy program demonstrated positive results with targeting such activities to shore up distressed neighborhoods and keep them from slipping into decay. Although vacant structures can be found throughout our city, most commonly in our challenged neighborhoods, the City is focusing stability efforts in transitional neighborhoods and areas where we are seeing an increase in foreclosure filings not typically associated with vacant structures. Moving forward the City’s strategy is to build on our successes and push inward to more challenged areas.

## **The Housing Council**

The Housing Council at PathStone, (<http://www.thehousingcouncil.org/>) is a HUD-certified counseling agency which has been working with Rochester area homeowners in default for over four decades. The Housing Council, hereinafter referred to as THC, has maintained a success rate of helping over 90% of their clients avoid the foreclosure of their property-- whether to remain in the property, or to sell it when the factor causing default is permanent. THC continues to adjust their services to accommodate changes in laws and available resources as they apply their institutional knowledge to navigating the settlement conference process in addition to handling loan modifications, short sales, or deeds-in-lieu of foreclosure where necessary.

## **Current Foreclosure Prevention Outreach Activities**

At present, THC engages in various outreach strategies to help homeowners prevent foreclosure. These strategies include attending/presenting at community outreach events such as neighborhood events, company employee benefit fairs and collaborative partner agency events; and promotion via social media, print ads, television and radio and targeted mailings.

Currently several monthly mailings are sent directly to all owner-occupied households who have a filed Notice of Pendency in the Monroe County Clerk's office from the previous month. Initial letters and follow-up post cards explain the requirement for attending settlement conferences in the near future and describe the THC assistance available throughout that process. Periodic mailings are sent to community leaders, churches, and agencies to remind them of THC foreclosure prevention services. To reach households who are most at-risk of facing foreclosure a second time, direct mailings offer client further assistance. THC staff also attend NYS-mandated settlement conferences bi-weekly to connect with new homeowners and offer foreclosure services. New homeowners are encouraged to attend THC post-purchase classes to learn how to manage homeownership—including how to avoid falling behind on their mortgage.

To expand the visibility of THC foreclosure prevention services, and to increase the timeliness of reaching homeowners in default, who may be considering vacating their property prior to the completion of foreclosure, the City is interested in establishing a marketing and outreach campaign supportive promoting THC foreclosure services to households in mortgage and tax default. The goal of the campaign will be to expand the number of households who become aware of the variety of foreclosure prevention options available in our community, and to encourage contact with THC for solutions to be based on each homeowner's specific situation in order to prevent as many foreclosures as possible.

## **Part 2. Program Description**

### **City Zombie Property and Foreclosure Prevention Marketing Campaign**

The City of Rochester, hereinafter referred to as the “City”, seeks proposals from qualified providers to create a Zombie Property and Foreclosure Prevention Marketing Campaign, hereinafter referred to as the **ZFPF Campaign**. The ZFPF Campaign will support the Foreclosure Prevention services as historically and currently administered by THC.

### **Intent of RFP**

The purpose of this RFP is to solicit marketing and/or media organizations to propose a ZFPF Campaign strategy for City and THC approval, and then to design and develop a plan that THC will implement to increase visibility and usage of THC foreclosure prevention services.

The mission of the ZFPF Campaign is intended to increase community and homeowner awareness of THC foreclosure prevention services to reach as many at-risk homeowners as possible in order prevent foreclosures and abandoned properties in the City.

### **Scope of Services**

The respondent proposal should outline a ZFPF Campaign program that focuses initially on campaign strategy and design and then on an implementation work plan to be carried out by THC. This implementation plan should identify the activities and methods to be used to carry out each proposed activity.

It is anticipated that the professional services agreement with the selected consultant will be enacted for a period of one year. However, the requested ZFPF Campaign implementation plan should be developed to guide at least one additional year of THC marketing activity. The work plan should specifically state how households to receive services will be identified.

At the end of the ZFPF Campaign, THC will be required to report on the results of the marketing campaign during the two year project period including, but not limited to tracking and reporting on the number of households who reach out for direct assistance and, where possible, tracking and reporting numbers of households likely reached by the campaign. Providing a tracking system that will enable THC to compile this report must be included in the implementation plan activity elements.

## **Part 3. Proposal Submission Instructions**

To be reviewed, proposals must be received by the City of Rochester on the set of forms provided in the RFP packet no later than Friday, April 7, 2017 by 12:00 p.m.

**HARD COPY SUBMISSION ONLY**

Applicants must deliver\*:

One (1) copy-ready original proposal and **six (6) copies** to:

City of Rochester  
Department of Neighborhood and Business Development (NBD)  
Attn: Receptionist, Room 005 - A  
30 Church Street  
Rochester NY 14614

Upon submission, ask the Receptionist for a written receipt, indicating the date and time of delivery.

**\*Please note:** If mailing the proposal via U.S. Post Office, please note the document must be in at the DNBD receptionist desk in City Hall no later than 12:00 p.m. on Friday, April 7, 2017, regardless of postmark. Proposals delivered on any date and/or time after 12:00 p.m. on Friday, April 7, 2017 may not be accepted or reviewed.

#### **Part 4. Proposal Elements**

The proposal should include the following information in the order specified. Please see the proposal application form (Attachments A-1 through A-4). It requires:

**1. Consultant Qualifications Brief (Attachment A-2)**

Documented evidence of the consultant's qualification for this project and capacity to perform the work should be described herein, including certifications and/or licenses as appropriate and information about prior contracts similar to that being solicited. Include complete descriptions of any and all collaborative relationships with local organizations that are to be formed for this project. For collaborative proposals, include complete organization documentation for each organization on the team, not only for the lead organization.

**2. Project Narrative (Attachment A-3)**

The proposal should feature a project narrative that clearly describes the proposed methodology to furnish the requested service(s) and product(s), and should also note the value the consultant will bring to the process. The proposed narrative must address at a minimum the following project elements:

- Marketing Campaign Strategy Identification and Rationale
- Identification and Description of envisioned Marketing Materials and Tools
- Implementation Work Plan for THC assumption at conclusion of Professional Services Agreement

- 3. Proposed Professional Service Budget and Budget Narrative (Attachment A-4)**  
An itemized budget and a succinct budget narrative including consultant staff hours, salaries and billing rates, equipment and supply purchases is required to be displayed on the form provided. Provide same for other and/or ancillary subcontracted services.

**Proposal Checklists**

See Attachment D1-2 for the list of required documents and verification of final proposal review.

**Insurance Certificates**

Minimum of liability insurance is one million dollars (\$1,000,000), and the City of Rochester must be named as additional insured. NYS Workers' Compensation and Disability insurances are also required. Attach these current certificates.

**PART 5. Required Proposal Format**

Written proposals should provide sufficient information to enable the review team to form a recommendation. For a proposal to be considered for review:

1. The required Proposal form (Attachment A1-4) must be fully completed and submitted as instructed. No other format will be accepted.
2. The required Proposal Checklists (Attachments D1-2) must be submitted with **ALL** the documentation and current information requested.
3. For the IRS W-9 requirement, obtain the form online at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> .

**PART 6. Proposal Review**

The consultant will be selected through a competitive RFP process. Proposals will be reviewed by a panel convened by the City. The City will make a selection based on criteria stated in Part 7 of this RFP. It is anticipated that the City will select one consultant for the program.

The City reserves the right to reject any and all applications including those determined to contain incomplete and/or incorrect information or otherwise not meeting the requirements as set forth in this RFP, or failing to demonstrate feasibility to carry out the proposed activities in an effective and timely manner.

Further, the City reserves the right to request individual applicants to submit additional information needed to make final determinations. The City also reserves the right to engage any or all respondents in a telephone conversation and/or to invite any or all respondents to a face-to-face or telecast interview to explore further the possibility of an engagement. Request for additional information does not indicate outcome of the proposal review. Participation in a telephone conversation or interview as described above is voluntary, and does not indicate outcome of the proposal review. Any expenses resulting from such an interview would be the sole responsibility of the prospective consultant.

Upon selection and mutual agreement, the consultant will enter into a written agreement with the City. It is anticipated that this contract will be for a one-year period. The City does not discriminate in any aspect of contracting on the basis of age, creed, national origin, race, color, disability, gender or gender identification, sexual orientation or marital status.

**Part 7. Proposal Evaluation Criteria**

Respondents successfully demonstrating, to the satisfaction of the City, the greatest capacity to deliver the requested marketing and educational services, and to fully comply with the conditions and requirements set out in this RFP may be selected for contract engagement. Using a point system, the chart below indicates how proposals will be evaluated.

Proposal Evaluation Criteria Elements	Maximum Point Value
1. Agency Capacity	20
2. Relevant Agency Experience	10
3. Soundness and Efficacy of the proposed Marketing Strategy	20
4. Soundness and efficacy of the proposed Implementation Work Plan	30
5. Cost Proposal	20
Maximum Points	100

**Part 8. Professional Service Agreements**

The grant amount agreed upon by the City and the respective consultant(s) will provide compensation for services, expenses, and service-related overhead. A disbursement schedule will be negotiated with consultants. In no event will the sum disbursed by the City exceed the stated amount of the contract, unless approved by City Council and agreed to in writing and in a manner required of the City by law. The City reserves the right to offer a contract award greater or less than the amount requested in the proposal.

**Agreement Terms**

Subject to funding availability, the City will select a consultant to enter into a one year contract. City contract renewal may be considered, but is not guaranteed.

**Part 9: Timetable**

The schedule of events for the proposal review and selection process is as follows:

RFP Issued	Monday, March 13, 2017
Bidder’s Information Meeting	Thursday, March 16, 2017 1:30 – 2:30 p.m. City Hall Conference Room 208 A 30 Church Street Rochester NY14614
Proposals due	12:00 p.m. on Friday, April 7, 2017, at City Hall, 30 Church Street Suite 005 A (Ground floor/basement level)
Applicants notified of award status by	June 21, 2017
Legislative action completed by	June 21, 2017
July 1, 2017	Executed agreement/Contract commences

*Note: With the exception of the RFP issue and proposal due dates, all dates are approximate and subject to change.*

**Questions?**

Questions regarding this RFP may be e-mailed to:

Lia Anselm, Senior Community Housing Planner  
Department of Neighborhood and Business Development

[Lia.Anselm@CityofRochester.Gov](mailto:Lia.Anselm@CityofRochester.Gov)

E-mailed questions will be accepted until 12:00 p.m. on Wednesday, March 15, 2017.  
Written answers to questions received will be distributed at the  
Thursday, March 16, 2017 1:30 p.m. Bidders’ Information Meeting.

At the conclusion of the Thursday, March 16, 2017 Bidders’ Information Meeting, a Q & A document will be posted where the RFP originally appeared on the City of Rochester website [www.cityofrochester.gov/bidandrfp](http://www.cityofrochester.gov/bidandrfp).



Proposal Form Page 1

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Respondent Organization Name: \_\_\_\_\_

Total Request \$ \_\_\_\_\_

Organization Website URL: \_\_\_\_\_

\*Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

*\*If different from Street Address: Mailing Address:*

\_\_\_\_\_  
\_\_\_\_\_

Name and Title of Director/Chief Executive: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_  
*(Name & Title)*

Signs agreement: \_\_\_\_\_  
*(Name & Title, if different from above)*

Tax ID #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Contact Person Name and Title for this Proposal: \_\_\_\_\_

Contact's Telephone No.: \_\_\_\_\_

Contact's E-Address: \_\_\_\_\_

Contact's Fax Number: \_\_\_\_\_

**Organization Qualifications Brief**

Please use the space below to briefly profile the applicant agency’s qualification for the proposed service(s) and capacity to perform the services proposed. Only for collaborative applications: Please include organization documentation for each organization on the team, not only for the lead organization, attaching extra pages if necessary. **Each organization qualification brief must not exceed 600 words.**

**Project Narrative**

*Use the space below to provide in brief, narrative form the proposed service description*

**Proposed Budget & Budget Narrative**

In the space below, please provide an itemized budget and a succinct budget narrative including applicant agency staff hours, salaries and billing rates, equipment and supply purchases. Include same for other and/or ancillary subcontracted services. Add additional pages as necessary.

### REQUIRED DOCUMENTATION CHECKLIST

*This Documentation Checklist is to be filled out and returned with the Proposal – no exceptions.*

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A check below indicates the following required and **current** documentation is attached and identified via letter or number as exhibits:

1. \_\_\_\_ Program Budget and Budget Narrative (Exhibit \_\_\_\_)
2. \_\_\_\_ Current Liability Insurance Certificate (at least \$1,000,000) expires \_\_\_\_\_ ;  
**and** the City is named as Additional Insured **and** this is **written out in** the  
Description section along with the Cancellation notice (Exhibit \_\_\_\_)
3. \_\_\_\_ Certificate of NYS Workers' Compensation expires \_\_\_\_\_ (Exhibit \_\_\_\_)
4. \_\_\_\_ Employee Disability Coverage (or Affidavit of No Employees) expires \_\_\_\_\_  
(Exhibit \_\_\_\_)
5. \_\_\_\_ Living Wage Certificate for proposals over \$50,000 (Exhibit \_\_\_\_)
6. \_\_\_\_ IRS W-9 Form and Back-up Documentation (Exhibit \_\_\_\_)

### Final Proposal Review Checklist

*This Final Proposal Review Checklist is to be filled out and returned with the Proposal – no exceptions.*

<b>Preparer's Initials</b>	<b><i>I CERTIFY THE FOLLOWING ACTIONS HAVE BEEN TAKEN IN PREPARATION OF THIS SUBMISSION:</i></b>
	The entire contents of this proposal package have been reviewed immediately prior to submission
	All information requested on the required forms has been supplied in the required format
	All pages have been numbered sequentially
	DUNS number is provided
	IRS W-9 form and documentation is submitted
	Required, <b>current</b> Insurance Certificates, NYS Workers Compensation , and Employee Disability Coverage (or Affidavit of No Employees) are included in this proposal packet
	Any additional information to the proposal has been marked as "Exhibit"
	<p style="text-align: center;"><b><u>HARD COPY SUBMISSION ONLY</u></b></p> <p>One (1) copy-ready original and <b>six (6) copies</b> will be delivered to:</p> <p style="text-align: center;">Department of Neighborhood and Business Development (DNBD) Attn: Receptionist, Room 005 - A City of Rochester 30 Church Street Rochester NY 14614</p> <p>Upon submission, ask the Receptionist for a written receipt, indicating the date and time of delivery.</p> <p><b>If mailing the submission via U.S. Post Office, please note:</b> Proposals must be received by the DNBD receptionist desk in City Hall no later than 12:00 p.m. on Friday, April 7, 2017, <u>regardless of USPO postmark</u>. Delivery of a proposal any date and/or time after 12:00 pm on Friday, April 7, 2017 may not be accepted for review.</p>

**SAMPLE  
AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, is made this \_\_, day of \_\_\_\_\_, 2017, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and \_\_\_\_\_, a (corporation) with offices located at \_\_\_\_\_, hereinafter referred to as the "Consultant".

**WITNESSETH:**

**WHEREAS**, the City desires to secure the professional services of a Consultant to provide services required for HUD Office of Healthy Homes and Lead Hazard Control, 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.** The Consultant shall, upon receipt of Notice to Proceed, or upon the commencement date specified in Section 2 hereof, whichever is earlier, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, all of the services required below or reasonably required in order to carry out the services set forth herein:

**B.** Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

**SECTION 2.            TERM**

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

**SECTION 3.            FEE**

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

**B.** The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_). No payment shall be made except upon the submission of duly executed vouchers upon forms which shall be supplied by the City.

**SECTION 4.            AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT**

**A.** The City hereby designates:  
30 Church Street, Room  
Rochester, New York 14614

**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 5. 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 6. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE**

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

**SECTION 7. GENERAL LIABILITY INSURANCE**

The Consultant shall obtain at its own expense general liability insurance for protection against claims of personal injury, including death, or damage to property, arising out of the Project. The amount of said insurance coverage shall be in the amount One Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

**SECTION 8. EQUAL OPPORTUNITY**

**A. General Policy**

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

**B. Definitions**

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female

workers that is consistent with their presence in the local work force.

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

**C. Compliance**

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

**1.** The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

**2.** If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

**3.** The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**SECTION 9. 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 shall exceed fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to more than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

**B. Compliance**

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at [www.cityofrochester.gov](http://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 10. COMPLIANCE WITH MACBRIDE PRINCIPLES**

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

**SECTION 11. COMPLIANCE WITH ALL LAWS**

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

**SECTION 12. AUDIT**

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

**SECTION 13. PROHIBITION AGAINST ASSIGNMENT**

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City.

**SECTION 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. TERMINATION FOR DEFAULT**

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

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

**CITY OF ROCHESTER**

BY: \_\_\_\_\_  
Lovely A. Warren, Mayor

**CONSULTANT**

BY: \_\_\_\_\_  
Name:  
Taxpayer Id. No.:

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me the subscriber, personally came Lovely A. Warren, known, who being by me duly sworn, did depose and say that she resides in the city of Rochester; that she is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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