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**Rochester Joint Schools Construction Board (RJSCB)  
Rochester Schools Modernization Program (RSMP)**

**Moving Services Contract Bid**

April 11, 2017

**MOVE SERVICES BID SOLICITATION**  
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**ADVERTISEMENT FOR BIDS**

**Moving Services Contract for:  
Rochester School Modernization Program (RSMP) of the  
Rochester Joint Schools Construction Board (RJSCB)**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received for a contract to relocate furniture and contents for the Rochester City School District (the "Contract"), as described further in the Contract Documents. Bids will be received at the RSMP Program Office located at 1776 North Clinton Avenue, Rochester, New York 14621 by the Rochester Joint Schools Construction Board ("RJSCB" a/k/a "Owner") until 10:00 a.m. on April 28, 2017. Submit bids to the attention of: Pepin Accilien, Program Director, Telephone No. 585-512-3806. Owner reserves the right to reject any or all bids received.

**SEALED BID PROPOSALS** will be received and publicly opened and read at:

**Place:** RSMP Program Office  
Attn: Pepin Accilien, Program Director  
1776 North Clinton Avenue  
Rochester, New York, 14621  
**Date:** **Thursday, April 28, 2017**  
**Time:** **10:00 a.m.**

**CONTRACT DOCUMENTS:** Contract Documents are available for viewing only at the Dataflow/RSMP Project web portal: [www.goDataflow.com/RSMP](http://www.goDataflow.com/RSMP). Contract Documents may be purchased and picked up from the Dataflow office at 320 North Goodman Street, Suite 200, Rochester, New York 14607, by contacting Ms. Stacy Howard at (585) 271-5730 during business hours of 8:00 a.m. and 6:00 p.m. If bidder wants Contract Documents shipped, they must arrange this with Dataflow, including payment of applicable shipping fees. The foregoing are the only approved sources for distribution of the Contract Documents. Owner is not responsible for bidders receiving incomplete or incorrect Contract Documents from other sources. Upon acceptance of a bid and award of Contract by Owner, the Contract Documents will be referenced in the Agreement.

**PRE-BID MEETING:** Owner will host an optional pre-bid walk-through and meeting for potential bidders. The meeting will be held on April 18 at 7:30 a.m. at 85 Hillside Ave. and will conclude at 68 Nassau Street. Participation in the pre-bid meeting is strongly encouraged, but not required. Owner will prepare a written summary of questions raised at the meeting and issue formal responses as an addendum to the Contract Documents, if needed.

**QUESTIONS:** Any questions during the bidding period not raised at the pre-bid meeting must be emailed to [move@rjscb.org](mailto:move@rjscb.org). All questions must be submitted by no later than 12:00 noon on April 21, 2017. Owner will not accept or respond to questions from prospective bidders received orally, by facsimile, or any other means. Bidders should not attempt to discuss with Owner or its representatives any aspect of the bid or contract during the bid period except as expressly described herein.

**ADDENDA:** Owner may issue periodic addenda to the Contract Documents to address questions raised by bidders as set forth above. All addenda will be posted online at the site where the Contract Documents were first available by no later than close of business April 25, 2017. An automated email message will be sent to the email address Bidders provide when downloading the Contract Documents

initially. However, bidders are solely responsible for checking the website to obtain all addenda that Owner issued by this date. Bidders that retrieved Contract Documents in hard copy at the Dataflow Offices must contact Dataflow on the date above to retrieve any addenda. **Owner is not responsible for bidding errors due to bidder's failure to retrieve any addenda.**

Sincerely,

Allen K. Williams, Chair, RJSCB  
Pepin Accilien, Program Director, RSMP

**By order of the Rochester Joint Schools Construction Board.**

## **I. GENERAL CONDITIONS**

Collectively, these General Conditions, Instructions to Bidders, and all Appendices identified in the Table of Contents and attached to this Moving Services Bid Solicitation, dated April 11, 2017 are referred to as the "Contract Documents", and shall become part of the Contract entered into between Owner and the Bidder(s) awarded the Contract and the provisions thereof shall be as binding upon the parties as if they were fully set forth in the contract.

### **1. Purpose of Bid**

Phase II of the Rochester Schools Modernization Program is a \$435 million initiative that funds up to 26 projects along with a District-wide technology project involving network and systems upgrades and infrastructure work. The program is governed by the RJSCB, which is charged with implementing the comprehensive Strategic Plan of the Rochester City School District. The Phase II master plan is currently underway. Owner has hired Vargas Associates to serve as their "Move Manager" for purposes of this request for bids.

The Owner invites bids for qualified professional moving companies to provide moving services for Phase II of the RSMP. The selected Bidder ("Mover") will carry out the relocation plan developed by Move Manager to move contents within the RCSD schools, including equipment, furniture and other items, from their existing locations into either a temporary storage location or to other various school located within the City of Rochester for the summer of 2017. The locations included in this bid request are as follows:

- Martin B. Anderson School No.1

Moving services are to be coordinated with the RSMP project schedules for each school facility at issue and must conform to the Contract Documents. Mover responsibilities include, without limit, all services outlined in section 4, the Scope of Work document included with the Supporting Information for each school (Appendix F), and the attached purchase order (Appendix H), which will be issued by Owner to Mover selected for award of Contract. Other services include compliance with RJSCB-approved budget and schedule, coordination with Owner and RCSD internal departments and outside consultants, as well as monitoring of all required policies and procedures for the proper and successful administration under the direction of the RJSCB.

### **2. City and District Information**

The City of Rochester ('City') is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. The City has a city population of over 200,000 and a metropolitan population of over 700,000.

Within the City, the Rochester City School District ("RCSD") serves approximately 28,000 students in pre-kindergarten through grade 12. The District employs approximately 6,000 full-time employees.

### **3. RJSCB Information**

The RJSCB oversees the Rochester Schools Modernization Program (RSMP), which is a multi-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities.

The comprehensive program is estimated \$1.2 billion spanning approximately 15 years. This Bid applies only to moves required for Summer 2017.

#### **4. Work Scope and Schedule**

##### **4.1 Overview**

The successful Bidder(s) (herein, "Mover") shall be responsible for the physical moves which will consist of work in the total or part(s) of an affected facility, as identified by the Move Manager. These services will include but not be limited to moving and select storage of building contents, furniture, computers, and other electronic equipment. **Mover shall interface with Move Manager and shall not interface directly with end user groups** to ensure adherence to the Contract Documents.

This invitation to bid sets forth an approximation of the work required to support the relocation. Movers must also attend a pre-bid walkthrough to assess the full extent of services required by the Contract. It is required that the sales representative along with the onsite move foreman(s) who will manage the move crew be in attendance at the **pre-bid walkthrough, scheduled for April 18<sup>th</sup>, 2017**, and the **Mover Orientation Meeting, scheduled for the week of May 15<sup>th</sup>, 2017**.

The "Move Matrix" prepared by the Move Manager is included for convenience as a reference tool and is by no means a full representation of the move requirements.

The Move Milestone Schedule indicates anticipated move dates or timeframes. RJSCB reserves the right to modify the schedule to accommodate its schedule or that of the RCSD. Coordination meetings will be held with each Moving Company and the Move Manager prior to the start of each phase of moves to discuss the specifics of each planned relocation.

Using its best skills and attention, the selected Mover will provide all expert personnel, labor, supplies, materials, equipment, transportation, and facilities necessary for the successful relocation of all items. The locations that have been identified as both points of origin (i.e., the originating school facility) and points of destination (the appropriate swing space and/or storage facilities) as set forth in this Bid document (see Appendix F – "Supporting Information").

**The Mover is responsible for complying with all building rules, regulations and code of conduct. Smoking is not permitted on school grounds. Swearing and the use of inappropriate language is not permitted. It is mandatory that all members of the Mover's staff be dressed in company attire and if requested, carry an Owner- or RCSD-approved badge. Those who do not comply with these regulations may be asked to leave the premises. Continued violation is grounds for Contract termination. (Please refer to Section 4.11 for Contractor's Compliance Regulations for further information).**

Bids for moving services should be based on all work and services outlined in the Contract Documents.

The detailed scope of services reflected herein, and including the Appendix and Attachments, should be considered the term of the agreement entered into with Owner ("Contract") and are non-negotiable.

**4.2 Moving Schedule**

The following table indicates the projects included for Summer 2017 that are part of the scope of this Bid.

<b>Site</b>	<b>Approximate Start Date</b>	<b>Approximate Finish Date</b>
<b>Martin B. Anderson School No. 1</b>		
Deliver packing materials to School No.1	May 22, 2017	June 23, 2017
Lay floor protection at School No.1 as directed by the Move Manager	June 26, 2017	June 27, 2017
Disposal and recycling of existing furniture in poor condition at School No.1	June 28, 2017	June 30, 2017
Relocation of all designated contents and furniture to locations noted in Scope of Work	July 3, 2017	July 7, 2017

These dates are approximate and indicate a timeframe to perform the work, not the number of days required for performance. The RSMP reserves the right to change this schedule if necessary. However, all moving services for all facilities must be completed no later than **July 7, 2017**, in order to allow construction to begin at the school. Time is of the essence. Should the Mover fail to achieve completion of all services in the time required or within such extended time as may be allowed due to delays not the fault of the Mover, Mover will be liable to the RJSCB for its losses as set forth in the "Terms and Conditions" to the Purchase Order (see Appendix H), and as otherwise specified herein.

Mover must submit a staffing schedule by **June 1, 2017** to include all personnel who have successfully passed a background check. Any and all revisions to this staffing schedule must be submitted on **June 16, 2017**. Mover must submit background checks to RCSD no later than May 15, 2017. Move days are typically 8-10 hours in duration, and usually fall between 8:00 AM and 5:30 PM. Instances where after hours' work is required may occur, and Mover will be required to support these hours. **Moving crew, including sub-contractors, are not to leave for the day until signed out and dismissed by the Move Manger on-site.**

A qualified supervisor must be on-site at the RSMP Warehouse during all warehouse work. Sub-contracted staff will not be permitted to work at the RSMP Warehouse without a supervisor from the Moving Company.

Movers will store all items as outlined herein (see Appendix F), and as further identified during the pre-bid walk-through at the facility sites.

**4.3 Furniture, Fixtures and Equipment**

The Mover is responsible for relocating the contents of all facilities, including but not limited to boxes, furniture, computers and peripheral devices, office equipment, printers, copiers, filing cabinets, library, gymnasium equipment, and storage contents. Interactive whiteboards are to be moved by others. RCSD IT must first decommission and prepare the copiers to be moved prior to any handling of them by the move team. This process will be coordinated by the Move Manager.

Offices may be configured in modular furniture. **All modular furniture to be dis-assembled and re-assembled by trained staff or a qualified sub-consultant that has demonstrated at least 5 years' experience with modular furniture AS THEIR PRIMARY SERVICE.** The modular furniture will require disassembly and re-installation. During this process, the Mover is required to label all parts and pieces associated with each corresponding office and/or cubicle\_area. All original components are required to be re-assembled as a group. No mixing of components will be allowed. Failure to fully re-assemble furniture and equipment with all original components, parts and pieces will result in replacement by the Mover. In the case that items have been discontinued, and equivalent parts are not available, Mover will be held responsible for full replacement of product at equal value as defined by the Owner.

The quantity of items to be relocated is not to be solely determined by the information provided in the Move Matrix. By attending the pre- bid walkthrough, the Mover is expected to determine the full extent of all property to be relocated. **Failure to ascertain the full extent of the property to be relocated will not be justification for further compensation to Mover.** Please seek as much information as necessary during the walk-through and via pre-bid email submission of questions for further clarification.

#### **4.4 Inspections**

Prior to any move activities starting at a site, a pre-move inspection will be conducted to establish existing conditions of the facility. The Mover is required to attend. After each phase of moves is complete, a post-move inspection will be conducted of each site. A punch list will be prepared summarizing outstanding actions required of the Mover. Actions identified are part of the Mover's scope of work (see Appendix F). The additional punch list items are the Mover's responsibility, with no additional cost to the owner.

In the event that move-related damage is incurred at any point of origin or point of destination, or points in between, the Mover will bear the responsibility for repairs of all damage caused by the Mover.

#### **4.5 Packing Materials, Packing and Unpacking**

Packing materials have been purchased and are stored in the RSMP warehouse, located at 68 Nassau Street. The Mover will need to deliver boxes and bubble pack to each school, per the delivery schedule which will be provided by others. Deliveries will be made a minimum of every other day due to limited on-site storage at the schools.

The library for this project will require physical packing services to be performed by the Mover. These areas will then require unpacking upon arrival back at their newly renovated school. The Mover will conduct this unpacking under the direction of Move Manager using the process already established for the unpacking of RCSD libraries. Materials will be moved in sequential order with library carts. Library carts must be shrink wrapped. Mover will coordinate with Move Manager on the proper labeling and storage of these contents and will be required to document collection order as directed by Move Manager.

The Mover will be responsible for the pick-up, loading of property at the Points of Origin, and transportation of property to the Points of Destination. The Mover will deliver property to the Points of Destination, in the proper room as indicated on the Move Matrix. **All boxes and contents will be placed with moving labels facing outward into the center of the room, such that the labels can be read without having to adjust the box placement.**

The Mover will provide all equipment including, but not limited to, dollies, hand trucks, commercial bins, loading ramps, trucks, library carts, road trailers and any other equipment required to professionally complete the moves



per the scope of work documents in appendix F and as needed once on-site. **A minimum of three dedicated large box trucks or larger will be required for this project.** The Mover shall determine the appropriate sizes and quantities to ensure swift completion of each school, each school's dock facilities (if any), as well as other factors that will support a successful implementation of these moves.

During moves, the Mover will have on hand additional trucks, personnel, equipment and any other items needed for this relocation on stand-by in the event of a breakdown or other such cause to ensure the successful on-time completion of all relocations.

Mover will take all necessary steps to protect the sending and receiving locations. Protection may include, but is not limited to: Masonite to protect flooring, as well as materials such as quilts and cardboard to protect walls doors and elevators, etc. Points of Destination will require extensive protection including, all floors upon which deliveries will be made. The entirety of all corridor flooring must be protected at Martin B Anderson School No.1. A minimum of 100 linear feet of Masonite will need to be installed at the project site. The Masonite shall cover 100% of the main entrance floor from wall to wall. The remainder of the building will require floor protection with Ram Board installed by the Mover, in all hallways throughout the receiving location covering 100% of all corridor flooring from wall-to-wall. Ram Board needed for this project will be approximately 650 linear feet x 8 feet in width, however some hallways are wider than 8'. **Floor protection must be installed at all locations by July 7, 2017.** See each scope of work for additional information regarding floor protection.

Movers will be responsible for the relocation of kitchen equipment. Food Services will be responsible for properly identifying and preparing equipment for relocation. Food Services must label all equipment to be moved with the future building information, using labels provided by the Move Manager.

Movers will be responsible for the pickup and delivery to 835 Hudson Avenue of the Book Depository Books. This will be approximately 300-400 boxes.

#### **4.6 Protection of Electronic Equipment**

The Mover will be responsible for relocating the computer and office equipment. Computers and peripherals will be de-installed and re-installed by others before and after the move. All equipment will be handled with necessary care, packed in padded carts and protected from the elements. Movers must place all items in the appropriate location as identified in the Move Matrix.

Laptop carts can be wheeled onto the moving truck provided they are protected from the elements if necessary. These carts do not transition well over thresholds and therefore will require physical lifting of the carts over thresholds, or proper flooring protection to eliminate the height differential.

No electronic equipment is to be stored in temporary storage locations.

#### **4.7 Box Sequencing and Placement**

The Mover will be responsible for placing all property in the new locations at the designated schools/locations. Library contents are to be stored and delivered according to numerical / alphabetical sequence that will coincide with the labeling format put in place for library contents. The Mover will promptly correct any incorrect placements that do not correspond to the floor plan and/or Move Matrix.

#### **4.8 Post Move Support**

As part of this post move support, the Mover will provide **three Movers and a truck, for five separate days as identified by the Move Manager.** These dates will likely be in the August timeframe, and will be coordinated with the Mover for each school as the project implementation approaches.

#### **4.9 Removal of Debris and Waste**

After the moves, the Mover shall remove all debris and waste materials that are generated by the unpacking of boxes and belongings. This includes empty boxes, labels, bubble pack, shrink-wrap and any other materials provided for the relocation. The collection of these items will be completed over three to four non-consecutive days, and specific dates will be communicated by the Move Manager as the timeframe approaches. Specific requests for removal may be made in as necessary to meet the needs of each school. It will be the responsibility of the Mover to consolidate move boxes and bring to the RSMP warehouse for storage, remove move related debris and waste when requested. An effort will be made to minimize multiple requests.

#### **4.10 Repairs**

In the event of move-related damages to any Owner or RCSD property, the Mover must immediately contact the Move Manager to identify the damage. The Mover will be responsible for costs to repair or replace the damage to physical property, furniture, equipment and any contents they have been paid to relocate. In the event of replacement, it will be for current and equal replacement of the item(s). Upon occupancy, end users may potentially identify items damaged in the move. Upon notification by the Move Manager damaged items are to be repaired to the RSMP satisfaction or may require replacement by the Mover.

#### **4.11 Contractor's Compliance Regulations**

The Mover is responsible for complying with all building rules and regulations applicable to the Project Site, including safety and emergency procedures, as well as all policies regarding drug-free schools, anti-harassment, non-violence and non-discrimination. Mover must ensure that all workers and subcontractors comply with such policies and procedures. Any individual found by Owner or Move Manager to be violating any of these procedures or policies may be asked to leave the Project site and surrender any badge or other security clearance. Mover is responsible to replace any of its laborers ejected from the Project site for non-compliance to ensure that the timely completion of Work is not impacted. Building Rules and Regulations include:

- Smoking, drug use, and/or alcohol consumption is not permitted on Project site(s).
- All Move members and any subcontractors' staff must be presentable and dressed in properly-fitting company attire (company shirts or uniforms), and possess proper identification each day they are present at the Project site, including RCSD-issued badges, and such other identification as may be required by Move Manager. Any individuals violating this policy may be asked to leave the Project site until they are able to comply herewith.
- The Project requires the Mover to assign permanent supervisors.
- The supervisor must provide Vargas Associates with a schedule of all break times.
  - One (1) 30 minute lunch break is permitted during the work day throughout the entire project timeframe.
  - Two (2) 15 minute breaks are permitted; one to be scheduled mid-morning, and the second scheduled in

the afternoon.

- Unscheduled breaks are prohibited when in route between buildings
  - Continued violations of compliance regulations will result in a disciplinary review meeting.
  - The Move Manager may adjust specific daily break times as needed if the times interfere with day-to-day project progress or the project schedule. The project will not be charged for additional breaks, extended breaks, or unapproved breaks under any circumstance.
- Any persons engaging in violent, disruptive, or harassing behavior may be immediately ejected from the Project Site by Owner or Move Manager and instructed not to return. Prohibited conduct shall include, but is not limited to: (a) making derogatory remarks or engaging in discriminatory or harassing conduct directed at any person or group of people based on gender, race, national origin, sexual orientation, age, or any other classification protected under New York State or federal law; (b) engaging in conduct that may be construed as sexual harassment, including any conduct that may create a hostile work environment under Title VII of the Civil Rights Act of 1964; (c) using foul or offensive language; (d) bringing weapons, drug paraphernalia, or other harmful devices to the Project site; (e) insulting or demeaning other workers or persons present at the Project Site; (f) engaging in any other conduct that, in the reasonable judgment of Project Manager or Owner may interfere with or disrupt other workers or persons present at the Project site. Anyone violating these policies will be asked to leave immediately and surrender their security clearance.
  - Mover is responsible for providing their staff, and sub-contractors, with hard hats and safety glasses, as well as ensuring that they wear full length pants and work boots on days where work is required but the project has not yet received a temporary Certificate of Occupancy.

#### **4.12 Background Checks**

As required by the RCSD, before any Mover personnel are permitted on City School District owned property, they need to have satisfactorily completed a background check to verify the identity and possible criminal history of the potential workers. At a minimum, the Mover shall provide to the RCSD and the Move Manager the following information prior to performing services:

- Identity verification
- National Comprehensive Background Report
- Sex Offender Registry Report
- NYS Inmate Registry Report
- Digital Head Shot
- Finger Prints

The background check must be done using the New York State Education Department (“SED”) system. Only SED system background checks will be allowed. All Mover personnel are required to satisfactorily complete a background check including Project Managers, Superintendents, Foremen, journeymen, engineers, and other personnel, if they are to be permitted on School property. Mover firms will be responsible for all associated costs and must make arrangements for all project staff to complete SED background checks through the following entity:

Rochester City School District  
Central Office  
131 W Broad Street  
Rochester, New York 14614  
(585) 262-8100

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## **5. Mover Qualifications**

### **5.1 Statement of Bidder Qualifications**

Each Bid must include a "Statement of Bidder's Qualifications" containing the information set forth below upon stationary of the bidder. The statement shall bear the signature and title of an authorized representative of the bidder and shall be notarized. The notarized statement shall include a certification that the bidder is not in bankruptcy and that its assets are not subject to receivership.

All questions must be answered and the data given must be clear and comprehensive. The proposer may submit any additional information he/she desires.

#### **To be submitted upon bidder's stationary with the Bid:**

1. Name of Bidder
2. Permanent main office address
3. When organized?
4. Legal form of ownership. If a corporation, where incorporated.
5. Years bidder has been engaged in serves you provide under its present name.
6. Experience in work similar in scope of services and in importance to this proposal.
7. List not less than three (3) client references for whom bidder completed school or other moving services similar in size and scope to the moves required for this to this Bid. Include for each client:
  - Name of Organization
  - Overview of the project
  - Appropriate gross cost of agreement
  - Date services started
  - Duration of the project
  - # Movers supporting the project
  - Services provided
  - SF of areas relocated as part of the moving scope of work
  - Responsible official, address and telephone number of person available as a reference.
8. If not already outlined in # 7 above, identify the largest K-12 moving initiative bidder has successfully completed. Identify the district, schools involved, total SF of areas relocated, and other relevant information to demonstrate your company capability as compared to the requirements as set forth in this Bid. If included in section 7, be sure to note that it is the largest initiative per Section 8 of the Bid.
9. Have you ever failed to complete any work awarded to you? If so, where and why?
10. Have you ever defaulted on a contract? If so, where and why?

11. Provide a listing of company employees who will be assigned to this project. Indicate if they are permanent or temporary staff, number of years with the company, and which workers are supervisors. This list shall identify those staff members who will fulfill the bidder's Minority and Women staffing requirements per the maximum requirements outlined in section 11. Please note the on-site supervisor to laborer ratio, and each supervisor's qualifications.
12. Do you hire labor ready personnel on large projects, and if so, what percentage of your temporary workforce do you plan to use on this project?
13. What type of training is given to new hires, labor-ready personnel, and all sub-contracted personnel? Include description of the training, number of hours, and who provides the training. This information will be discussed in-depth at the de-scoping meetings. Bidders will be required to bring supporting documentation.
14. Describe the nature (size, availability, and climate controls) of your secure, climate controlled warehouse solution for any school facility contents that may need to be stored there instead of at the RSMP Warehouse, as set forth in Appendix F "Supporting Information" for the individual schools.
15. Describe any pending litigation, financial circumstances, or other factors that could affect your organization's ability to perform the Contract.
16. Names, titles, reporting relationships, and background and experience of the principal members of Mover, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB.
17. Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.
18. Bidder's Statement of Qualification must be signed by the bidder's authorized representative and include the following certification:  
  
"The undersigned represents that bidder is not currently subject to bankruptcy proceedings and its assets are not subject to receivership. Bidder has not been debarred, suspended, or otherwise found ineligible to bid or enter into the Contract, nor has bidder included any ineligible party in its bid."
19. Submittal of Department of Transportation Registration number for each vehicle used for the moves must be submitted with bid response.

## **5.2 Owner's Rights**

Owner reserves the right to revise the scope of services prior to the execution of a contract to (1) reflect changes arising out of this Bid process; (2) incorporate any Owner or RCSD requirements adopted after the publication of this bid invitation; or (3) incorporate any other changes it deems necessary.

Owner reserves the right to reject any and all Bids, request clarification of information from any bidder, and to award the contract to the lowest responsible bidder responsive to this bid invitation upon due investigation of bidder.

**6. Submittal, Bid Bond and Contract Requirements**

**6.1 Pre-bid walk-through:**

Potential bidders along with their **onsite crew supervisor** are strongly encouraged to attend a **pre-bid walk-through** of the move sites, which is as follows:

Site	Date	Start Time	
School No. 1	4/18/2017	7:30 – 8:15 a.m.	School No.1 existing location
RSMP Warehouse	4/18/2017	8:30 am – 9:30 am	New long-term storage warehouse

Please limit your representatives to three people. Owner reserves the right to alter this schedule in the event that more or less time is required to adequately visit all sites.

**Addresses of each site are as follows:**

Martin B. Anderson School No. 1:	85 Hillside Ave, Rochester, NY 14610
RSMP Warehouse:	68 Nassau Street, Rochester, NY 14609

**6.1.1 Bid Submission and Bid Security**

Bidders must submit to Owner, in the manner described in “Instructions to Bidders”, **seven (7) complete hard copies and one electronic copy of their Bid Form** (Attachment A to Appendix E) and all other required submissions as set forth in this Bid. This bid submission must be accompanied by bid security in the form and amounts set forth in Appendix I (“Bid Security”).

**6.2 COMIDA**

Local Labor: The Project will be funded in part through the issuance of tax-exempt bonds by the County of Monroe Industrial Development Agency (“COMIDA”). Pursuant to the terms of the agreement between COMIDA and the RJSCB, COMIDA will require that the Project use only “Local Labor” in performing the Contract, subject to certain permitted exceptions and waivers. The term “Local Labor” is defined as laborers residing in Monroe, Genesee, Livingston, Orleans, Ontario, Seneca, Wayne, Wyoming and Yates counties.

**6.3 Prevailing Wage**

6.3.1 New York State Prevailing Wage schedules apply to this project.

6.3.2 The prevailing wage rate schedule can be obtained from the New York State Department of Labor website.

6.3.3 Mover is required to pay wages that are equal to or greater than the NY State Prevailing Wages and all required supplements and benefits.

6.3.4 Mover is responsible to track modifications or changes to the NY State Prevailing Wage rates and modify wages accordingly as work progresses.

6.3.5 To the extent that Mover may be required by state or federal law or regulation to pay at a higher rate than that payable at the time of Contract award due to post-award changes to the published New York State prevailing wage rates, such rate increase(s) shall not constitute a basis for an increase in the Contract Sum.

#### **6.4 Certified Payroll/Compliance Paperwork**

The Mover is required to submit Certified Payroll when submitting its invoices. Submit invoices along with the completed DP-3 and DP-3a forms according to the RSMP 2017 Pay App Due Dates identified in Appendix L. Baker Tilly Virchow Krause, LLP "as the Owner's Independent Compliance Officer (ICO)" will verify that the Mover is compliant with the NYS prevailing wage rate. Please refer to the wage schedule in Appendix J.

#### **6.5 Payment**

Bidders may submit monthly invoices to be paid in accordance with the terms of the Purchase Order (Appendix H) and the RSMP 2017 Pay App Due Dates identified in Appendix L. Receipt of payment is contingent on meeting compliance requirements.

#### **6.6 Form of Bids**

Appendix E includes the Bid Form Cover Sheet (Attachment A), together with Bid Form for the Project, which are included in this Bid (Attachments A, B, C and D). Every bid must include a cover sheet (Attachment A), sworn Statement of Qualifications as set forth herein at Article 5, and completed Appendices A, B, C, D, and I, and all attachments thereto. Bidders must submit all Attachments to Appendix E.

#### **6.7 Preparation Costs**

All costs incurred in the preparation and presentation of the Bid shall be wholly absorbed by the bidder.

### **7. Insurance Requirements and Indemnification**

#### **7.1 Insurance Requirements**

Mover shall procure and maintain such types and amounts of insurance policies and coverage as set forth in the Purchase Order (Appendix H at para. 8). Neither Mover nor any subcontractor, supplier, or party in contract therewith may commence any services for Owner prior to submitting the requisite certificates of insurance in the form specified in Appendix H, and having them approved by the RSMP Insurance Consultant.

#### **7.2 Indemnification:**

Mover shall be required to provide indemnification in the manner, and to the parties, specified in the Purchase Order (Appendix H) at paragraph 7.

**8. De-Scoping Meetings:**

Bids will be reviewed and firms will be notified by end of the day on **Friday, April 28, 2017** regarding de-scoping meetings that are scheduled for **May 1, 2017**. Final selection of the Mover(s) will occur at the RJSCB board meeting, which is scheduled for **Monday, May 8, 2017**. RJSCB reserves the right not to award the project outlined in this Bid, if it determines it is in the best interests of the RSMP not to award a contract.

**9. Commitment:**

The RJSCB expects that any team members or representatives named as part of the Bid process will be assigned to the work through completion. The RJSCB also expects that the duties will be performed by a sufficient local staff and that this staff will respond to the Move Manager in a timely manner.

**10. Questions and Bid Addenda:**

Any questions regarding the Bid or selection process should be submitted via email to [move@rjscb.org](mailto:move@rjscb.org) by **Noon on Friday, April 21, 2017**. Owner's answers will be provided by addenda and emailed or posted to the websites where Contract Documents were first made available to potential bidders by **5:00 p.m. on Tuesday, April 25, 2017**. All bidders must check the website hosting the Contract Documents to confirm receipt of all addenda. Owner is not responsible for bidders' failure to obtain updated Contract information.

**11. RSMP Diversity Program:**

The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises (WBE's), disadvantaged business enterprises (DBE's), small business enterprises (SBE's), which enterprises are collectively referred to herein as Eligible Business Enterprises (EBE's), as well as minority and women employees and principals, are given the opportunity to participate in the performance of contracts of the RJSCB. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

The RJSCB is committed to providing Women, Minorities, and EBE's with equal opportunities in the performance of contracts. In order to achieve the business development goals of the RSMP, each contractor, supplier, professional service firm or other business providing goods or services to the RJSCB pursuant to a contract of \$25,000 or more shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, and EBE's. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more shall agree to comply with the following workforce diversity rules and requirements:

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



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

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

The RJSCB reserves the right to revise, adjust and/or modify the above goals for future RSMP contracts. Any firms requiring assistance in meeting the above commitments of the RSMP Diversity Program may contact the Owner's Independent Compliance Officer (ICO), Mr. Brian P. Sanvidge, Baker Tilly Virchow Krause, LLP, at (212)792-4836. Selected Mover(s) will be expected to complete and submit all required DP forms (see Appendix D) to the ICO.

#### **12. Procurement Process:**

Pursuant to State Finance Law §§139-j and 139-k, restrictions on communications are in effect between the RJSCB and bidders during the procurement process. **An Offeror/bidder is restricted from contacting the Owner or its agents from the earliest notice of intent to solicit bids through final award and approval of the Contract by the RJSCB ("restricted period"), to other than the RJSCB's designated representative,** unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). RJSCB employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the bidder pursuant to the public bidding laws. Certain findings of non-responsibility can result in rejection for consideration of Contract or future RSMP contracts.

## INSTRUCTIONS TO BIDDERS

- 1.0 RECEIPT AND OPENING OF BIDS: The Rochester Joint Schools Construction Board ("RJSCB"), herein referred to as "Owner," invites bids for RSMP moving services as set forth in the Contract Documents to which these Instructions are appended. Bids will be received by the Owner at the office of the Program Director, Pepin Accilien, 1776 North Clinton Avenue Rochester, New York 14621 until **10:00 a.m. on April 28, 2017** and at said time and place publicly opened and read aloud. Bidders must provide one original and four (4) hard copies of their entire bid submission. The envelopes containing the bids must be sealed, addressed to the attention of Pepin Accilien and labeled: **RSMP Moving Services Bid**.

The agreement entered into between the Owner and the successful bidder(s) ("Mover(s)") (herein, "Contract") shall be for work associated with Phase II of the Rochester Schools Modernization Program ("RSMP") and shall conform to the terms of the Contract Documents published with the Bid Solicitation, including any Owner-issued addenda thereto.

1.1 BID CONDITIONS:

- .1 Owner reserves the right to reject any or all bids received.
- .2. **INFORMALITIES:** The Owner may consider any bid not prepared and submitted in accordance with the provisions hereof to be informal, and may waive any informalities in or reject any and all such bids. Conditional bids will not be accepted. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 45 calendar days after the actual date of the opening thereof.
- .3 **BID INTERPRETATIONS:** Bid amounts are required to be submitted both in writing and in figures. In the event of conflict, the written amount shall take precedence over the amount expressed in figures.
- .4 **PRICE REGULATIONS:** By placing a bid under these instructions, the bidder certifies that the prices therein are in accordance with all New York State and United States laws and regulations.

- 1.2 **LATE BIDS:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the Owner after the time specified for bid opening will be date-stamped as evidence of late arrival and returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or other delivery method. The time clock located in the Program Director's office is designated the official timepiece for submission of bids. **BIDS MUST BE SUBMITTED IN THE OWNER'S PROGRAM DIRECTOR'S OFFICE IN HARD COPY BY THE ABOVE DEADLINE.**

- 2.0 **PREPARATION OF BIDS:** Bids must be submitted on the prescribed form as set forth in the Move Services Bid Solicitation. All applicable blank spaces must be filled in, in ink. Unless otherwise noted, all bid prices must be expressed in both writing and in figures in the event of conflict, the written amount shall take precedent over the amount expressed in figures.

- .1 **BID SUBMISSION:** All bids must be submitted in sealed envelopes bearing, on the outside, the time bids are to be opened, the type of work, and the name and address of the bidder. **Facsimile or email bids will not be accepted.**

- .2 EXAMINATION OF PREMISES: The submission of a bid will be considered as evidence that the bidder has examined the premises and acquainted himself/herself with present conditions under which he/she will be obliged to operate and that will affect in any manner the work to be done. A mandatory pre-bid walk-through will take place as described in Section 6.1 of the Move Services Bid Solicitation. All proposals shall take into consideration all conditions that may affect the work of the Contract. No allowance will be made subsequently on behalf of the Mover for any error, omission or negligence on his/her part.
- .3 SCHEDULING: All bidders are required to confirm the anticipated move schedule to avoid all possible schedule conflicts with building operation, RSMP construction activities, special events, etc. prior to submittal of bid. Please refer to the the milestones and dates as denoted in Section 4.2 of the Move Services Bid Solicitation.
- 3.0 DISCREPANCIES: If any bidder should find a discrepancy, conflict, omission or mistake in the Contract Documents, it shall be directed to the attention of the Program Director, in writing at the email address provided for questions, not later than three (3) business days before the bids are due. If Owner determines that clarification is necessary, it will issue the appropriate addenda. Neither the Owner nor its representatives/consultants will be responsible for any oral instructions given during the bidding period. If inconsistencies or mistakes as to quantity or quality of work are not brought to the attention of Owner prior to bid, then the amount of services or products of greater value or quality will apply.
- 4.0 ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the Contract Documents will be made orally. Bidders must disregard any oral term or provision that conflicts with the Contract Documents and is not reduced to an addendum or other written modification by Owner. Every question or request for interpretation during the bidding period shall be submitted via email to Owner at: [move@rjscb.org](mailto:move@rjscb.org) by **Noon on Friday, April 21, 2017** to be given consideration. Any and all such interpretations and all supplemental instructions will be in the form of written addenda and will be posted at the Dataflow and Bidnet websites where the Bid Solicitation was first made available. Although the hosting service may provide for automated emails to potential bidders having downloaded the Contract Documents, all bidders are responsible for obtaining the addenda from the hosting services directly or verifying receipt of all addenda issued by Owner by close of business on **Tuesday, April 25, 2017**. Failure of any bidder to receive any Owner-issued addendum shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents and bids will be deemed to include the terms of the addenda, whether or not actually received by bidder, provided however that a failure of the hosting service or Owner error directly impacting bidder's ability to receive addenda before the close of bidding, if proven by bidder, will be grounds for withdrawal of the bid upon prompt discovery and notification of such error.
- 5.0 CERTIFICATE OF NON-COLLUSION IN BIDDING: To comply with Section 103-d of the General Municipal Law of the State of New York, all bidders are required to sign a statement regarding non-collusive bidding. This statement has been made a part of the Contract Documents to be submitted with the bid (see Appendix I to Bid Solicitation).
- .1 DISCLOSURE: A bid shall not be considered for award nor shall any award be made where the signed Certification of Non-Collusion in Bidding is not provided or has not been properly complied with. If the Bidder cannot make this Certification, it shall so state and shall furnish with the bid a

signed statement which sets forth in detail the reasons therefor. If parts (.1), (.2) and (.3) of the form of Certification (Appendix I) have not been complied with, the bid shall not be considered for award of Contract, unless the Owner determines that such disclosure was not intentionally made for the purpose of restricting competition.

.2 PRICING INFORMATION: The fact that a bidder, (A) has published price lists, rates or tariffs covering items being procured, (B) has informed prospective customers of proposed pending publication of new or revised price lists of such items being bid, does not constitute without more, a disclosure within the meaning of the required certification.

6.0 RESPONSIBLE BIDDER: The Owner has developed the following guidelines for the determination of public works contract responsibility consistent with the duties of contracting agencies and the court interpretations of State law and regulations governing competitive bidding in the belief that the public interest would be served by the uniform application of these guidelines on Owner public works contracts:

6.1 In determining the responsibility of a bidder for a public works contract, the Owner shall consider the following items:

- A. Lack of proper certification, adequate expertise, prior experience with comparable projects, or financial resources to perform the work of the contract in a timely, competent and acceptable manner. Evidence of such lack of ability to perform may include, but shall not be limited to, evidence of suspension or revocation for cause of a professional license of any director or officer, or any holder of five percent (5%) or more of the bidders stock or equity; failure to submit satisfactory evidence of insurance, surety bond or financial responsibility; the status of bankruptcy petitions; suspension or debarment by state or federal government; or a history of termination of prior contracts for cause.
- B. Criminal conduct in connection with government contracts or business activities. Evidence of such conduct may include a judgment of conviction or information obtained as a result of formal grant of immunity in connection with criminal prosecution of the bidder, and any director or officer, or holder of five percent (5%) or more of the shares or equity of the bidder, or any affiliate of the bidder.
- C. Violations of safety and/or training standards as evidence by a pattern of OSHA violations or the existence of willful OSHA violations.
- D. Willful non-compliance with the prevailing wage and supplements payment requirements of the Labor Law by the bidder or any affiliate of the bidder.
- E. Any other significant Labor Law violation, including, but not limited to, child labor law violations, failure to pay wages, or unemployment insurance tax delinquencies.
- F. Any significant violation of the Worker's Compensation Law, including, but not limited to the failure of a bidder to provide proof of worker's compensation or disability benefits coverage.
- G. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations.
- H. Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women's or Minority Business Enterprise (W/MBE), or any denial, de-certification, revocation or forfeiture or W/MBE status by New York State.
- I. Any adverse determinations or administrative rulings by the Equal Employment Opportunity Commission and/or the New York State Human Rights Division that the bidder engaged in unlawful or discriminatory conduct.

- J. Any other cause of so serious or compelling a nature that it raises questions about the responsibility of a bidder, including, but not limited to submission to the Owner of a false or misleading statement on a sworn statement of bidder qualifications, or in some other form, in connection with a bid for or award of a contract.
  - K. In addition to the factors specified above, the Owner may also give due consideration to any other factors considered to bear upon bidder responsibility, including but not limited to, any mitigating factors brought to the Owner's attention by the bidder.
- 6.2 QUALIFICATION OF BIDDERS: A bidder can be judged qualified only for the type of work in which it has demonstrated competence. The Owner will make such investigation it feels necessary to determine the competency of the bidder to perform the work for which he has submitted a bid upon review of the Statement of Bidder Qualifications included with the bid. The bidder must furnish promptly all further information the Owner requests to reasonably assess bidder's qualifications. The successful bidder will, at minimum, have successfully completed three (3) prior projects of similar size and scope to this Contract.
- .1 A sworn "Statement of Bidder Qualifications" with the information required in Section 5 of the General Conditions shall be submitted by all bidders. The Owner shall use the information contained in the sworn statement in making a determination of bidder responsibility before awarding the Contract. Any untrue representations made on the aforementioned form shall be grounds for immediate termination of the Contract. The Owner shall also use the information contained in the sworn statement to determine the adequacy of staffing for determining the awards for move groups 1 through 4 as designated in Section 6 of the Contract Documents.
- 7.0 BID SECURITY: Each bid must be accompanied by the certified check or bank draft of the bidder made payable to the "Rochester Joint Schools Construction Board," or by a bid bond prepared in the form of Bid Bond attached, duly executed by the bidder as principal, and having as surety thereon a surety company authorized to do business in the State of New York approved by the Owner in an amount not less than five percent (5%) of the amount of the bid. Bid security will be returned to all except the three lowest formal bidders within seven (7) business days after the formal opening of bids. All remaining checks will be returned by certified mail to the three lowest bidders within seven (7) business days after the Owner and the accepted bidder have executed the Contract or if no Contract has been so executed, within 45 calendar days after the date of the opening of the bids, upon demand of the bidder thereafter, unless it has received notice of the acceptance of its bid.
- 8.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon failure or refusal to execute and deliver the Purchase Order, payment and performance bonds, insurance certificates, RSMP Diversity Program (DP) Forms, or other information required by the Contract Documents within the timeframe specified therein, or within 10 days of receiving notice of bid acceptance, whichever time period is shorter, shall forfeit to the Owner, as liquidated damages its bid security.
- 9.0 OBLIGATION OF BIDDER: At the time of the opening of bids, each bidder will be presumed to have inspected the site(s) where services will be performed and to have read and to be thoroughly familiar with the Contract Documents, including all addenda and other approved modifications. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

- 10.0 AWARD OF CONTRACT: A contract will be awarded, if all, to that qualified, responsive and responsible bidder whose bid and prices for Alternates accepted by the Owner, if any, total the lowest number of dollars, subject to the limitation that bidders may bid on all move groups, but Owner may limit award to one move group per bidder. The groups were created by the RJSCB in consultation with its "Move Manager" (Vargas Associates, Inc.) based upon the logistics and timing of the moves and the size of the moves. The RJSCB has the discretion to decide to award more than one group to a given low bidder as set forth in the General Conditions.
- .1 Owner will notify the succesful bidder within two (2) days after Owner decides to award the Contract thereto.
- 11.0 CONDITIONS OF THE CONTRACT: The terms and conditions set forth in the Contract Documents will apply to the Contract entered into between Owner and Mover. The Owner's failure to insist on Mover's performance with regard to any particular term, condition, or requirement of the Contract shall not function as a waiver or preclude the Owner from enforcing such term, condition or requirement going forward.
- 12.0 TAX EXEMPTION: Bidders shall not include in their bid the sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials, which are to be incorporated into the structures or landscape. The New York State Department of Taxation and Finance does not issue tax exemption numbers to government entities. Completion of any type of exempt organization certification form is, therefore, not required. An official Purchase Order issued to the vendor by a government entity is the only evidence required by the state to substantiate an exempt sale to a government purchaser.
- 12.1 WAGE RATES: The attention of bidders is called to the wage rates applicable to work performed under this Contract, as set forth in Appendix J. The Mover and every subcontractor shall post in prominent and accessible places on the site of the work legible statements of all wage rates as specified in the Contract to be paid for the various classes of laborers, workmen and mechanics employed on the work.
- 12.2 STATE LAWS AND REGULATIONS: The bidder's attention is directed to the following instructions and information regarding construction operations, contracts and references to the provisions of law applicable in New York State.
- .1 NON-DISCRIMINATION: Mover must abide by the non-discrimination and equal employment opportunity policies established for RSMP projects, and must otherwise comply with all state, federal and local laws having jurisdiction over the work of this Contract. The Contract may be canceled or terminated by the Owner for cause upon a violation of the non-discrimination policy or for violation of any applicable laws.
- .2 EFFECT OF FAILURE TO TESTIFY BEFORE GRAND JURY: Pursuant to the requirements of Section 103-A of the General Municipal Law of the State of New York, the following clause is inserted herein and is made a part of the Contract:
- A. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, or a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. Such person, and any firm,

partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to, or submitting bids to, or receiving awards from, or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services for a period of five years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof, since July 1, 1959, by such person, and by any form, partnership, or corporation of which he is a member, partner, director, or officer, may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

12.3 WORKFORCE DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITIES: The Owner recognizes the need to take action to ensure that minority and women-owned business enterprises (W/MBE's), disadvantaged business enterprises (DBE's), small business enterprises (SBE's) and minority and women employees and principals are given the opportunity to participate in the performance of contracts entered into with the Owner. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the Owner fosters and promotes the participation of such individuals and business firms in contracts with the Owner. Therefore, Mover and all subcontractors must fully comply with the requirements set forth in Appendix D of and shall complete the forms and certification procedure attached herewith, and use good faith efforts to attain the diversity and workforce utilization goals stated therein. Owner reserves the right to revise, adjust and/or modify the stated goals for contracts awarded at a later date as part of the RSMP. Mover compliance with these requirements and related obligations will be monitored by Owner's Independent Compliance Officer (ICO). The diversity goals must be shown as met on the submission of the DP-1 form with the bid. Otherwise, the bidder will not be considered.

13.0 WORK REQUIREMENTS: Each bidder must inform itself fully of the conditions relating to conditions at and under which work is to be performed. Failure to do so will not relieve Mover of the obligation to furnish all material and labor necessary to complete Contract work for the consideration set forth in its accepted bid and resulting Purchase Order.

.1 The Mover must employ such methods or means in performing the Contract as will not cause any interruption of or interference with the work of any other separate contractor of Owner. Mover should undertake to perform the Contract in the shortest possible time consistent with good and workmanlike construction and applicable safety standards.

**APPENDIX A**



**APPENDIX A**

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

**Background:**

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

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

**Instructions:**

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

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

BY

\_\_\_\_\_  
\*LEGAL NAME OF FIRM OR CORPORATION

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE/DATE

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

**APPENDIX B**

**APPENDIX B**

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

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

BY:

\_\_\_\_\_  
LEGAL NAME OF FIRM OR CORPORATION

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY OR TAX ID NUMBER

\_\_\_\_\_  
TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE

Date: \_\_\_\_\_, 201\_\_

\*State the complete legal name of your business. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

**APPENDIX C**

**APPENDIX C  
FORM OF OFFERER DISCLOSURE OF  
PRIOR NON-RESPONSIBILITY DETERMINATION**

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

1. Has any owner of a public works project or procurement contract made a finding of non-responsibility regarding your bid or proposal to enter into such contract in the previous four years?  
(Please circle):                 No                                 Yes  
*If yes, please answer the next questions:*

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):  
  No                                 Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle):  
  No                                 Yes

4. If you answered yes to any above questions, please provide details regarding the finding of non-responsibility below.  
Owner: \_\_\_\_\_

Date and Basis of Finding of Non-Responsibility: \_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

5. Has any public owner or agency terminated or withheld a Contract from you due to the intentional provision of false or incomplete information? (Please circle):  
  No                                 Yes

6. If yes, please provide details below:

Owener/Agency: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder certifies that all information given to Owner with respect to State Finance Law §139-k is complete, true and accurate. Bidder further certifies that it is not, nor is any subcontractor/supplier included in its Bid, a party that has been previously debarred, suspended or found non-responsive or ineligible to participate in RSMP projects, nor does Bidder or any supplier or subcontractor share one or more officers, directors, shareholders or principals with a debarred, suspended or otherwise ineligible party.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPENDIX D**

**STATEMENT OF NON-COLLUSION IN BIDDING**

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

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

\_\_\_\_\_  
FULL LEGAL NAME OF BIDDER

BY \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE AND FACSIMILE NUMBERS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

**APPENDIX E**



**STATEMENT OF BIDDER QUALIFICATIONS**

Bidders may be judged qualified only for the type of work in which they demonstrate competence. Owner will make such investigation it feels necessary to determine the competency of the Bidder to perform the Work. The Bidder shall furnish promptly all information the Owner requests for Owner to investigate as it deems appropriate. Bidders must have, at minimum, successfully completed three (3) prior projects of similar size and scope the Work of the Contract. .

The Bidder bears the sole responsibility for any subcontractors it may employ for any parts of this Work. The Bidder is advised to utilize similar qualification standards against which it will be judged when using the services of any subcontractors or suppliers. Bidders must verify that any subcontractor or suppliers are in good standing and have not been previously debarred from performance of the Contract.

1. *Name of Bidder:* \_\_\_\_\_

2. *Type of Business:* (e.g. corporation, partnership, etc.)  
: Date of formation:: \_\_\_\_\_  
Place of formation: \_\_\_\_\_

3. *How many years has the Bidder done business under its present name?* \_\_\_\_\_ years

4. *List the names of the persons who are directors, officers, owners, managerial employees or partners in the Bidder's business:*

_____	_____
_____	_____
_____	_____
_____	_____

5. *Have any of the persons in No. 4 owned, operated, or been shareholders in any other companies?*

Yes      No

If Yes, list the names of said persons and the names of their previous affiliations:

Names	Names
_____	_____
_____	_____
_____	_____

6. *Has any director, officer, owner or managerial employee had any professional license suspended or revoked?*

Yes            No

If Yes, please indicate their names, license previously held, whether it was revoked or suspended and the date:

Name	License Held	Revoked	Suspended	Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

7. *Please list in reverse chronological order all projects completed in the past five years involving work of a similar nature to this Contract, including a minimum of three projects. For each, provide the project name, date, location, dollar amount, brief description, and references with names and telephone numbers, and the name(s) of the architect/engineer. **Attach additional sheets as needed.***

Project:	Location/Owner:	Date:	Price:	Description:
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

8. *During the five-year period preceding the submission of this Bid, has the Bidder been found guilty of any OSHA violations?*

Yes            No

If Yes, please describe the nature of the OSHA violation(s) and indicate the remediation or other steps taken regarding such violations(s):

Violation	Remediation
_____	_____
_____	_____

9. *During the five-year period preceding the submission of this Bid, has the Bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origins and/or violations of an employee's civil rights or equal employment opportunities?*

Yes            No

If Yes, please list the names of persons making such claim, a description of the claim, the status of the claim and what disposition, if any, has been made regarding such claim:

Name	Claim	Status	Disposition

10. *During the five-year period preceding the submission of this Bid, has the Bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged?*

Yes      No

Lawsuit	Index Number	Disposition

11. *During the five-year period preceding the submission of this Bid, has the Bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements?*

Yes      No

If Yes, please list each instance of the commencement of a Department of Labor proceeding, the project to which it related, and the status or resolution thereof through Bid submission:

Proceeding	Project	Disposition

12. *During the five-year period preceding the submission of this Bid, has the Bidder been the subject of proceedings involving allegation that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof?*

Yes      No

If Yes, please list each instance of the claimed violation and the status of the claim at the time of submission of this Bid:

Violation	Remediation

13. *During the five-year period preceding the submission of this Bid, has the Bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements?*

Yes            No

If Yes, please list each instance of the commencement of a Department of Labor proceeding, the project for which it was commenced, and the status of the proceeding at the time of submission of this Bid:

Proceeding	Project	Disposition

14. *During the five-year period preceding the submission of this Bid, have the Bidder, its officers, directors, owner, and/or managerial employees been the subject of a criminal indictment?*

Yes            No

If Yes, please list the name of the person(s) indicted or convicted, the charge against the individual and the disposition of the charge:

Name	Charge	Disposition

15. *During the five-year period preceding the submission of this Bid, has the Bidder been charged with and/or found guilty of any violations of federal, state, municipal, environmental, and/or health laws, codes, rules and/or regulations?*

Yes                      No

*If Yes, please list the charge against the Bidder, the date of the charge, and the status of the charge at the time of submission of this Bid:*

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. *Has the Bidder submitted bids on any other projects or contracts aside from the instant Bid?*

Yes                      No

*If Yes, please list the projects bid upon, the expected or actual date of commencement of work and, if no award has been made, whether the Bidder was the lowest monetary Bidder:*

Project Bid	Start Date	Low Bidder
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

17. *Does the Bidder have any projects ongoing at the time of submission of this Bid?*

Yes                      No

*If Yes, please list the projects (or attach) on which the Bidder is currently working, the percentage complete, and the expected date of completion of the work:*

Project	Construction Cost	Percent Complete	Completion Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

18. *Has the Bidder, or any company sharing a director, officer, shareholder or principal or Bidder, ever been terminated from a contract or project by any owner?*

Yes                      No

If Yes, please list the projects on which the Bidder was terminated, the reason for termination (convenience, suspension, for cause), and the date of termination:

Project Bid	Reason	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

19. *Has the Bidder completed and attached the list of at least three (3) references?* Bidders must indicate at minimum: job name, location, brief description, dollar amount, and reference names with telephone numbers of the Owner and the Engineer or Architect. This Statement must be signed and submitted with the Bid to be considered responsive

Yes          No

**SWORN STATEMENT OF BIDDER:**

By signing below, the Bidder acknowledges that all information supplied in response to this Statement of Bidder's Qualifications, including all attachments, is complete and accurate to the best of Bidder's knowledge. Bidder further represents that it has not filed and does not presently anticipate filing for bankruptcy, and that Bidder's assets are not in receivership. Bidder further certifies that it is not, nor is any Subcontractor included in its Bid or any, a party that has been previously debarred, suspended or found non-responsive or ineligible to participate in RSMP projects, nor does Bidder or any Subcontractor share one or more officers, directors, shareholders or principals with such a party.

By: \_\_\_\_\_

Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 2013

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

**APPENDIX F**

**INDEX OF DIVERSITY FORMS:**

1. EBE Utilization Plan (DP-1)
2. EBE Assurance Statement
3. Promise of Non-Discrimination
4. Good Faith Efforts Checklist
5. EBE Letter of Intent to Perform (DP-2)
6. Monthly Employment Utilization Form (DP-3) and Instructions
7. Monthly EBE Utilization Report Form (DP-3a/RSMP) and Instructions
8. Monthly Submission Checklist
9. Active and Non-Active Sub-Contractors
10. Certification of Small Business Enterprise (SBE) Financial Status - *applicable to firms asserting qualification as SBE only*

All forms attached as part Appendix F are to be completed by bidders or contractors at the time of bid.



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

**EBE ASSURANCE STATEMENT**

*To be submitted with the bid on bidding company's letterhead and signed and dated by bidder's authorized representative. Bidder must submit a separate EBE Assurance Statements for each EBE.*

**Subject Proposal for** \_\_\_\_\_

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

**Representation of EBE Status**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax#: \_\_\_\_\_

Email: \_\_\_\_\_

FEIN: \_\_\_\_\_

**Work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Dollar amount:** \_\_\_\_\_

**Percentage of the Total Bid amount:** \_\_\_\_\_

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

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

**Contractor/Bidder acknowledgement:**

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

Name of Contractor/Bidder firm: \_\_\_\_\_

Authorized representative: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

***EBE Assurance Statements must be submitted on bidder's letterhead and signed and dated by bidder.***

**PROMISE OF NON-DISCRIMINATION**

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
(Authorized Company Representative Signature)

### GOOD FAITH EFFORTS CHECKLIST

The Rochester Joint School's Board (RJSCB) welcomes your participation in the Rochester School's Modernization Program (RSMP). Your participation and support in complying with the goals for diversity set forth in the Diversity Plan is critical to the success of the Program. Pursuant to the requirements set forth in this Section and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by RJSCB, WE, \_\_\_\_\_ by Owner/Principal

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

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

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

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

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

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

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

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

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

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

*(GOOD FAITH EFFORTS CHECKLIST continued on following page):*

(GOOD FAITH EFFORTS CHECKLIST, page 2):

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

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

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

Please note all categories of ownership that apply:

- \_\_\_ African American Business Enterprise
- \_\_\_ Asian American Business Enterprise
- \_\_\_ Hispanic American Business Enterprise
- \_\_\_ Majority Enterprise
- \_\_\_ Native American Business Enterprise
- \_\_\_ Small Business Enterprise
- \_\_\_ Women-Owned Business Enterprise

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

Please note all categories of ownership that apply:

- \_\_\_ African American Business Enterprise
- \_\_\_ Asian American Business Enterprise
- \_\_\_ Hispanic American Business Enterprise
- \_\_\_ Majority Enterprise
- \_\_\_ Native American Business Enterprise
- \_\_\_ Small Business Enterprise
- \_\_\_ Women-Owned Business Enterprise

(GOOD FAITH EFFORTS CHECKLIST continued on following page):

(GOOD FAITH EFFORTS CHECKLIST, page 3):

3. Name of subcontractor/Vendor: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address \_\_\_\_\_  
Date of Offer to Participate: \_\_\_\_\_  
Date Offer was Declined : \_\_\_\_\_

Reasons Given for Declining:  
\_\_\_\_\_

Please note all categories of ownership that apply:

- \_\_\_ African American Business Enterprise
- \_\_\_ Asian American Business Enterprise
- \_\_\_ Hispanic American Business Enterprise
- \_\_\_ Majority Enterprise
- \_\_\_ Native American Business Enterprise
- \_\_\_ Small Business Enterprise
- \_\_\_ Women-Owned Business Enterprise Name of subcontractor/Vendor

4. Name of subcontractor/Vendor: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address \_\_\_\_\_  
Date of Offer to Participate: \_\_\_\_\_  
Date Offer was Declined: \_\_\_\_\_

Reasons Given for Declining:  
\_\_\_\_\_

Please note all categories of ownership that apply:

- \_\_\_ African American Business Enterprise
- \_\_\_ Asian American Business Enterprise
- \_\_\_ Hispanic American Business Enterprise
- \_\_\_ Majority Enterprise
- \_\_\_ Native American Business Enterprise
- \_\_\_ Small Business Enterprise
- \_\_\_ Women-Owned Business Enterprise Name of subcontractor/Vendor

END OF GOOD FAITH EFFORTS CHECKLIST

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

*This form is to be completed and submitted to the ICO by the apparent successful bidder by the end of the tenth day following notice of award of contract.*

RSMP PROJECT: \_\_\_\_\_  
PARTICIPANT: \_\_\_\_\_

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

- \_\_\_\_\_ sole proprietorship (individual)
- \_\_\_\_\_ a partnership
- \_\_\_\_\_ a corporation
- \_\_\_\_\_ a joint venture

Detailed description of work items to be performed by EBE: \_\_\_\_\_ (indicate labor, supplier, broker, etc.)  
at the following price: \$ \_\_\_\_\_.

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

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

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

(Type or Print Name of subcontractor/Joint Venture) \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall immediately resubmit the necessary revised forms to the attention of the ICO for consideration.

*DP-2 Form continued on the following page...*

*DP-2 Form, page 2:*

The undersigned will enter into a written agreement for the work described upon the approval of the ICO and award and execution of a contract with RJSCB to the bidder.

\_\_\_\_\_  
Bidding contractor Company Name

\_\_\_\_\_  
Proposed EBE Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Company Officer Name & Title (Print)

\_\_\_\_\_  
Company Officer Name & Title (Print)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Company Officer Signature Date

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Company Officer Signature Date

---

For RJSCB Use Only

\_\_\_\_\_  
Owner Signature                      Date

\_\_\_\_\_  
ICO Signature                      Date



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

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

*DP-3 Instructions continued on the following page...*

*DP-3 Instructions, page 2:*

Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10.)

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

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

MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP ROCHESTER SCHOOLS MODERNIZATION PROGRAM

PHASE II

1. Project : \_\_\_\_\_

2. Reporting Period:     /    /     -     /    /    

3. Reporting Contractor Name / Address / Phone No. / Fax No. \_\_\_\_\_

No Work Performed (     )

4a. Reporting Contractor is a (     ) 1st Tier - or - (     ) Lower Tier Contractor

4b. Only if a lower tier contractor, indicate to whom you are a subcontractor: \_\_\_\_\_

Project Goals : Minority - 22% Women - 8%													
5. POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Caucasian (Hours)		6c. Black not of Hispanic Origin (Hours)		6d. Hispanic (Hours)		6e. Asian or Pacific Islander (Hours)		6f. American Indian or Alaskan Native (Hours)	
		M	F	M	F	M	F	M	F	M	F	M	F
<b>Grand Total</b>		0	0	0	0	0	0	0	0	0	0	0	0

**Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted project site during the above noted month.**

11. Reporting Company Official's Printed Name \_\_\_\_\_

12. Reporting Company Official's Signature \_\_\_\_\_

13. Date Signed \_\_\_\_\_

14. Page \_\_\_\_\_ of \_\_\_\_\_

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

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

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

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

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

*In addition to required submissions noted above, the same submissions must be made by the 1<sup>st</sup> tier contractor directly to the ICO no later than the 5<sup>th</sup> day of the following month. (i.e. October 2012 DP-3's/RSMP or No-Labor Notice(s) must be received by November 5, 2012.)*

END OF INSTRUCTIONS FOR COMPLETION DP-3A

**DP-3A**  
**MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT**  
**Rochester Schools Modernization Program Phase II**

\_\_\_\_\_ Month / Year

**Project Name:** \_\_\_\_\_ **Original Contract:** \_\_\_\_\_  
**Contract No.:** \_\_\_\_\_ **Change Orders to Date:** \_\_\_\_\_  
**Contractor Name:** \_\_\_\_\_ **Current Contract:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **MBE % of Current Contract:** \_\_\_\_\_  
**Phone No.** \_\_\_\_\_ **WBE % of Current Contract:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_ **DBE % of Current Contract:** \_\_\_\_\_  
**SBE % of Current Contract:** \_\_\_\_\_

Subcontractor Name	EBE	Original Subcontract	Change Orders to Date	Total Current EBE Subcontract	Amount Paid to Date to EBE	Total Amount of Invoices Submitted to Date	Cancelled Checks Submitted to Date
<b>TOTALS:</b>	\$	-	\$	-	\$	-	\$

1. DP-3A is to be submitted monthly.
2. List all M/WBE/DBE/SBE subcontractors, even after their work is substantially complete.
3. When adding a subcontractor, attach a revised DP-1 and DP-2 to this form.
4. Attach invoices and cancelled checks to this form.

\_\_\_\_\_ **Contractor Representative Signature**

\_\_\_\_\_ **Date**

# RSMP

## BAKER TILLY VIRCHOW KRAUSE, LLP MONTHLY SUBMISSION CHECKLIST

MONTH: \_\_\_\_\_

PROJECT: \_\_\_\_\_

R: CONTRACTOR \_\_\_\_\_

CONSTRUCTION MANAGER: \_\_\_\_\_

### DUE FROM PRIME-CONTRACTOR

- LIST OF ALL ACTIVE AND NON-ACTIVE SUB-CONTRACTORS (see next page)
- DDP-3A

### DUE FROM PRIME-CONTRACTOR AND ALL SUB-CONTRACTORS

- DDP-3
- COPY OF PAYMENTS TO SUB-CONTRACTORS \*
- INVOICE RELEVANT TO THE PAYMENT(S) \*

**\* Note: Not required if DDP-3 indicates "No work performed".**

Please make sure the information provided pertains to the period between the first day of the month and the last day of the month. All documents are to be uploaded before the 15th of every month. Contact the program ICO with any questions or concerns.

# RSMP

## BAKER TILLY VIRCHOW KRAUSE, LLP LIST OF ALL ACTIVE AND NON ACTIVE SUB-CONTRACTORS

MONTH: \_\_\_\_\_

PROJECT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONSTRUCTION MANAGER: \_\_\_\_\_

### ACTIVE SUB CONTRACTORS

### NON-ACTIVE SUB-CONTRACTORS

Please make sure the information provided pertains to the period between the first day of the month and the last day of the month. All documents are to be uploaded before the 15th of every month. Contact the program ICO with any questions or concerns.

**Rochester Schools Modernization Program  
Certification of Small Business Enterprise (SBE) Financial Status**

*This Certification must be completed in full by any business intending to qualify as a certified "Small Business Enterprise" or "SBE" to provide labor, services and/or materials for any contract awarded under the Rochester Schools Modernization Program ("RSMP"), and submitted with the bid or at such other time as permitted by the contract documents. Failure to timely provide a complete Certification, or to provide any back-up documentation as the Rochester Joint Schools Construction Board ("RJSCB") may reasonably require, may be grounds for disqualification from award of RSMP contracts.*

I hereby certify that \_\_\_\_\_ ("Company")  
Company Name and Address (print)

meets the requirements of the Rochester Schools Modernization Program (RSMP) definition of Small Business Enterprise (SBE) as listed below (please check the box):

- "Small Business Enterprise (SBE)" shall mean a business concern which, together with its affiliates, has no more than fifteen (15) employees and average annual receipts that do not exceed \$2 million. Annual receipts shall be calculated in accord with the standard established under 13 CFR 121.104. Number of employees shall be calculated in accord with the standards established under 13 CFR 121.106. Affiliates shall be determined in accord with the standards set forth under 13 CFR' 121.103.

I further certify as follows as to the Company, including affiliates (*please check one of the boxes below*):

- Annual receipts over the last three (3) years were under \$1,000,000.00.
- Annual receipts over the last three (3) years were \$1,000,000.00 or greater, but not exceeding \$2,000,000.00.

I further certify as follows (*please check the appropriate boxes below. If Company has been in business for three years or more, leave the following blank*):

- Company has been in business less than three (3) complete fiscal years and total receipts for the period Company has been in business divided by the number of weeks Company has been in business, multiplied by 52, yields the following amount of total receipts (check one box):
  - Less than \$1,000,000.000; or
  - Between \$1,000,000.000 and \$2,000,000.00.

By signing below, I certify that I am an owner, principal, or other authorized agent of Company. I further certify that, if the Company is awarded any RSMP contract, it will adhere to the hiring practices set forth in the Project Labor Agreement ("PLA") covering the RSMP, as well as the "Side Letter of Agreement" to the PLA entered into on or about April 26, 2012, each of which I have had the opportunity to review.

*(SBE CERTIFICATION FORM continued on following page)...*



(SBE CERTIFICATION FORM, page 2):

I hereby agree to notify Rochester Schools Modernization Program's Independent Compliance Officer (ICO), Landon and Rian Enterprises, if there are any changes to the Company that would alter the content of this Certification, within thirty (30) days of such change, and submit such documentation as may be reasonably required by Owner to evaluate the same.

By: \_\_\_\_\_  
(Sign)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

State: \_\_\_\_\_

Registration Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

END OF "SBE CERTIFICATION FORM"

**APPENDIX G**

**Bid Form Cover Sheet - Summer 2017**

Company Name: \_\_\_\_\_

**Attachment A - Bid Form Summary Sheet**

<b>Rates</b>	Hourly Rate	Hourly Rate
Straight Time - Supervisor	\$	\$
Straight Time - Driver	\$	\$
Straight Time - Laborer	\$	\$
Overtime (Time & Half) - Supervisor	\$	\$
Overtime (Time & Half) - Driver	\$	\$
Overtime (Time & Half) - Laborer	\$	\$
Vehicles	\$	\$

**Requests for Unit Pricing**

Single Office Move (contents only)	Unit Price	\$
Single Classroom Move (contents only)	Unit Price	\$
Pack a Single Office	Unit Price	\$
Pack a Single Classroom	Unit Price	\$
Hourly Rate with Three Movers & a Truck	Unit Price	\$
Masonite/Floor Protection for School 1	Unit Price	\$
On-site Dumpster	Unit Price	\$

**Pricing by Project**

	Man Power	Vehicles	Materials	Total
Group 1 Martin B. Anderson School No. 1	\$	\$	\$	\$
Group 2 NA	\$	\$	\$	\$
<b>Grand Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Grand total of bid written out in words: \_\_\_\_\_

\*Bid is not to exceed value  
 \*\*Move dates subject to change

**Bid Form - School 1 Moving Services - Summer 2017**

Company Name: \_\_\_\_\_

<b>Attachment B - Group 1</b>				
<b>Relocate School No. 1 from 85 Hillside Avenue to Various Locations in Rochester, NY</b>				
<b>Move Activity</b>	<b>Title of each position (supervisor, driver, etc.)</b>	<b>Hourly Rate</b>	<b># of Crews</b>	<b># Workers/Crew</b>
	Straight Time - Supervisor	\$		Total Cost
	Straight Time - Driver	\$		\$
	Straight Time - Laborer	\$		\$
	Overtime (Time & Half) - Supervisor	\$		\$
	Overtime (Time & Half) - Driver	\$		\$
	Overtime (Time & Half) - Laborer	\$		\$
	Background Checks	\$____/employee		\$
				<b>Man-power Total: \$</b>

<b>Materials</b>	<b>Type of Material</b>	<b>Unit Cost</b>	<b>Units Required</b>	<b>Total Cost</b>
	Shrink Wrap	\$		\$
	Masonite	\$		\$
	Floor Protection Board	\$		\$
	Dumpster	\$	2	\$
			<b>Materials Total:</b>	<b>\$</b>

<b>Vehicles</b>	<b>Vehicle Type</b>	<b>Hourly Rate</b>	<b>Units Required</b>	<b>Total</b>
		\$		\$
		\$		\$
		\$		\$
			<b>Vehicles Total:</b>	<b>\$</b>
			<b>Grand Total:</b>	<b>\$</b>

Grand total of page written out in words: \_\_\_\_\_

\*Bid is not to exceed value  
 \*\*Move dates subject to change

## **APPENDIX H**

**Martin B. Anderson School No. 1  
85 Hillside Ave., Rochester NY**

**Moving Services Scope of Work**

Relocation Requirements and General Project Information:

School No. 1 is a 45,000-square foot, grade Pre-K-6 elementary school enrolling approximately 350 students. During the summer of 2017, this school will dissolve. The entire building must be emptied by the Mover of all furniture, equipment, and contents.

Mover will be required to install approximately 100 linear feet of Masonite and 650 linear feet of Ram Board floor protection in the corridors of School 1.

Prior to the start of construction, scheduled to begin July 8, 2017, School 1 will be completely emptied of all boxed contents, which will be relocated to other schools within the district.

Starting June 26, 2017, School 1 will be completely emptied of all furniture. As many as 300 items of furniture may require relocation from School 1 to the RSMP Warehouse, located at 68 Nassau Street. There is some modular furniture that will require disassembly. Mover is required to properly bag and tag all components and hardware, and label accordingly so they may be properly stored and easily identified for reassembly.

Of the remaining furniture, we anticipate that 10% will require disposal by the Mover into dumpsters from the site (Mover to provide dumpster) and the other 90% will require relocation to a specified recycling facility. The moving company will turn over all checks from the recycling company to Vargas Associates who will forward to the Rochester City School District Facilities Department. The removal of furniture and all other contents must be complete no later than July 7, 2017.

Please note that the elevator at school 1 is a small passenger elevator. Some furniture is not expected to fit into the elevator. Anticipate a small percentage of furniture will require stair-carry out of the building.

School 1 will require relocation of 18 desktop computers by the Mover. No teacher laptops will be moved by the Mover, as these staff members will relocate their own laptop equipment. There are approximately 8 printers that will require relocation to another facility within the district. Nine computer carts will also require relocation. The school district will be responsible for the de-installation and re-installation of equipment. The Mover will be responsible for packing any computers which are slated for relocation. Mover must take proper precautions to avoid damage, and it is recommended that any pre-existing damage is identified to the Owner.

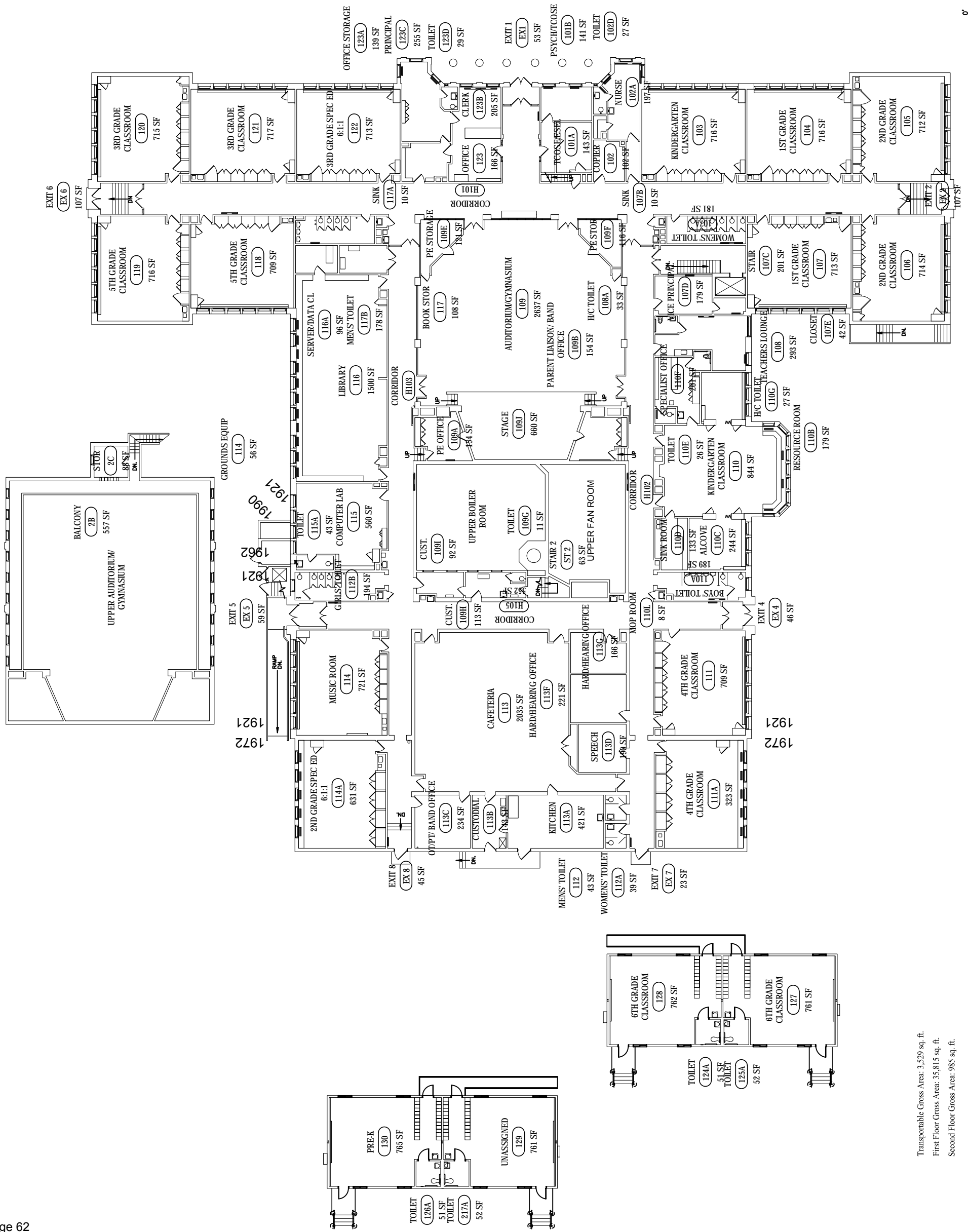
District staff will be packing the contents of their classrooms into pop-up style boxes with color coded labels, both to be provided by others. Movers will be provided details on the color coding system prior to the first move day. Only items with an approved label are to be moved by the Mover, unless specifically directed otherwise by the move manager.

Existing kitchen equipment will be disconnected by others, but will need to be relocated to 835 Hudson Avenue by the Mover. If there are egress issues with the removal of kitchen equipment, the Mover is expected to return to the school after demolition is complete so they can then remove the kitchen equipment and relocate to 835 Hudson Avenue. Proper safety gear must be worn by the crew if move activities are required post demolition.

During the last week of June 2017, the Mover will be required to pack the School 1 library into moving boxes, and in existing order following the Dewey Decimal System. Mover will be required to document collection order as directed by Vargas Associates. Once packed, the library collections will be relocated by the mover to the RCSD Book Depository, located at 835 Hudson Avenue

All planned activities are to be accomplished within the scheduled timeframes on the School 1 Master Schedule. The Mover will become familiar with School 1 to understand the inherent constraints at each location and will coordinate with move manager to mitigate any and all constraints and limitations of same.

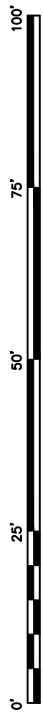
For the duration of this project, Mover will need to provide a minimum of two crews comprised of at least 12 workers each as well as a minimum of three large trucks or trailers that will be dedicated to School 1 relocations. Movers will be required to provide three men and a truck for five full business days in late August/early September 2017.



Transportable Gross Area: 3,529 sq. ft.  
 First Floor Gross Area: 35,815 sq. ft.  
 Second Floor Gross Area: 985 sq. ft.



Martin B. Anderson #1  
 85 Hillside Ave. Rochester, NY 14610  
 First Floor Plan  
 26-16-00-01-001





Staff & Room Details		Current Locations at School 1		Future Locations		Notes	
Last Name	First Name	Room Type	Room No.	Floor	Bldg.	Room	Notes
Sanchez		ESOL	101A	1	TBD	TBD	
Leigh		Vice Principal	101B	1	TBD	TBD	
NA		Storage Room	102	1	TBD	TBD	
Desmitt, Dudley		Nurse	102A	1	TBD	TBD	
Schramel		Kindergarten	103	1	TBD	TBD	
Marshmon		2nd Grade	104	1	TBD	TBD	
Schmid		2nd Grade	105	1	TBD	TBD	
Shorter		1st Grade	106	1	TBD	TBD	
Nealon		1st Grade	107	1	TBD	TBD	
DiCataldo		Reading	107D	1	TBD	TBD	
NA		Staff Lounge	108	1	TBD	TBD	
NA		Gym	109	1	TBD	TBD	
Kuczek, LePage		PE Office	109A	1	TBD	TBD	
Crawford		TA/ISS	109B	1	TBD	TBD	
Fittos		Custodian Office	109H	1	TBD	TBD	
Stryker		Kindergarten	110	1	TBD	TBD	
Labrosa, Head		ESOL	110B	1	TBD	TBD	
Comstock, Roemer		Resource Room	110C	1	TBD	TBD	
Cronmiller, Davis		5th Grade	111	1	TBD	TBD	
Golder		5th Grade	111A	1	TBD	TBD	
NA		Cafeteria	113	1	TBD	TBD	
NA		Kitchen	113A	1	TBD	TBD	
Dunford, Escos		OT/PT	113C	1	TBD	TBD	
Cutala, Annese		Speech	113D	1	TBD	TBD	
Belfiore, Rosengren		Resource Room	113F	1	TBD	TBD	
Griffith		Social Worker	113G	1	TBD	TBD	
Jackson		Music Room	114	1	TBD	TBD	
Fowler, Harris, Best		5th Grade	114A	1	TBD	TBD	
NA		Computer Lab	115	1	TBD	TBD	
Rosen		Library	116	1	TBD	TBD	
NA		Book Storage Room	117	1	TBD	TBD	
Heineman		4th Grade	118	1	TBD	TBD	

Gibbarido		4th Grade	119	1	TBD	TBD
Soleim		3rd Grade	120	1	TBD	TBD
White		3rd Grade	121	1	TBD	TBD
Paris, Warner, Terry		4th/5th Grade	122	1	TBD	TBD
Martinez		Main Office	123	1	TBD	TBD
NA		Storage Room	123A	1	TBD	TBD
Harris-Pappin		Principal Office	123C	1	TBD	TBD
Perez		6th Grade	127	1	TBD	TBD
Botting		6th Grade	128	1	TBD	TBD
Able, Haile		Psychologist / CASE	129	1	TBD	TBD
Album, Nesmith, Sobers		Pre-K	130	1	TBD	TBD

**APPENDIX I**

# ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD - Purchase Order

<u>Purchase Order Number</u> M-2a-0001		<u>Date:</u>	
<u>SUPPLIER/MOVER:</u>			
Name	Name	<b>BUYER/OWNER:</b>	
Attn:	Attn:	Rochester Joint Schools Construction Board	
Address	Address	Christine Vargas, Vargas Associates	
City	City	1776 North Clinton Avenue	
State	State	Rochester	
Zip	Zip	New York	
Phone	Phone	14621	
Fax	Fax	585-746-6450	
Email	Email	christine.vargas@vargasassociates.com	
<b>Term of PO:</b>	<b>Product/Service:</b>	<b>Quantity:</b>	<b>Price:</b>
<b>Commences:</b> <b>Expires:</b>	PHASE 2b School 1 Per the Move RFP dated ____, bids received on ____.	Lump Sum	<b>\$0.00</b>
<b>Shipping Method:</b>	<b>Place of Delivery:</b>	<b>Date of Delivery:</b>	<b>Other Specifications:</b>
FOB to point of identified destination per the Move Manager	Services will be provided to the following schools: - School 1, 85 Hillside Ave., Rochester, NY 14610	To be finalized by Move Manager.	
<b>Supplier/Mover:</b>	<b>Owner:</b>	<b>By:</b>	<b>Dated</b>

**Bid/Contract Reference:** [Purchase Order issued in response to "mini-bid" submitted by Seller pursuant to New York State Office of General Services Contract No. (N/A)]

**Tax** [(Unless otherwise specified, Buyer is exempt from applicable sale and use tax)]

\*\*\*The Purchase Order is subject to the attached "Terms and Conditions of Purchase Order," which are incorporated herein and made a part hereof, together with all terms and conditions set forth in the "Contract Documents" identified in the Bid Solicitation\*\*\*

## TERMS AND CONDITIONS OF PURCHASE ORDER

1. **Acceptance.** Buyer (also referred to as "Owner" or "MSCB") shall not be bound by this Purchase Order unless and until Supplier (also referred to as "Mover") executes and returns to Buyer the acknowledgement copy of this Purchase Order within 10 days of Supplier's receipt. Supplier shall be bound by this Purchase Order when it executes and returns to Buyer the acknowledgement copy of this Purchase Order or when Supplier engages in conduct which recognizes the existence of a contract, including shipment of any part of this Purchase Order.

2. **Complete Agreement.** Acceptance of this Purchase Order includes acceptance of the terms and conditions stated herein, including all terms and conditions set forth in the Contract Documents received by Buyer at the time of bidding, together with any addenda. The terms and conditions as defined herein shall constitute the complete and exclusive statement of the agreement between Buyer and Supplier ("Contract") with respect to the products (the "Products") and/or services (the "Services") provided by Supplier hereunder. To the extent that the terms and conditions stated in this Purchase Order differ from those set forth in the Contract Documents, the terms of the Contract Documents shall take precedence. Reference to Supplier's bids or proposals, if noted on the first page of this Purchase Order, shall not affect the provisions hereof, unless specifically provided to the contrary in the Contract Documents. No other agreement, invoice, or quotation or any acknowledgment of Supplier in any way modifying any of the provisions of this Purchase Order or Contract Documents or adding additional terms or conditions will be binding upon Buyer unless in writing and signed by Buyer's authorized representative.

3. **Delivery; Packaging and Shipping.** TIME IS OF THE ESSENCE OF THIS CONTRACT. If delivery of Products or rendering of Services is not completed by the time provided for or established herein, Buyer reserves the right without liability, in addition to and without waiving any of its other rights and remedies provided herein or at law or equity, to terminate this Contract as to any or all Products not yet delivered to Buyer or Services not yet rendered for Buyer, and to purchase substitute Products or Services elsewhere and charge Supplier with any loss or damage incurred by Buyer. Buyer further reserves the right to recoup from Seller its actual direct and losses resulting from Seller's failure to timely perform the Contract, including but not limited to

costs of renting or purchasing other equipment or facilities to fulfill the purpose of the Contract in the time specified in the Contract Documents. Shipments shall be delivered FOB to Buyer's receiving site specified on the face of this Purchase Order, unless modified by Owner prior to performance.

4. **New Materials.** Supplier represents that the Products are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

5. **Title to Goods; Risk of Loss.** Unless otherwise explicitly provided for in this Purchase Order, title and risk of loss to Products shall pass to Buyer only at the time and place of delivery and following written acceptance by Owner's representative as set forth in the Contract Documents.

6. **Inspection; Rejection of Goods; Payment.** All Products furnished hereunder shall be subject to inspection and approval at Buyer's location. Buyer may reject or require the prompt correction, in place or otherwise, of any Products which are found not to conform in all respects to (a) Buyer's specifications, drawings, blueprints and data, (b) Supplier's warranties, whether express or implied, or (c) any other instructions or requirements contained in this Purchase Order. Payment for any or all of the Products or Services supplied hereunder shall not constitute acceptance by Buyer.

7. **Indemnification.** To the fullest extent permitted by law, and in addition to any other indemnification obligations set forth in the Contract Documents, Supplier shall defend, indemnify and hold harmless Buyer, the City of Rochester ("City"), the Rochester City School District ("RCSD"), County of Monroe Industrial Development Agency ("COMIDA"), U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project ("Trustee") (or another Trustee to be named by Buyer), Savin Engineers P.C. ("Program Manager"), and Vargas Associates Inc. ("Project Manager"), and their respective affiliates, subsidiaries, board members, officers, directors, employees and agents (collectively, the "Indemnified Parties"), from and against any claims, actions, losses, costs, damages, liabilities or expenses of any nature (including reasonable attorneys' fees and costs) arising from or in connection with any actual or alleged: (a) violation of any Law (as defined in Section 12) committed by Supplier, its agents, representatives, employees, or subcontractors, or any of their respective agents and employees (collectively, "Supplier Indemnifying Parties"); (b) breach of representations, warranties, covenants or other obligations of Supplier under this Purchase Order; (c) any act

or omission or willful misconduct of any Supplier Indemnifying Parties; (d) injuries to person or property (including death) suffered by any Supplier Indemnifying Parties' agents, employees or subcontractors, or any employees or agents of any Supplier Indemnifying Parties' agents or subcontractors in the course of their performance or completion of any Work or other obligations arising under or pursuant to the Purchase Order, or upon any premises owned, leased or controlled by the Indemnified Parties, or any Project site or (e) manufacture or delivery of Products or performance of any Service hereunder, except to the extent that any such injury or damages are due directly and solely to the negligence of the Indemnified Parties. This indemnification obligation, including with respect to attorneys' fees and costs, shall extend to claims brought by Buyer or any of the other Indemnified Parties against Supplier or Supplier Indemnifying Parties for breach of this Contract. Supplier shall include in each Subcontractor agreement for the Project a provision substantially similar to this indemnification provision.

8. **Insurance Requirements and Certificate of Insurance.** Supplier agrees that prior to the delivery of any Products or completion of any Service, Supplier and all of its subcontractors involved in providing any Products or Services hereunder will obtain and maintain the following minimum insurance coverages:

(a) Workers' Compensation Insurance covering all employees engaged in providing Products or Services hereunder in accordance with the statutory requirements of the applicable jurisdictions;

(b) Commercial General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

(c) Comprehensive Automobile Liability Insurance, covering the use of all owned, non-owned, and hired automobiles used in connection with the delivery of Products and Services hereunder, both on and off Buyer's premises, with combined single limit of not less than \$1,000,000; and

(d) Excess Liability Insurance above the amounts specified in (b) and (c) in the amount of \$5,000,000 for Suppliers and \$2,000,000.00 for any subcontractor to Supplier.

(e) Any other insurance required of Supplier as is set forth in the Contract Documents.

Supplier and its subcontractors shall maintain such insurance, at their own cost and expense, throughout the term of this Contract. Supplier shall provide Buyer with certificates of insurance evidencing such insurance for itself and its subcontractors prior to the start of work. The above insurance must be purchased from insurers licensed, admitted, and authorized to write insurance in New York State (or such other place as Work is performed) and is A.M. Best Rated "A-" or "Better." Each of the following shall be named as **Additional Insureds on a Primary and Non-Contributory basis** for such insurance (other than Workers' Compensation and Employer's Liability Insurance): Buyer; Project Manager; RCSD; City ; COMIDA; Trustee; and Program Manager (collectively herein, the "Additional Insureds"). Notwithstanding the foregoing, Supplier's subcontractors are not required to name the Additional Insureds on a Primary and Non-Contributory basis on their Umbrella (Excess) Liability Insurance policies, but shall do so for all other required insurance. All policies shall incorporate a provision requiring the giving of written notice to Buyer at least thirty (30) business days prior to the cancellation, non-renewal or modification of any such policies. Insurance must be written on an occurrence basis and maintained without interruption from the date of commencement of work until the date of final payment, or such longer period for which any coverage is required.

9. **Warranties.** Supplier warrants that all Products to be furnished hereunder will have clear title and will not infringe on the patent or other intellectual property rights of any other party; will conform to the descriptions, designs, specifications for the Products (including, without limitation, any specifications set forth on the face of this Purchase Order); will perform as specified herein and will be merchantable, of good quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing by Supplier); and to the extent that Supplier knows or has reason to know of the purpose for which the Products are intended, will be fit for such purpose. Supplier warrants that all Services will be performed in a competent, diligent, workmanlike and professional manner. The warranties contained herein shall run to Buyer and its customers and users of Buyer's Products or Services, and shall survive inspection, installation where applicable, acceptance and payment. The warranties set forth herein shall be in addition to any warranties of additional scope given to Buyer by Supplier.

10. **Pricing.** Product and Services rates (the "**Prices**") are set forth on the first page of this Purchase Order. Prices are

firm, fixed prices, and include all fees and tariffs. Unless otherwise noted on the face page of this Purchase Order, Buyer is exempt from all sales and compensating use tax of the State of New York or of any City or County in the State of New York, and Supplier shall not include any such taxes in the Prices or on any invoice issued to Buyer.

11. **Invoices.** Seller may invoice Buyer upon each delivery of a shipment of Products, and with respect to Services, upon their completion or monthly, in accordance with this Purchase Order or terms of the Contract Documents. Invoices will be payable in full 45 days from the date of invoice and acceptance by Buyer.

12. **Compliance with Laws.** Supplier warrants that all Products and Services will be produced or performed in compliance with all applicable local, federal and state laws, rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods (collectively, "**Laws**").

13. **Termination.** In addition to any other grounds for termination set forth herein or in the Contract Documents, the Contract and Purchase Order may be terminated as follows: (a) if the Seller breaches any material term of the Purchase Order or other Contract Documents, Buyer may terminate the Contract and Purchase Order if the Seller does not cure its breach within seven (7) days after receipt of written notice from Buyer or its Move Manager specifying the breach; (b) by Buyer pursuant to Section 14; or (c) by either party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy or similar laws of any jurisdiction, and such proceeding is not dismissed within 60 days of its filing. Upon termination of this Contract and Purchase Order for any reason, Buyer shall pay to Supplier the price provided in the Purchase Order for all Products which have been delivered to Buyer and all Services which have been completed for Buyer prior to termination and which are accepted by Buyer in accordance with this Contract. However, in the event of a material breach of Contract and termination of Seller, Buyer shall be entitled to use any remaining balance of funds available to secure replacement Products or Services. Seller shall be liable to the extent that the cost of such replacements exceeds the remaining balance of the Contract.

14. **Force Majeure.** Notwithstanding anything to the contrary herein, neither party shall be liable for delay or failure in the performance of any of its Contract obligations if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party

(event of "force majeure"), including but not limited to fires, floods, explosions, accidents, acts of God, war, riot, terrorism, strike, lockout or other concerted acts of workers, and acts of government; provided, however, that the party claiming that a force majeure event has affected its performance shall give notice to the other party within five (5) days of becoming aware thereof. The party giving such notice shall use its best efforts to eliminate or prevent the cause so as to continue performing its Contract obligations. If an event of force majeure, as described in this Section 14, affects Supplier and lasts for longer than twenty (20) days, Buyer may, in addition to any other remedy available to Buyer herein or at law or equity, terminate this Contract and Purchase Order without liability, except for payment for deliveries made to Buyer prior to termination and which have been accepted by Buyer. Notwithstanding any other provision herein, failure to perform by a subcontractor or vendor of Supplier shall not constitute an event of force majeure.

15. **Assignment.** Neither this Contract nor any payment hereunder is assignable or transferable by Supplier without Buyer's prior written approval. Any attempted assignment in violation of this Section shall be null and void.

16. **Governing Law.** This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws rules. The exclusive jurisdiction and venue of an action with respect to the subject matter of this Purchase Order shall be the County of Monroe, State of New York.

17. **RSMP Diversity Program.** Supplier is expected to use its best efforts to meet the diversity and equal employment opportunity goals of the Rochester Schools Modernization Program ("RSMP") and must document its efforts to submit to the Owner's "Independent Compliance Officer" ("ICO"), as set forth more fully in the Contract Documents. Supplier's failure to adhere to the RSMP Diversity Program goals shall be grounds for remedial action by Buyer, including, but not limited to, suspension or termination of Contract, declaration of non-responsiveness of Seller, rejection of future bids by Seller, finding of Seller ineligibility for future RSMP contracts, and/or withholding of payment.

**APPENDIX J**

## BID SUBMITTAL CHECKLIST

### FF&E Contract for Rochester School Modernization Program (RSMP) of the Rochester Joint Schools Construction Board (RJSCB)

This “Bid Submittal Checklist” is provided as a general overview, and does not relieve Bidders of the obligation to provide all information, forms and certifications required for the Bid, as set forth more fully in the Contract Documents. **Bids must consist of one (1) original and seven (7) copies of each of the following:**

- \_\_\_\_\_ Bid Submittal Checklist
- \_\_\_\_\_ Bid Form:
  - \_\_\_\_\_ Acknowledge receipt of all Addenda
- \_\_\_\_\_ Bid Security (5% of Bid) by certified check, bank draft or surety bond
- \_\_\_\_\_ Certification of Bidder Non-Collusion Form
- \_\_\_\_\_ Statement of Bidder Qualifications
- \_\_\_\_\_ Affirmation of Understanding - N.Y. State Finance Law § 139-J(6)(B)
- \_\_\_\_\_ Certification of Compliance with N.Y. State Finance Law § 139-(5)
- \_\_\_\_\_ Disclosure of Prior Non-Responsibility Form
- \_\_\_\_\_ Bid Form Cover Sheet
- \_\_\_\_\_ Bid Form – School 1 Moving Services
- \_\_\_\_\_ **Diversity Program Forms:**
  - \_\_\_\_\_ EBE Form DP-1 (EBE Utilization Diversity Plan)
  - \_\_\_\_\_ EBE Assurance Statement
  - \_\_\_\_\_ Promise of Non-Discrimination
  - \_\_\_\_\_ Good Faith Efforts Checklist

Seller to submit completed EBE Letter of Intent (DP-2) and EBE Utilization Form (DP-3) **within three (3) days’** notice of Contract award.

Certificates of insurance, payment and performance bonds, product samples (if requested), and all other items required by Contract Documents to be furnished before commencement of Work must be provided in the time period stated therein.



**APPENDIX K**

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**Moving Furniture and Equipment** **02/01/2017**

**JOB DESCRIPTION** Moving Furniture and Equipment **DISTRICT 10**

**ENTIRE COUNTIES**  
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

**WAGES**  
Per hour: 07/01/2016

Driver-Heavy & Tractor Trailer (capacity of at least 26,000 pounds Gross Vehicle Weight)	\$ 20.22
Driver-Light Truck	14.88
Helper	13.75
Packer*	12.37

\*Packs, wraps, labels office furniture and equipment; Loads on to dollies.

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**  
Per hour worked: \$ 1.75

**OVERTIME PAY**  
See (B, B2) on OVERTIME PAGE

**HOLIDAY**  
Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

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### Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays, if worked

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- 
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
  - ( T ) Triple the hourly rate for Holidays, if worked
  - ( U ) Four times the hourly rate for Holidays, if worked
  - ( V ) Including benefits at SAME PREMIUM as shown for overtime
  - ( W ) Time and one half for benefits on all overtime hours.

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### Holiday Codes

#### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day

**APPENDIX L**



**Milestone Schedule – Moving Services Bid – Summer 2017**

Advertisement of Bid.....	04/11/17	Savin/Gilbane
Pre-Bid Meeting.....	04/18/17 at 7:30am	Vargas Associates
Bid Questions Submitted.....	04/21/17 by 12:00pm	Moving Companies
Bid Response Distribution.....	04/25/17 by 5:00pm	Vargas Associates
Bids due.....	04/28/17 at 10:00am	Bidders
De-Scoping meetings.....	05/01/17	Bidders/VAP, Accilien
Recommend award.....	05/03/17	Vargas Associates
Committee Meeting.....	05/04/17	RJSCB
Board Approval.....	05/08/17	RJSCB
Mover Orientation Meeting.....	Week of 05/15/17	Vargas Associates



**APPENDIX M**





# Memo

**To:** RJSCB - Tom Renauto  
 RSMP - Staff & Consultants  
**From:** Alexandra Fleischer  
**Date:** 2/9/2017  
**Re:** Due Dates / RJSCB FY2016-17 Meeting Schedule

<b>Payment Applications Due</b>	<b>Monthly Reports and Amendments Due</b> (Monday)	<b>Change Orders Due *</b> (Tuesday)	<b>MWBE and Services Procurement Meeting &amp; Finance Committee Meetings</b> 7:30am, 9am (Thursday)	<b>Monthly Board Meeting</b> 4:30pm (Monday)
June 6, 2016	June 27, 2016	June 28, 2016	<b>July 14, 2016</b> <b>(4:00pm)</b>	<b>July 18, 2016</b> <b>(4:00pm)</b>
July 6, 2016	July 18, 2016	July 19, 2016	<b>August 4, 2016</b>	<b>August 9, 2016</b> <b>(Tuesday)</b>
August 5, 2016	August 22, 2016	August 23, 2016	<b>September 8, 2016</b>	<b>September 12, 2016</b>
September 6, 2016	September 19, 2016	September 20, 2016	<b>October 13, 2016</b>	<b>October 17, 2016</b>
October 5, 2016	October 17, 2016	October 18, 2016	<b>November 3, 2016</b>	<b>November 7, 2016</b>
November 7, 2016	November 21, 2016	November 22, 2016	<b>December 8, 2016</b>	<b>December 13, 2016</b> <b>(Tuesday)</b>
December 6, 2016	December 26, 2016	December 27, 2017	<b>January 12, 2017</b>	<b>January 17, 2017</b> <b>(Tuesday)</b>
January 5, 2017	January 16, 2017	January 17, 2017	<b>February 2, 2017</b>	<b>February 6, 2017</b>
February 7, 2017	February 13, 2017	February 14, 2017	<b>March 2, 2017</b>	<b>March 6, 2017</b>
March 7, 2017	March 20, 2017	March 21, 2017	<b>April 6, 2017</b>	<b>April 10, 2017</b>
April 5, 2017	April 17, 2017	April 18, 2017	<b>May 4, 2017</b>	<b>May 8, 2017</b>
May 5, 2017	May 15, 2017	May 16, 2017	<b>June 1, 2017</b>	<b>June 5, 2017</b>

\* Please make sure that a Change Order Summary Sheet accompanies your Change Orders, and that each Change Order has been signed by all parties (with the exception of the RJSCB) prior to being submitted.