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SECTION I – INTRODUCTION

I.1 SCOPE OF PROPOSAL

The City of Rochester, New York, is seeking proposals from qualified individuals or organizations (hereafter referred to as Proposer) to produce and manage a summer series of bicycle rides, entitled the “Slow Ride,” at various locations in the city of Rochester. This series will be free to participants and will feature four weekly, weeknight rides throughout each of Rochester’s quadrants.

The issuance of this Request for Proposals (RFP) constitutes only an invitation to submit proposals to the City of Rochester as a means by which the City of Rochester can facilitate the acquisition of information related to the purchase of these services.

The City of Rochester reserves the right to determine, in its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirety, the RFP.

The selection of a consultant is within the City’s sole discretion. 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.

As a result of the RFP process, the City intends to enter into a professional services agreement with the Proposer that is subject to City Council approval. The agreement will have two, one-year renewal options based on mutual consent of the City and the promoter, resulting in a maximum of three years.

I.2 BACKGROUND

The City of Rochester strives to create a bicycle-friendly community. To that end, this series of bicycle rides is designed to encourage individuals of all ages and skill levels to join in on free, weekly rides that showcase the unique areas of the city while promoting a bicycle culture that promotes wellness and a decreased dependence on other modes of transportation. The City and proposer’s goal is to attract hundreds to thousands of people to each ride.

SECTION II – GENERAL REQUIREMENTS

II.1 SCOPE OF SERVICES AND RESPONSIBILITIES OF BOTH PARTIES

All proposals must either meet or exceed the requirements contained herein.

II.1.1 PROPOSER EXPENSES & RESPONSIBILITIES

The Proposer shall cover the procurement and costs of the following expenses and responsibilities:

- a. **Weekly On-Site Registration, Ride, and Route Coordination**
 1. Proposer should be prepared to work with other local cycling groups and/or organizations to create a unique route that highlights the quadrant or neighborhood it takes place in.
 2. Ideally, rides will last one hour or approximately 8 miles.
 3. Though the proposer will submit route suggestions for each quadrants, once the City selects a consultant, that consultant will work closely with City and Rochester Police Department to refine and finalize routes.
 4. Rides are encouraged to take on a weekly theme and/or showcase the neighborhood's unique history or offerings.
 5. A mix of skill levels and ages should be considered when proposing routes.
 6. Rides must take place once a week, on Thursday nights, beginning August 24 and concluding September 14. Ride dates are: 8/24, 8/31, 9/7, 9/14.
 7. Cyclist (hereafter referred to as "riders") registration must begin at 5 p.m., rides must start promptly at 6 p.m., and the entire event must end no later than 8 p.m. (including breakdown).
 8. Rides must begin off-street at a venue (private space ie.e parking lot with consent of the owner, City park, etc) adjacent to the start of the ride. Proposals should detail suggestions for these spots.
 9. The City prefers rides to begin near/at the following areas: Brooks Landing (southwest quadrant); South Wedge (southeast quadrant); Public Market (northeast quadrant); Port of Rochester or Maplewood Park (northwest quadrant).
 10. At the start of each ride, proposer must clearly and effectively communicate the rules of the ride, go over bicycle safety with the group, and introduce staff members who will be riding along.
 11. Rides must be guided by experienced staff ("ride guides") wearing identifiable clothing who will assist both riders and the police in keeping the pack of cyclists together and on-route.
 12. Follow-behind ride support must also be offered for each ride (for repairs).

b. **On-site Staff and Volunteers**

1. Proposer shall be responsible for providing at least 4 on-site staff to handle rider registration. City will provide registration forms.
2. Proposer shall provide at least 4 on-site, experienced cycling staff who will manage the ride itself; riding alongside and within the group and ensuring they stay on the route in a defined pack.
3. Proposer shall supply all materials on-site required to register riders, including tables, 10x10 pop up tents, pens, etc.
4. Setup and removal of registration area tables, tents, and other related equipment.
5. Setup and removal of all banners and signage.
6. Any cleanup of registration site.

c. **Community Engagement and Outreach**

1. Proposer should demonstrate their ability and commitment to working with the local cycling community in a collaborative manner for the coordination of the series. Proposals with a collaborative response will be favored.
2. Proposer must work to notify residents along the routes by working with the quadrant's neighborhood service center to distribute ride information to established neighborhood and business groups via email and/or attending local meetings.
3. Proposer must directly notify businesses along the route via fliers.
4. Proposer shall utilize its social media channels and those of the groups it intends to collaborate with to promote the rides and drive attendance.

d. **Food and Beverage Vendor Management**

1. In an effort to promote each quadrant the ride takes place in, and in conjunction with the City's "Shop the Roc" shop-local program, there shall not be on-site food or beverage. Instead, proposer shall work with nearby businesses to promote the event and encourage riders to patronize restaurants and shops after the ride.

e. **Other Vending Management**

1. Other vending categories may be allowed at the site, upon written approval by the City of Rochester.
2. Proposer would be responsible for managing all "other" approved vendors.

f. **Sponsorship Solicitation and Support**

1. Proposer may solicit additional sponsors for the event. Final approval of sponsorship deals must be approved by the City.
2. After sponsorships are secured, Proposer shall assure delivery of sponsor benefits and recognition.
3. City may also seek and retain sponsors for the event. Proposer must accommodate space for any of these sponsors on site.

g. Reporting and Information Management

1. Proposer shall retain weekly rider registration forms and submit them to the City at the conclusion of the series.
2. Proposer shall maintain data on number of riders each week and general demographic information. Information will be submitted to the City in the form of a final report no later than one month after the conclusion of the series.

h. Proposer Expenses

1. Proposer shall arrange for, coordinate, and be financially responsible for the following items for each ride:
 - Registration area items: tables, chairs, pop up tents, etc.,
 - T-shirts for registration staff and ride assistants (City to provide logo),
 - Registration staff (minimum of 4),
 - Ride staff (minimum of 4 per ride),
 - Registration entertainment: Local d.j. or busker to provide entertainment from 5 p.m. to 6 p.m. as riders sign in,
 - Small, amplified sound system for announcements
 - Any site usage fee (if private property requires it), and
 - General liability insurance (\$1 million per occurrence, \$2 million aggregate) listing the City of Rochester as additional insured.

II.I.2 CITY OF ROCHESTER EXPENSES & RESPONSIBILITIES

- a. Pre-ride bicycle repair during registration time,
- b. City permit costs, including park permit if applicable,
- c. Rochester Police Department route assistance and traffic control,
- d. Marketing/advertising,
- e. Printing of all registration materials, fliers, posters, and on-site signage and banners,
- f. Port-a-john at registration areas,
- g. Barricades or any other City equipment requested by proposer or RPD.

II.I.3 PROPOSER'S REVENUE SOURCES

- a. Proposer's Fee: The City of Rochester will provide a fee to the selected Proposer through a professional services agreement. The maximum amount for the Slow Ride proposer fee is capped at \$5,000. Proposer selection will be partly based upon competitive fee proposals.
- b. Sponsorship split: Proposer shall provide a proposed shared revenue component for sponsorships the Proposer obtains. This may be in the form of a percentage, a flat rate, or a combination of each.

II.I.4 CITY OF ROCHESTER REVENUE SOURCES

- a. 100% of sponsorships obtained by the City (MVP has already been identified as a sponsor for this event. If consultant has identified other health-related entities, they must be cleared with the City first.

II.2 OMISSIONS

Any verbal information obtained by the City of Rochester and made by representatives of the City at the time of examination of the documents shall not be construed as in any way guaranteeing a contract. Only such corrections or addenda issued in writing to all vendors shall become a part of the RFP. The City of Rochester will not be responsible for verbal instructions.

II. 3 PRIME CONTRACTOR RESPONSIBILITY

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

II. 4 SUBCONTRACTORS

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

SECTION III – ADMINISTRATIVE

III.1 Inquiries

All inquiries concerning this RFP shall be submitted, in writing (e-mail preferred), citing the particular proposal section and paragraph number. Prospective Consultants should note that all clarifications and exceptions are to be included in the proposal.

Direct inquiries to:

Ms. Kara Osipovitch, Special Events Manager
City of Rochester
30 Church St., Room 202A
Rochester, NY 14614
E-mail: kara.osipovitch@cityofrochester.gov

A copy of any proposer's submitted question and the City's response will be sent to all proposers who have provided the City with an email address.

Inquiries will also be addressed in-person at the pre-proposal meeting in the timeline below.

III.2 TIMELINE

What	Who	Deadline
Issue RFP	Office of Special Events (City)	Tues., May 2, 2017
Deadline to Submit Emailed Questions	Potential Proposer	Tues., May 9, 2017
Pre-proposal Meeting in City Hall Room 008A	City and Interested Proposers	Wed., May 10, 2017, 4 pm.
Responses to Written Questions	City	Thurs., May 11, 2017
Submission of Proposals	Proposer	Tues., June 6, 2017, 3 p.m.
Proposal Decision	Review Committee	Mid June 2017
Contract Award	Bureau of Communications	Late June 2017

SECTION IV – PROPOSALS

All proposals and accompanying documentation will become the property of the City of Rochester and will not be returned.

IV.1 PROPOSAL CONTENT

Refer to Appendix A for details on proposal composition.

IV.2 SUBMISSION OF SEALED PROPOSALS

- Proposer shall submit both paper and electronic copies of the proposal.
 1. Paper: supply **one original and 6 printed copies of the proposal**. Complete proposals must be packaged, sealed and submitted, with the package labeled “SLOW RIDE RFP ENCLOSED, DUE Tues. June 6, 2017, 3 p.m.” to:
Ms. Kara Osipovitch, Special Events Manager
City of Rochester
30 Church St., Room 202A
Rochester, NY 14614
 2. Electronic: the Proposer shall email the proposal in a pdf format, to kara.osipovitch@cityofrochester.gov.
- If there are any discrepancies between the printed and electronic files, the printed files will stand.
- Proposals will not be considered if they are incomplete. If the City requires additional information to clarify a proposal, we will request it directly.

IV.3 LIABILITY FOR PROPOSAL PREPARATION EXPENSE

The City of Rochester is not liable for any costs incurred by the Proposer in the preparation and production of a proposal.

IV.4 RECORD DISCLOSURE/CONFIDENTIALITY OF PROPRIETARY RECORDS

Vendor hereby agrees that all documents furnished shall be subject to public disclosure by the City of Rochester in the normal course of business in accordance with the requirements of the Public Officers Law, Article 6, except for proprietary information the disclosure of which would cause substantial injury to the competitive position of Vendor's enterprise. Information relating to Vendor price submissions, including commercial, book or list pricing, applicable discounts or final price and like information, shall not be entitled to confidentiality protection whether or not submitted or designated as proprietary by the Vendor. Vendor may otherwise preserve proprietary rights as to confidential or business process information in accordance with procedures established under Section 89, Public Officers Law, provided that: (i) Vendor shall inform the City prior to submission of its information, in writing, that such records are going to be furnished, are proprietary and are not to be disclosed; (ii) said records shall be sufficiently identified; and (iii) Vendor shall inform City of Rochester the reasons why the information should be exempted from disclosure; and (iv) designation of said records as exempt from disclosure is reasonable and accepted by the City.

IV.5 PROPOSER'S RIGHT TO WITHDRAW PROPOSAL

Proposer may withdraw their proposal at any time prior to the deadline for receipt for proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative, addressed to Kara Osipovitch, Special Events Manager, City of Rochester, 30 Church Street, Room 202A, Rochester, NY 14614.

IV.6 EVALUATION COMMITTEE

The evaluation of proposals will be performed by a Review Committee appointed by the Director of Communications. 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, contracts may be awarded without any interviews.

IV.7 EVALUATION PROCESS

Proposals shall be evaluated by the Review Committee on the basis of demonstrated competence and qualification for the type of service required. The sole objective of the Review Committee is to score the responses and recommend the proposal which is most advantageous to the City of Rochester, taking into consideration the evaluation factors set forth herein.

IV.8 EVALUATION CRITERIA

The City will use the following criteria in evaluating proposals:

- Adherence to Proposal Guidelines Outlined in Appendix A

Appendix A: DETAILED PROPOSAL GUIDELINES

The following should be used for the response's Table of Contents. Proposals should be submitted in sections following the outline as explained below.

1. Background Information

- a. Identify the submitting organization and principal;
- b. Identify the name and title of the person authorized by the organization to contractually obligate the organization (and hold the insurance);
- c. If respondent is a group of individuals from multiple organizations, identify the names, titles, email addresses, affiliations and telephone numbers of each member of this group.
- d. State if your company or organization has an office in the City of Rochester or County of Monroe. Preference will be given to proposers located in the City of Rochester.
- e. List any current contracts/professional service agreements with the City of Rochester?
- f. References: Provide at least two business references to support the proposer's ability to plan, manage, and execute this series. If applicable, include references who have done business with the City or other municipalities.
- g. Acknowledge receipt of any and all amendments to this RFP.

2. Experience and Qualification of Respondent or Group(s) Responding

- a. Explain experience specific to:
 - i. this RFP,
 - ii. bicycling,
 - iii. group bicycle ride logistic management,
 - iv. urban bicycling, and/or
 - v. public, outdoor event management.

3. Slow Ride Specifics

- a. How will you execute the City's vision for the series?
- b. What collaborations with other cycling groups have you secured?
- c. How will you engage the greater Rochester community to participate?
- d. How will you engage the local business community to participate?
- e. Detail your weekly logistics plan: timeline of events and assignments of staff to each of the following items: registration, safety coordinator, ride assistants, entertainment.
- f. Supply draft routes and beginning registration venue for each quadrant in both map AND written turn-by-turn format.
- g. Additional Information/Supporting Documentation (including but not limited to any creative input intended to enhance the event).

4. Cost Response

Complete the following 2 tables and provide a brief narrative describing the rationale behind the proposer fee and each of the splits. Electronic versions of the table are available at www.cityofrochester.gov/slowriderfp

Proposer's Slow Ride Series Budget

SUPPORT/REVENUE	TOTAL ANTICIPATED SUPPORT/REVENUE
<i>Proposer Fee*</i>	
Non-food/bev vendor fees	
Sponsorships	
In-kind contributions	
Other	
TOTAL	\$0

EXPENSES (if applicable)	TOTAL EXPENSES
Staff	
Site rental	
T-shirts	
Registration tent	
Sound	
Insurance	
Cleanup	
Marketing	
Administrative costs	
Talent- buskers or djs	
Other expenses	
TOTAL	\$0

Item	Proposed
Sponsorship Split with City	

* The Proposer's fee should be based on the expense responsibilities enumerated in II.1.1. The Proposer will not be held to this cost estimate, and it is not considered a binding estimate. Final fee will be determined in subsequent negotiations with the selected consultant.

Appendix B- DRAFT PROFESSIONAL SERVICES AGREEMENT

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, 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

The Consultant shall obtain at his own expense general liability insurance in the amount of Two Million Dollars (aggregate) for protection against claims of personal injury, including death, or damage to property, arising out of the Festival. 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 NY as additional insured. 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. 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, 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 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 equal to or greater than \$50,000, or involves retention by the Consultant of fees equal to or greater than \$50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder to a value equal to or greater 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. 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: _____

Dr. Cedric Alexander - Deputy Mayor, City of Rochester

CONSULTANT

Name:

Taxpayer Id. No.:

STATE OF NEW YORK)

COUNTY OF MONROE) SS:

On this _____ day of _____, 2017, before me the subscriber, Dr. Cedric Alexander, personally known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Deputy Mayor City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

—

Notary Public

STATE OF NEW YORK)

COUNTY OF MONROE) ss.:

On the _____ day of _____, 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