



REQUEST FOR PROPOSALS

COMMISSIONING AUTHORITY SERVICES FOR PHASE 2

The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program, seeks to identify professional firms qualified to provide services for commissioning of systems for all contracts entered into by the RJSCB for Phase 2 of the RSMP program.

**ISSUE DATE:
September 13, 2016**



Rochester Joint Schools Construction Board
Facilities Modernization Program
1776 N. Clinton Ave.
Rochester, NY 14621





Rochester Joint Schools Construction Board
1776 N. Clinton Ave., Rochester, New York 14621 Telephone: 585-512-3806

REQUEST FOR PROPOSALS

Date: September 13, 2016

To: Commissioning Service Firms

From: Rochester Joint Schools Construction Board

Project Title: Commissioning Authority Services

Send Proposals to:

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

Contact:

trenauto@aol.com

	RFP SCHEDULE	DATES
1.	<u>RJSCB</u> issuance of the Request for Proposals	September 13, 2016
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.	September 20, 2016 (Noon)
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	September 22, 2016 (5:00 PM)
4.	Submittal Deadline for Proposals.	September 27, 2016 (Noon)
5.	Interviews with Short Listed Service Providers (anticipated).	Week of October 10, 2016
6.	Award (anticipated).	October 17, 2016

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- Appendix B: Offerer’s Affirmation of Understanding of an Agreement Pursuant to State Finance Law §139-j (6) (b)
- Appendix C: Offerer Certification of Compliance with State Finance law §139-k (5)
- Appendix D: Form of Offerer Disclosure of Prior Non-Responsibility Determination

ATTACHMENTS:

- Attachment A: Fee Submittal Form
- Attachment B – Diversity Program (DP) Forms:
 - Form DP-1: Schedule of MBE/WBE/DBE/SBE Participation
 - Form DP-2: EBE Letter of Intent to Perform
 - Form DP-3: Monthly Employment Utilization Report (with Instructions)
 - Form DP-3a: Monthly EBE Utilization Report (with Instructions)
 - Promise of Non-Discrimination

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- EBE Assurance Statement
- Good Faith Efforts Checklist

Attachment C: Preliminary Phase 2 Schedule

Attachment D: Proposer’s Certification of Compliance with Iran Divestment Act

Attachment E: Form of Consulting Services Agreement

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

Exhibit A - Scope of Services

Exhibit B – Schedule of Services

Exhibit C – Cost of Services

Exhibit D – Insurance Requirements

Exhibit E – Equal Opportunity and Business Opportunity Program (BOP)

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1.0 PURPOSE OF REQUEST FOR PROPOSAL

The **Rochester Joint Schools Construction Board (“RJSCB” or the “Board”)** is seeking proposals from qualified professional firms, with expertise in various phases of design and construction of public school buildings and or public works, to act as a Commissioning Authority (“Consultant” or “CxA”) for the Rochester Schools Modernization Program (“RSMP”). The purpose of this role is to provide a single point-of-contact for all Commissioning Services and related coordination requirements that are part of the RSMP, to ensure contractor adherence to systems as specified by the Mechanical/Electrical/Plumbing (“MEP”) Engineers of Record, evaluation of system performance, confirmation of the sequence of operation, and monitoring of system and equipment start-ups, as more particularly described in this RFP (collectively, the “Services”).

The RSMP is governed by the RJSCB to modernize the Rochester City Schools. **This Request for Proposal (“RFP”) is specific to Phase 2 of the RSMP, in accordance with Chapter 533 of the Laws of New York enacted on December 17, 2014.** Although it is the intent of the RJSCB to award a contract for the Services to one firm, the RJSCB reserves the right to issue contracts to multiple service providers that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired. The Services being requested under this RFP are for only the projects in Phase 2 of the RSMP.

For Phase 2, the RJSCB intends to undertake 14 projects for the design, reconstruction, or rehabilitation of existing school buildings for their continued use as schools by the Rochester City School District (“RCSD”) (collectively, the “Phase 2 Projects”), which have been further defined as Phase 2a, Phase 2b, and Phase 2c plus a District Wide Technology (“DWT”) project at each of the Phase 2 school buildings.

NOTE: THE COMMISSIONING AUTHORITY SERVICES FOR THE MONROE HIGH SCHOOL (PART A) PROJECT HAVE ALREADY BEEN AWARDED. THIS RFP DOES NOT REQUEST SERVICES ASSOCIATED WITH THE MONROE HIGH SCHOOL (PART A) PROJECT.

Services included in this RFP are for all Phase 2 Projects (except for Monroe High School (Part A)), the DWT project, and all professional services, including but not limited to architects, construction managers, and all other consultants for which the RJSCB enters into a contract for Phase 2. At this time, the contracting plan for each of the Phase 2 Projects is based on a multiple Prime Contractor format with a General Construction, Mechanical, Electrical, and Plumbing Contractors. The RJSCB reserves the right to change this contracting plan as necessary.

The Phase 2 Master Plan, approved by the RCSD Board of Education, the City of Rochester (the “City”) and the RJSCB, submitted to the NYS Education Department (“NYSED”) and State Comptroller, includes the following schools in Phase 2, to which this RFP is specific:

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- **Monroe High School, “Part A” (This RFP does not address Commissioning associated with this project)**
- Virgil I. Grissom School No. 7
- John Walton Spencer School No. 16
- East High School
- Dr. Freddie Thomas Learning Center
- School Without Walls Commencement Academy
- Martin B. Anderson School, No. 1
- Monroe High School, “Part B”
- Edison Technology Campus
- Dag Hammerskjold School No. 6
- Dr. Walter Cooper Academy School No. 10
- George Mather Forbes School No. 4
- Clara Barton School No. 2
- The Flower City School No. 30/54
- District Wide Technology (DWT) 2a and 2b

Business Opportunity Program

The RJSCB recognizes the need to take action to ensure that Minority, Women-Owned, Disadvantaged and Small Business Enterprises (M/W/D/SBE’s) are given the opportunity to participate in contracts with the Board.

To help meet these objectives, the Business Opportunities Program (“BOP”) is designed to bring training, education and mentoring to eligible M/W/D/SB’s resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP’s initiative brings together two distinct services – (1) Mentor-Protégé supported by comprehensive training and (2) Community Outreach & Engagement, created specifically as a catalyst for driving economic diversity growth.

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

The Consultant shall be required to include a stipulated allowance of \$10,000 (see Fee Proposal Form) to compensate for the firm’s ‘key staff’ to provide periodic training/instruction/support activities related to the BOP initiative.

All Services will be provided in accordance with the governing laws, codes, rules, regulations, guidelines and standards of the State of New York, the NYSED, the City, RJSCB and the RCSD. The Services to be provided will include compliance with all due dates and deadlines, coordination with

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RCSD internal departments and outside consultants, as well as successful administration of work under the direction of the Program Manager Savin Engineers, P.C. (“PM”).

2.0 DISTRICT INFORMATION

The RCSD is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 700,000. The RCSD serves approximately 30,000 students in pre-Kindergarten through Grade 12. It operates approximately 50 buildings. The RCSD currently employs approximately 7,500 employees.

3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION

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

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

The Phase 2 Master Plan received approval from NSYED in the summer of 2016. In parallel to the Master Plan work, the RCSD authorized the RJSCB to begin design work on two “Early Start” Phase 2 projects: East High School and Monroe High School. Starting design work at these projects is critical in order to support the RCSD’s new program strategy and delivery model at East High School and to connect the Phase 1 and Phase 2 projects at Monroe High School. The students at Monroe High School are currently in swing space during implementation of Phase 1 project at Monroe. In addition, contracts for Architectural services for Schools No. 7 and No. 16 have been awarded, which will complete the “2a” group of projects. A building permit has been issued for Monroe High School “Part A” by NYSED and construction is expected to start in September 2016.

4.0 GENERAL SCOPE OF SERVICES

Commissioning Authority (“CxA”) Services are to be coordinated with the school design and construction schedule included herein. Additional responsibilities include but are not limited to the scope of work defined herein and the attached Consultant Form of Agreement included as part of this RFP. The Services to be provided will include compliance with RJSCB approved budget, compliance with all due dates and deadlines, coordination with 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.

The Consultant selected will provide services for Phase 2 of the RSMP for all schools identified herein. Consultation will begin during the design phase and continuing through construction phase, post-construction operations, and warranty period. Commissioning services provided will consist of

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work in the total or part(s) of an identified project as described in the Project Narrative of the Phase 2 Master Plan. **The Phase 2 Master Plan is available for review online at www.rcsdk12.org/rsmp.**

These services will be provided in collaboration with the design teams, the construction manager, and contractors. Commissioning services shall be implemented in phases as determined by the Program Manager and as necessary for the execution/completion of the work.

Professional fees for services should be based on providing commissioning authority services for thirteen (13) projects indicated in Phase 2 and be listed by school in the RFP response. The Board reserves the right when making its selection to assign all thirteen projects to one CxA or divide the work among multiple CxA firms.

Firms acting as an engineering consultant or Engineer of Record on any of the projects in Phase 2 of the RSMP are excluded from proposing on the commissioning services for that particular project.

4.1 DETAILED SCOPE OF SERVICES

4.1.1 WORK INCLUDED

- A. Commissioning requirements common to all Sections.
- B. Systems and equipment start-up and functional performance testing.
- C. Validation of proper and thorough installation of systems and equipment
- D. Equipment performance verification.
- E. Documentation of tests, procedures, and installations.
- F. Management of Record Construction Documentation

4.1.2 GENERAL DESCRIPTION

- A. Commissioning (Cx) is the process of ensuring that all building systems are installed and perform interactively according to the design intent; that systems are efficient and cost effective and meet the Owner’s operational needs; that the installation is adequately documented; and that the Operators are adequately trained. It serves as a tool to minimize post-occupancy operational problems. It establishes testing and communication protocols in an effort to advance the building systems from installation to full dynamic operation and optimization.
- B. Commissioning Authority (CxA) shall work with the Contractor(s) and the Design Engineer to direct and oversee the Cx process and perform functional performance testing (“FPT”).

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C. The Cx will be categorized into Phases as indicated below:

1. Pre-Construction Phase

A. Review and perform a commissioning-focused design review of MEP documents at SD, DD, and CD sub phases.

B. Review and comment on Design Intent and Basis of Design.

C. Provide a written report within 15 days affirming that: design will provide for interactivity of all MEP systems, provide maximum performance and cost efficiency, and meet the building's operational needs; and the systems as designed will meet the Design Intent.

D. Report to be delivered within 15 calendar days after completion of each design sub phase.

E. Provide the Commissioning Specification that identifies the scope of commissioning, and the respective responsibilities of the Owner, the Design Team, Contractor(s), and the CxA, and assist the Design Team to adopt and coordinate the Contract Documents to include commissioning requirements.

F. Develop a Commissioning Plan that identifies the participants, their qualifications, and procedures; identifies equipment and systems to be commissioned; establishes communication channels and protocols; sets forth a schedule for the entire commissioning process during design, construction, start-up and checkout; describes performance and testing verification; and describes necessary operator training.

G. Document all Design Phase Cx Meetings and distribute minutes as applicable.

2. Construction Phase: This is the period of time where the systems are installed, much of the commissioning documentation is developed, the systems are started, and the majority of the contractor required training is performed. On any given system or area, the Construction Phase will end when the CxA approves proceeding with the Functional Performance testing. Construction Phase Services include:

- Conduct Commissioning Team Kickoff Meeting, progress meetings, and issue commissioning minutes.
- Review and approve Contractor's commissioning conductor's qualifications.
- Review submittals and shop drawings for equipment and systems requiring commissioning.
- Develop pre-functional testing procedures, including start-up and checkout procedures and checklists.
- Review and comment on completeness and adequacy of Testing, Adjusting & Balancing ("TAB") Plan.
- Conduct periodic site inspections, and distribute inspection findings reports.
- Verify construction and installation of building systems, equipment and components, and document pre-functional testing, including start-up and checkout, is completed.
- Witness, document, and confirm or approve all of the following: HVAC pipe flushing and testing, and associated procedures; duct cleaning and testing, and associated procedures; testing and calibration of controls before testing, adjusting and balancing ("TAB").
- Develop FPT procedures and checklist.
- Maintain master log of deficiencies and resolutions.

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3. Acceptance Phase: This is the period of time where the systems will be functionally tested. The CxA will, among other things, confirm approved TAB reports, and verify minimum Acceptance Criteria as set forth below; witness, verify, document and approve FPT; address all deficiencies noted during functional performance testing; review and comment on completeness and adequacy of O&M manuals; oversee training of Owner’s personnel, and document verification of training for all commissioned systems as required; produce final Commissioning Report that will enable a comprehensive approach to maintenance and operations; provide statement of certification of work by CxA; verify, document and conduct off-season deferred testing; and verify, document and conduct Post Occupancy Review.

4. Warranty Phase: This is the period of time that coincides with the start and end of the Contractor’s base warranty.

5. This Section and other Sections of the specification detail the Contractor’s responsibilities relative to the Cx process.

4.1.3 SCOPE

A. This Section covers elements, requirements, procedures, and protocols common across all Divisions of the work. Requirements specific to individual Project Sections will be generally specified in the Project’s technical specifications.

B. The Cx scope of work includes the mechanical and controls for all of the systems installed or updated as part of this Program.

4.1.4 DOCUMENTATION

A. The CxA shall review the Contract Documents and recommend modifications necessary for coordination with the commissioning requirements and processes, which may include equipment submittals, operations and maintenance manuals, system readiness tests, and personnel training. The CxA shall provide Commissioning Specifications for inclusion in the Contract Documents, which will, among other things, define the Contractor’s responsibilities related to commissioning. The Commissioning Specifications will identify the systems to be commissioned and may include detailed checklists, test procedures, required test results and warranty requirements.

B. The Contractor shall provide to the CxA the following per the procedures specified herein and in other Sections of the Specifications:

1. Shop Drawings and Product Data: One hard copy of Shop Drawings and Product Data related to systems or equipment to be commissioned. CxA shall review and incorporate comments via the Design Engineer. After final approval, a record copy of the submittal (complete with all noted corrections) shall be submitted to the CxA in electronic format.

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2. Draft Start-Up Procedures: CxA will provide to the Contractor generic Start-up Checklists, the content of which must be reviewed by the Contractor and supplemented with manufacturer-specific requirements and the Contractor’s own internal quality assurance procedures and checks. The Contractor shall return the supplemented Start-up Procedures to the CxA to review and integrate into the project-specific Checklists. Final checklists will be forwarded to the Contractor to complete during the equipment start-ups.

3. Factory Test Reports: The Contractor shall provide any factory testing documentation or certified test reports required by the Specifications. These shall be provided prior to Acceptance Phase.

4. Schedule Updates: Issue periodic updates to the construction schedule. The Contractor shall use schedule to notify Cx team of scheduled start-up and training activities.

5. Action Item Response: Respond to Action Items to which Cx team members assign the Contractor responsibility. The response must be made in writing; an e-mail response to the CxA is acceptable.

6. Field Testing Agency Reports. Provide all documentation of work of independent testing agencies required by the specification. These shall be provided prior to Acceptance Phase.

7. Completed Start-Up Procedures: Completed Start-Up Procedure documentation for all applicable equipment and systems. CA will review prior to FPT.

8. Nameplate Data Documentation: Provide prior to the start of the Acceptance Phase.

9. Equipment Warrantees: Provide prior to the start of the Acceptance Phase.

10. O&M Manual Content: Provide O&M Documentation. Submit preliminary draft at least twenty calendar days prior to the beginning of the Acceptance Phase (as defined below).

C. Record Drawings: The Contractor shall maintain at the site an updated set of record or “As-Built” documents reflecting actual installed conditions and all approved changes and modifications to the Contract Documents. The Contractor shall provide access to the CxA to review the As-Built and Record Drawings.

4.1.5 COMMISSIONING SEQUENCING AND SCHEDULING

A. The Contractor shall provide a base project schedule to the CxA, which shows the Project completion date and construction milestones (including start and end dates) for the following items:

1. Submittals
2. O&Ms

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3. Training
4. Start-up activities
5. Testing, Adjusting & Balancing (“TAB”)

B. CxA will provide a more detailed schedule for Cx activities in Excel format for direction of Cx precedents, sequence, and task duration. The CxA’s Scheduler shall meet with the CxA and the Contractors to synthesize the Cx Schedule with the general construction process constraints and integrate the agreed upon process into the main construction schedule.

C. The Contractor shall completely install, thoroughly inspect, start-up, test, adjust, and balance systems and equipment. All activities shall be documented per specified procedures and progress tracked on the construction schedule. The Contractor shall notify A/E, Owner, Program Manager, and CxA in writing that systems are complete and ready for verification and FPT. Notification shall be accompanied by a schedule showing the coordinated start date and task duration and all currently open precedent requirements.

D. The Contractor shall notify CxA at least 14 days in advance of any tests, start-ups, or training. CxA shall witness selected tests and start-ups. Notification shall be accompanied by a schedule showing the coordinated start date and task duration and all currently open precedent requirements

4.1.6 START-UP PROCEDURES AND DOCUMENTATION

A. Purpose: The Cx process requires that the normal quality control processes involved with preparing systems and equipment for operation are performed to a high standard of care and are thoroughly documented. The required commissioning-related Start-Up Procedures involve nothing additional than that which would be done for any good installation. These procedures shall be performed on all installed systems and equipment and no sampling strategy is to be used for the start-up process. The Cx process requires all Parties to collaborate to establish the optimal standard of care for starting systems and equipment. After the procedures are established, the Contractor performs them and documents them with the Start-up Procedures that are developed by the joint effort of the Contractor and the CxA.

B. Content of Start-Up Procedures: Start-Up Procedures shall generally include the following for each item of equipment or system (as applicable):

1. Project-specific designation, location and service.
2. Indication of the Party performing and documenting the Start-Up Procedure.
3. Clear explanation of the inspection, test, measurement, and outcome with a Pass/Fail indication and a record of measure parameters.

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4. Include a checklist item indicating that all O&M instructions, Warranties, and Record Documents have been completed and submitted.
 5. Include a Start-up Checklist item indicating that proper maintenance clearances have been maintained.
 6. Include a Start-up Checklist item indicating that special tools and/or spare tools required for normal operation and maintenance were turned over to the Owner.
 7. Include Start-up Checklist item indicating that all required dependent or prerequisite equipment and systems were previously started successfully.
- C. Documentation Completion: The individual executing the start up must complete the start up and pre-functional documentation for any given equipment and acknowledge acceptability with the indication of who did the associated task. As approved by the CxA, in some cases the subcontractor as opposed to the manufacturer’s start up technician may complete the pre-functional documentation. All start-up forms must be completed and turned in to the CxA prior to the Acceptance Phase.
- D. Sampling and Final Submission: All (100% of) systems are started and documented per the approved procedures and NO sampling strategy is used. Completed Start-up and prefunctional checklists for all pieces of equipment shall be submitted to CxA prior to any associated functional performance testing. Any outstanding item shall be clearly indicated and an associated Action Item must be entered to track resolution.
- E. Owner Access: The Contractor shall allow access by Owner representatives to inspect the equipment and ensure its proper operation. Owner will be allowed to affix service tags to equipment to track the proper maintenance.

4.1.7 FUNCTIONAL PERFORMANCE TESTING (FPT)

- A. The objective of FPT is to demonstrate that each system is operating according to the documented Design Intent Document and Contract Documents. FPT facilitates bringing the systems from a state of Substantial Completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.
- B. Development of Test Procedures. CxA shall develop specific test procedures and forms to verify and document proper operation of each piece of equipment and system. Prior to execution, the CxA shall provide a copy of the test procedures to the Contractor who shall review the tests for feasibility, safety, equipment and warranty protection, and scope.
- C. Scheduling: After Contractors notification that systems are ready for testing and submittal and

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review of all the required submittals has occurred, CxA shall schedule the testing. Execution of the scheduled tests by the CxA is subject to the verification that all of the prerequisites for FPTs have been met. To the extent practical, tests shall be scheduled to allow efficient and contiguous testing of inter-related systems and equipment.

D. Phasing: Non-interdependent segments of the Project testing can be phased. Phasing of this Project is described below

1. The functional performance testing will generally proceed from the main utility systems to the terminal equipment. For the mechanical systems, the Campus utility connections will be tested first, followed by the hydronic systems, main air handlers, and terminal devices. For the electrical systems, the testing will flow from the main feeders, through distribution, to panel level devices.

2. Integrated Systems testing (Fire/HVAC integration, Blackout testing, etc.) will follow only after all of the preliminary system FPTs are satisfactorily completed.

E. Participation: CxA will direct and conduct FPTs after Start-Up Procedure documentation of systems and equipment has been reviewed and accepted. Conceptual procedures for the functional performance testing are outlined elsewhere in this Section. CxA will execute the FPTs unless otherwise specified. The Contractor shall assist with manipulation of the systems or equipment, provision of supporting equipment or materials (lifts, ladders, specialty test equipment, safety equipment), and on-the-spot remediation of minor identified deficiencies whenever possible. Contractor support shall be at the direction of the CxA as follows:

1. The CxA will request the Contractor support in a minimum of 4-hour increments. The Contractors must supply a qualified technician or trade contractor, skilled in the respective area of systems testing, to work with the CxA.

2. No Party involved with the Project is prohibited from participation in or witnessing of any tests. Any Contractor may elect to witness all tests on their systems even if their involvement is not directly requested by the CxA.

3. CxA will endeavor to coordinate effectively with the individual Contractors throughout FPT and minimize their required involvement.

4. The Contractor assumes responsibility for damage to systems conducted in accordance with the approved procedures.

F. Detailed Test Procedures and Contractor Review: The CxA will prepare detailed and itemized testing procedures to define and document the FPT. These will be developed during the Construction Phase and completed during the Acceptance Phase. The CxA shall submit these procedures to the Contractor for review. The Contractor shall indicate all required limitations, safety procedures, maximum

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thresholds, and any other parameters during the FPT development. The Contractor shall be responsible for any damage to the equipment caused by functional performance testing done per the procedures and within the limitations of the approved procedures.

G. Completeness: All systems must be completed and ready for FPT. All start up, factory authorized field testing, independent testing agency tests, and TAB procedures must be complete and the control systems must be tested and started for the respective system or component.

H. Test Documentation: CxA will conduct tests, and/or witness tests as applicable. CxA will record all test results on the forms developed for the testing. CxA will “Pass” or “Fail” the testing and record the date and time of the test. Deficiencies shall clearly be indicated when a test is failed. When all related testing is completed successfully, CxA shall recommend acceptance of the system or component.

I. Deficiencies and Re-Testing: When deficiencies are identified during testing, depending on their extent or magnitude, they can be corrected during the test and the testing can continue to successful completion. More significant deficiencies will require failure of the test and re-testing. Deficiencies of this magnitude will result in an Action Item on the Action List. The resolution of the deficiency will then subsequently be tracked by the CxA via the Action List. All tests shall be repeated until successful completion. Refer to more specific provisions below.

J. Opposite Season Testing: Testing procedures shall be repeated and/or conducted as necessary during appropriate seasons. Opposite Season testing will be required where scheduling prohibits thorough testing in all modes of operation. Air handler and central heating system testing for heating-related modes of operation and control loops shall be tested during outside air temperatures below 30°F. All contractors must be available to participate in off-season testing, at the request of the CxA.

K. Approval. The CxA passes each test and subsequently recommends approval to who reviews and accepts the FPT.

4.1.8 COORDINATION BETWEEN TESTING PARTIES

A. Factory Start-Ups: For many systems and equipment, Factory Start-Ups are specified. These Factory Start-Ups will be reviewed and checked during functional performance testing. All costs associated with the Factory Start-Ups are included with the Contractor’s bid unless otherwise noted. In general, the Contractor shall make notification of when Factory Start-Ups are occurring and coordinate these with witnessing Parties. The CxA and Cx team members may witness Factory Start-Ups at their discretion. Aspects of functional performance testing accomplished during the Factory Start-Ups may be accomplished and approved by the CxA if they meet the intent of the FPT.

B. Independent Testing Agencies: For systems where Independent Testing Agencies are specified, the cost of this testing is included with the Contractor’s bid unless otherwise noted. Much of the testing performed by these independent agencies will cover aspects required in the Start-Up Procedures and

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FPTs.

1. The Contractor and Independent Testing Agencies shall coordinate with the CxA so that the CxA can witness the testing and approve the applicable aspects of the FPTs.
2. The CxA may in some cases independently spot-check work of the Independent Testing Agencies if the tests were not witnessed. However, it is not the intent for the CxA to re-accomplish testing by others that is specified in the Construction Documents. For instance, much of the testing requirements for the electrical systems will be performed by the independent electrical testing agency provided under the bid. The CxA shall witness the indicated sample of the testing and record the results in the record of FPTs.
3. The Contractor is responsible for coordinating the efforts of the Independent Testing Agencies with that of the Cx process. Documentation shall be contiguous and seamless and duplication should be avoided. Independent Testing Agencies shall complete the documentation of the Cx process as required.

4.1.9 FPT ACCEPTANCE CRITERIA

A. The Acceptance Criteria shall be as follows unless more specifically indicated within individual tests. CxA may exercise professional judgment to relax requirements and pass tests and recommend approval when appropriate.

1. Capacity and/or equipment performance will generally be as specified $\pm 5\%$.
2. Efficiency where specifically indicated in the documents will be $\pm 5\%$. When inferred from manufacturer's catalogue data, criteria will be $\pm 10\%$.
3. Balancing-related criteria will be $\pm 5\%$ for water and $\pm 10\%$ for air.
4. Accuracy/repeatability on sensing devices will be as specified for the device. CxA and TAB will use calibrated gages for independent validation and use judgment in passing or failing the devices. In many cases, the coordination of multiple related sensors is more important than absolute accuracy.
5. HVAC sequence-related criteria will be as explicitly specified in the documents and as interpreted by the CxA. Code required sequencing shall be per the applicable code.
6. System sequences shall be as required by the approved shop drawings.
7. Indoor Environmental Parameters (T, RH, CO₂, VOC): Shall be as indicated in the Basis of Design document. Otherwise, as recommended in the most current version of the ASHRAE Handbooks for the applicable occupancy.

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8. Air Pressurization: As indicated in the Basis of Design document. Otherwise, as indicated in the most current version of the ASHRAE Handbooks for the applicable occupancy. Inter-system interfaces and coordination: as specified and generally to ensure safe, reliable, and robust operation.
9. Collection and review of DWT test results documentation in collaboration with Millennium Strategies.
10. Determination of Clean Power quality and TVSS performance.
11. Performance of DWT provided switches and contacts for building control systems.
12. Verification of occupant complaints within the first 3 (or 6) months of building occupancy.

4.1.10 DEFICIENCIES IDENTIFIED DURING FUNCTIONAL TESTING

A. Non-Conformance. Non-conformance deficiencies identified during Functional Performance Testing shall be resolved as follows:

1. The CxA will record the results of the FPTs in the project database. All deficiencies or non-conformance issues shall be noted as Action Items and reported to the Owner and CM.
2. Corrections of identified minor deficiencies may be made during the tests at the discretion of the CxA. In such cases the deficiency and associated resolution will be documented in the database.
3. Every effort will be made by the CxA to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures.
4. As tests progress and a deficiency is identified, the CxA will discuss the issue with the executing Contractor.

B. When there is no dispute on the deficiency and the Contractor accepts responsibility to correct it:

1. The CxA shall document the deficiency along with the Contractor's response and intentions, and they go on to another test or sequence. A copy/email of the deficiency shall be generated and provided to the Contractor and CxA. The Contractor corrects the deficiency, completes the Action Item response certifying that the issue is resolved and/or the equipment is ready to be retested, and sends it back to the CxA.
2. The CxA reschedules the test and the test is repeated.

C. If there is a dispute about a deficiency, regarding whether it is a deficiency and/or who is

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responsible:

1. The deficiency shall be documented as an Action Item with the Contractor’s response and the CM will be notified. The CM will track this issue under the Construction Document dispute resolution provisions.

2. Final interpretive authority is with the A/E. Final acceptance authority is with the Owner.

3. The CxA documents the resolution to the Action Item.

4. Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency, and responds to the Action Item indicating completion. The CxA reschedules the test and the test is repeated until satisfactory performance is achieved. The CxA then closes the Action Item.

D. Cost of Retesting: The cost for the CxA to retest a Start-up or FPT shall be paid by the Contractor responsible for the deficiency.

E. Failure Due to Manufacturer’s Defects. If 10% or three, whichever is greater, of identical pieces of equipment fail to perform to the requirements of the Contract Documents (mechanically or substantively) due to manufacturing defect, all identical units may be considered unacceptable by the Owner. (For the purposes of defining ‘identical equipment’ for this Section, size or capacity alone does not constitute a difference.) In case of failure due to manufacturer’s defects, the Contractor shall provide the Owner with the following:

1. Manufacturer’s response in writing as to the cause of the failure and proposed resolution.

2. Manufacturer shall implement its proposed resolution on a representative sample of the product.

3. The Owner will determine whether a replacement of all identical units or a repair is acceptable.

4. Upon acceptance, the manufacturer shall replace or repair all identical items at its expense and shall extend the warranty accordingly (if the original equipment warranty had begun).

5. Manufacturer or the Contractor shall pay the costs of all retesting necessitated by the failure.

4.1.11 INSTRUMENTATION

A. General: All testing equipment used in the Cx process shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. All equipment shall be calibrated according to the manufacturer’s recommended intervals. Calibration tags shall be affixed or certificates readily available.

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B. Standard Testing Instrumentation: Standard testing instrumentation normally used for performance assessment and diagnosis will be provided by the CxA.

C. Special Tools: Special equipment, tools and instruments (only available from a vendor, and specific to a piece of equipment) that are required for testing equipment in accordance with the Contract Documents shall be included in the base bid price to the Contractor and left on site for the Owner.

4.1.12 START-UP STANDARD OF CARE

A. Procedures that establish a minimum Standard-of-Care for the start-up, check out and testing of applicable equipment are specified generically below, in the individual technical specifications, and in the manufacturer’s start-up requirements. The Contractor shall apply this Standard-of-Care and document per the Cx requirements.

B. Procedures Common to All Systems

1. Checkout shall proceed from devices to the components to the systems.
2. Verify labeling is affixed per spec and visible
3. Verify prerequisite procedures are done.
4. Inspect for damage and ensure none is present.
5. Verify system is applied per the manufacturer’s recommendations
6. Verify system has been started up per the manufacturer’s recommendations
7. Verify that access is provided for inspection, operation and repair
8. Verify that access is provided for replacement of the equipment
9. Verify the record drawings, submittal data and O&M documentation accurately reflect the installed systems
10. Verify all gages and test ports are provided as required by contract documents and manufacturer’s recommendations
11. Verify all recorded nameplate data is accurate
12. Verify installation is done to ensure safe operation and maintenance.

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13. Verify specified replacement material/attic stock has been provided as required by the Construction Documents

14. Verify all rotating parts are properly lubricated

15. Verify all monitoring and ensure all alarms are active and set per Owner's requirements

16. Complete all nameplate data and confirm ratings conform with the Contract Documents

C. Procedures required for the prefunctional checkout of the building automation system are detailed below.

4.1.13 FUNCTIONAL PERFORMANCE TEST EXECUTION

A. FPT procedures are specified herein. The Contractor shall participate in the approval of the testing procedures, as well as participate as required in the FPT support as indicated herein.

4.1.14 PREREQUISITES

A. All equipment, components, and devices applicable to the FPT must be started and the Start-Up must be documented and passed. This includes completion of Start-Up Procedures, pressure testing of equipment, duct, piping; flushing/cleaning of applicable systems; completed labeling and identification; completed insulation of applicable systems; and all other requirements in the Contract Documents for placing system into dynamic operation.

B. Unless specifically agreed to by the Owner and CxA, all support systems shall be complete prior to FPT. For instance, an air handler will require that:

1. The electrical system serving it is completed and tested;

2. The hydronic systems serving it have been pressure tested, flushed, and functional performance tested;

3. Balancing has been accomplished on the air and water sides;

4. The control systems have been started and calibrated.

C. The CxA shall determine the optimal sequence of testing.

4.1.15 FUNCTIONAL TESTING PROCESS

A. Functional Performance Testing on any given system shall generally begin with testing device level

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elements. It progresses to component level, then to system level, then inter-system level, and finally to building level.

B. Functional Performance Testing of systems shall generally proceed from the utilities to the central systems, to the distribution systems, to the zone terminal units and services. The CxA shall plan this process and communicate it through the Cx schedule. The CxA shall reflect that process in the Construction Schedule. Subcontractors shall perform work in accordance with the schedule.

4.1.16 COMMON ELEMENTS FOR ALL SYSTEMS

A. Required submittal documentation shall be present and located convenient to testing area. Validate that all required documentation has been submitted and is per the contract requirements.

B. The Contractor shall provide the completed Start-Up Procedures at the time of testing. The CxA shall review the Start-Up Procedure documentation and spot-check at the beginning of FPT.

C. The Contractor shall demonstrate that access is sufficient to perform required maintenance.

D. Building Automation System (“BAS”) trends shall have been established as required in the Contract Documents. These shall generally be reviewed prior to or during FPT.

E. All dynamic systems powered by electricity shall be tested to simulate a power outage to ensure proper sequencing. Those on emergency power or uninterruptible power shall be tested on all sources.

F. Capacities and adjusted/balanced conditions as applicable shall be subject to check.

G. Sequencing Verification: All modes of operation and actions shall be verified for equipment/system samples.

H. System and equipment configurations shall be compared against the Contract Documents.

I. Verify functions (such as heating and cooling) are coordinated and do not overlap or ‘fight’.

J. All adjusted, balanced, controlled systems shall be assessed to determine the optimal setting for the system as applicable. The optimal settings should be determined to establish reliable, efficient, safe and stable operation.

K. BAS or Local Panel Dynamic Graphics: The graphic displays for all components, systems, and areas required to be represented by a graphic shall be checked for adequacy and accuracy. Furthermore, when set points or other parameters are required to be adjustable, the CxA shall verify that they can be adjusted directly from the graphic screen.

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L. Emergency power tests for mechanical systems will be conducted in concert with the testing of the emergency power systems. The Mechanical Contractor shall be available for the power outage test to test mechanical systems under a power outage. This is in addition to the requirements specified for the mechanical system.

M. Where system and zones are designed for various modes of operations and are indicated as such in the Contract Documents, test representative systems in all modes of operation. This includes:

1. Seasonal Modes
2. Sequencing Modes
3. Emergency Modes

4.1.17 CONTRACTOR PARTICIPATION IN FPTs

A. Each category of support is to be provided by the Contractor responsible for the installation of the system (e.g., the fire alarm support is to be provided by the FAC). Additional time required by the Contractor due to incompleteness of the system, failure of tests, or failure of sampling criteria shall be at the Contractor’s expense, with no additional costs to the Owner.*

1. Mechanical (HVAC) FPT Support
2. Building Automation System FPT Support
3. Electrical FPT Support
4. Fire Alarm FPT Support
5. TAB FPT Support

4.1.18 ACTION LIST

A. The CxA shall maintain an Action List, tracking Action Items (required information, identified deficiencies, work required, etc.) that relate to Cx. Each item shall be tracked with the initiator, the parties responsible, due date, the date of closure, and a description of the resolution. Each item shall be categorized for sorting and tracking and for documentation on applicable forms.

B. The CxA will disseminate this list as appropriate to keep all parties informed.

C. All parties indicated as responsible for an action item shall respond in writing. Responsible parties may respond by email or through the Project Portal.

D. The originator of an Action Item shall close it and record the resolution, including entering the date on which it was addressed.

* The term “Owner” means the Rochester Joint Schools Construction Board (RJSCB) and/or its Program

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Manager, Savin/Gilbane.

5.0 PROPOSAL REQUIREMENTS:

The following requirements must be met by those submitting a proposal:

5.1 General. Provide proof that the firm is duly licensed or registered to perform the Services in the State of New York. Proof shall include federal, state and local certifications, as applicable, for personnel employed on this project.

5.2 Cost Proposal. The following shall be provided in the Proposal:

- Hourly rates for all required personnel.
- A detailed listing and estimated costs associated with any anticipated equipment, disposables, and reimbursable expenses.
- An overall estimate for the total cost of providing the Services for Phase 2 of the RSMP, taking into account the schedule for rendering services as shown in Attachment C. The Consultant will then bill the RJSCB on an hourly basis every month and the overall estimate will be a not-to-exceed number.

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

Each proposer must include in its proposal its acknowledgment and acceptance that Services not listed in the “Scope of Services” may be required during the effective duration of the agreement.

5.3 Billing Procedures. The following billing procedures shall be acknowledged in the proposal:

- The Consultant, including but not limited to personnel and sub-consultants, will bill on an hourly basis up to the not-to-exceed number as set forth in the proposal.
- The Consultant shall submit invoices on a monthly basis, with the invoice indicating the job name, with the name, number, and dates of Services performed, and shall include Diversity Plan DP-3 and DP-3a forms.

5.4 Reimbursables. It shall be acknowledged in the proposal that mileage expenses for local travel to locations within the City of Rochester are non-reimbursable

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expenses. Expenses for authorized out-of-town travel for RJSCB business are billable reimbursable expenses.

6.0 RECORDS AND REPORTS

General information to be provided for all reports generated includes the following:

- Project name and number
- Date of inspection
- Type of equipment of system being inspected
- Name of technician or inspector
- Reference to applicable standard or project specification
- Summary of observations, results, and recommendations

7.0 DISTRIBUTION OF REPORTS

The Consultant shall submit reports to the Program Manager and the Construction Manager on behalf of the RJSCB within 24 hours of inspection.

8.0 COMMUNICATION

The Consultant shall notify the Program Manager, the Construction Manager, and the Architect of Record on behalf of the Owner by telephone and via e-mail of non-compliant system, equipment, or operation.

9.0 OWNER RESPONSIBILITIES

The Owner will provide the Consultant with all documentation necessary to determine the system configuration and operational design requirements.

10.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall cooperate with the Consultant to ensure that a thorough, cost-effective Commissioning program is executed within the program schedule timeline.

11.0 RFP REVIEW CRITERIA

The written responses to the following points shall be used as criteria for developing a list of firms that will be invited for interviews prior to final selection by the RJSCB. Please specifically identify the following for consideration that relate to the project(s) for which the firm is submitting a fee proposal(s):

1. Relevant Commissioning Authority service experience in K-12 school work over the past 10 years.

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2. Experience on previous New York State Education Department (SED) projects with comparable commissioning scope, budget, size and schedule.
3. Experience in K-12 school work in the upstate New York state area.
4. Location of business operations for team members in the greater Rochester area.
5. If partnering with another firm or consultant, whether the team members have worked together on previous projects.
6. Specific team members assigned to the project along with their professional background, experience and qualifications.
7. Owner references received on behalf of the firm, as well as, for the individual project team members.
8. Ability to meet the goals set forth in the Phase 2 Diversity Plan.

Experience, with regard to service performance, should be commented on in the proposal:

- Demonstration of experience working with user groups.
- Flexibility to the Owner’s changes.
- Adherence to the project Schedule.
- Coordination with the Project Management Team.
- Any previous assistance to design teams, and/or the RSCD’s school administrative staff or Facilities department, in answering questions related to scope, system operations, and sequence of operations, training, and logistics associated with commissioning operations and procedures.

The RJSCB, with its Program Manager (Savin Engineers, P.C.), will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which Consultant can provide the most effective Services and have the most experience and ability to provide the required Services listed herein. **Minority-Owned and Women-Owned firms are encouraged to respond. See the RJSCB’s Equal Opportunity statement in Section 16 of this RFP.** Contracts will be negotiated with the successful firms after approval of award by the RJSCB, and the RJSCB will use the form Consulting Services Agreement (Attachment E) to contract with the successful proposer(s).

12.0 SUBMITTAL REQUIREMENTS/RESPONDING TO THE RFP

12.1 Submission. Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the RJSCB located at 1776 North Clinton Avenue, Rochester, NY 14621; Attention: Mr. Thomas Renauto, Executive Director, no later than Noon on **September 27, 2016.**

12.1.1 The RJSCB reserves the right to award to multiple firms at the recommendation of the Program Manager. All of the Services described in the Scope of Services shall be required of the selected and assigned

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firm(s).

12.1.2 Hourly rates for Services should be submitted on the enclosed form.
(See Fee Submittal Form, Attachment 'A')

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

The Consultant shall be authorized by authorities having jurisdiction to operate in the State of New York.

Consultant shall submit resumes of personnel with the bid proposal and shall identify personnel's certifications/license.

Each submittal shall include a Statement of Proposer's Qualifications in the form provided in this RFP on the stationary of the proposing firm. **The statement shall bear the signature and title of an authorized representative of the Proposer.**

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

- Name of Proposer.
- Permanent Main Office Address.
- Date of Organization.
- Legal form of ownership. If a corporation, date of incorporation.
- The number of years engaged services provided under the present business name?
- Experience in work similar in scope of services and in importance to the Services described in this RFP.
- List not less than three (3) client references for whom services similar to this Request for Proposal are currently, or have previously been provided. Include for each client:
 - Name of Organization
 - Appropriate gross cost of agreement
 - Date services started
 - Services being provided
 - Responsible official, address and telephone number of person available as a reference.
- If the firm failed to complete any work awarded, an explanation of where and why.

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- If the firm ever defaulted on a contract an explanation of where and why.
- A description of any pending litigation or other factors that could affect the bidding organization’s ability to perform this agreement.
- Names, titles, reporting relationships, and background and experience of the principal members of the bidding organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB.
- Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.

12.3 Sample Reports. Examples/samples of the firm’s test procedures and reporting deliverables, including discrepancy reports, should be included in the RFP.

12.4 Fee Proposal. Refer to Exhibit C.

12.5 Preparation Costs. All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the proposer.

12.6 Proprietary Information: Careful consideration should be given before confidential information is submitted to RJSCB as part of a proposal. The New York State Freedom of Information Law, as set forth in Public Officers Law, Article 6, mandates public access to government records. Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, at the time of the submission of the materials, setting forth the reasons why the information should be excepted. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: “THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW”. RJSCB, however, cannot guarantee the confidentiality of any information submitted.

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

13.0 INSURANCE REQUIREMENTS

12.1 Insurance Policies: The Consulting Services Agreement (see Attachment E) will have the

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following insurance requirements. All respondents to this RFP are presumed to be able to meet these requirements:

Commercial General Liability Limits

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

Business Automobile: \$1 million per accident

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

Workers’ Compensation: Statutory amount

Employer’s Liability: \$ 500,000

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

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) days’ written notice of cancellation is required. Selected firms are responsible for the payment of all insurance premiums.

All liability policies (excluding workers compensation and professional) shall also include the following as additional insured on a primary and non-contributory basis: The Architect of Record (“Project Architect”); Construction Manager; Rochester Joint Schools Construction Board (“RJSCB”); the City of Rochester (“City”); the Rochester City School District (“RCSD”); Savin Engineers, P.C.; Gilbane Building Company; the County of Monroe Industrial Development Agency (“COMIDA” or another capital bonding agency to be named by RJSCB); and U.S. Bank National Association (or another Trustee to be named by the RJSCB). All liability policies (excluding the professional liability policy) shall contain a waiver of subrogation in favor of the Project Architect; Construction Manager; RJSCB; the City; the RCSD; Savin Engineers, P.C.; Gilbane Building Company; COMIDA (or another capital bonding agency to be named by RJSCB); and U.S. Bank National Association (or another Trustee to be named by the RJSCB). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements (including form CG2010 1185 or equivalent) must be attached to the certificate. All policies shall

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include a 30 day notice of cancellation to the RJSCB by registered or certified mail, return receipt requested. Copies of all other endorsements to be attached to the certificate.

Indemnification & Hold Harmless: The selected firm will be required to indemnify, defend and save harmless the Project Architect, the Construction Manager, the RJSCB, the City, the RCSD, Savin Engineers P.C., Gilbane Building Company, COMIDA (or another capital bonding agency to be named by RJSCB), and their officers, agents, and employees as set forth in the indemnity provision in the Form of Consulting Services Agreement, attached as Attachment E.

14.0 INTERVIEW/SELECTION PROCESS

Proposals will be reviewed, evaluated, and scored by a panel composed of RSMP and RJSCB staff, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time and location. It is anticipated that firms will be notified by **5:00 p.m. on October 4, 2016** regarding interviews, which are **anticipated for the week of October 10, 2016**.

After the interviews have taken place, the firm(s) will be contacted regarding contract execution. Final selection of the firm(s) is expected to occur at a meeting of the RJSCB on **October 17, 2016**.

15.0 QUESTIONS

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

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to Mr. Thomas Renauto at trenauto@aol.com by the **Noon on September 20, 2016**. Submitted questions and answers will be provided to all solicited firms via email by Addendum by **5pm on September 22, 2016**, barring any unforeseen circumstances.

16.0 EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP)

EQUAL OPPORTUNITY

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

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the RJSCB.

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

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

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

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

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

- Minority-Owned Business entities shall participate in a minimum of 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

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

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

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

BUSINESS OPPORTUNITY PROGRAM (BOP)

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

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

17.0 PROCUREMENT PROCESS

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

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

APPENDIX A

CERTIFICATION OF NON-COLLUSION IN BIDDING

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

*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

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

Background:

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

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

Instructions:

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

**Request for Proposals:
Commissioning Services – Phase 2**

APPENDIX C

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

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

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

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

BY: _____ DATED: _____, 20 _____
(Signature)_

**Request for Proposals:
Commissioning Services – Phase 2**

APPENDIX D

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

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement 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 of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

**Request for Proposals:
Commissioning Services – Phase 2**

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____

**Request for Proposals:
Commissioning Services – Phase 2**

ATTACHMENT A

FEE SUBMITTAL FORM

TOTAL NOT TO EXCEED PRICE PROPOSAL FOR THE ROCHESTER SCHOOLS MODERNIZATION,
CONSULTANT SERVICES _____.

TOTAL WRITTEN VALUE: _____ (DOLLARS)

Fee Breakdown by Project

Phase 2a Schools	Fee (\$)
Virgil I. Grissom School No. 7	
John Walton Spencer School No. 16	
East High School	
Dr. Freddie Thomas Learning Center	
School Without Walls Commencement Academy	
Martin B. Anderson School, No. 1	
Monroe High School, "Part B"	
Edison Technology Campus	
Dag Hammarskjold School No. 6	
Dr. Walter Cooper Academy School No. 10	
George Mather Forbes School No. 4	
Clara Barton School No. 2	
The Flower City School No. 30/54	
DWT 2a and DWT2b	
Total	

Acknowledgement of allowance of \$10,000 for participation in the Business Opportunities Program as described in the RFP.

**Request for Proposals:
Commissioning Services – Phase 2**

_____ Authorized Signature

Hourly Rates

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

ATTACHMENT B

DIVERSITY PROGRAM (“DP”) FORMS

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1. DP -1: SCHEDULE OF EBE PARTICIPATION

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

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

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

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

4. DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT

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

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

6. DP – 3: MONTHLY EBE UTILIZATION REPORT

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

7. PROMISE OF NON-DISCRIMINATION

8. EBE ASSURANCE STATEMENT

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

9. GOOD FAITH EFFORTS CHECKLIST

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

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

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

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

RSMP PROJECT: _____

PARTICIPANT: _____

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

_____ sole proprietorship (individual)

_____ a partnership

_____ a corporation

_____ a joint venture

Detailed description of work items to be performed by EBE:

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

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

_____ Disadvantaged Business Enterprise

_____ Minority-Owned Business Enterprise

_____ Small Business Enterprise

_____ Women-Owned Business Enterprise

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

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

By: _____

Printed Name: _____

Title: _____

Date: _____

This EBE is currently certified as a MBE, WBE, DBE or SBE in the above-indicated performance category. **As evidence of this fact, attached is a certification letter from the appropriate certifying authority confirming the current MBE, WBE, DBE or SBE status and the applicable performance category. Failure to include said certification letter(s) to the satisfaction of the CONSULTANT 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 CONSULTANT for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the CONSULTANT and award and execution of a contract with RJSCB to the bidder.

**Request for Proposals:
Commissioning Services – Phase 2**

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

CONSULTANT 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; e.g. JUL 2016. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting Contractor Name/Address/Phone No./Fax No.:* Name/address/phone/fax of reporting entity.
- 4a. *Reporting Contractor is a ()1st Tier -or- ()Lower Tier Contractor:* The reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* Only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1st Tier Project contract. If you are a 1st 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.; i.e. $(6a.F/(6a.M+6a.F))$

**Request for Proposals:
Commissioning Services – Phase 2**

(8. cont'd) 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 form has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
13. *Date Signed:* Date of signature.
14. *Page:* Indicate page number and total number of pages submitted. Attached as many pages as necessary.

**Request for Proposals:
Commissioning Services – Phase 2**

MONTHLY EMPLOYMENT UTILIZATION REPORT – DP3-RSMP										ROCHESTER SCHOOLS MODERNIZATION PROGRAM									
1. Project:										2. Reporting Period (MMM / YYYY) _____ / _____									
3. Reporting contractor Name / Address / Phone No. / Fax No.										4a. Reporting contractor is a () 1st Tier - or - () Lower Tier contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:									
Diversity Goals: Minority – 22% Women – 8%																			
5.	POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black not of Hispanic Origin (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total Number of Employees		10. Total Number of Minority Employees		
			M	F	M	F	M	F	M	F	M	F			M	F	M	F	
Grand Total																			
Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted Project site during the above noted month.																			
11. Reporting Company Official's Printed Name and Title _____										12. Reporting Company Official's Signature _____				13. Date Signed ___/___/___		14. Page ___ of ___			

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

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

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

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

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

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

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

_____/_____
Month Year

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

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

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

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

Contractor \ Vendor Representative Signature

PROMISE OF NON-DISCRIMINATION (DP-3)

KNOW ALL MEN BY THESE PRESENTS, that I/we,

Name of bidder/proposer) _____, (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, as made and set forth in this Section 00 43 31, 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.

By: _____
(Signature)

Date: _____, 20_____

Name: _____
(Print name)

Title: _____
(Print title)

**Request for Proposal
Commissioning Services – Phase 2**

EBE ASSURANCE STATEMENT

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

Subject Proposal for _____

The undersigned bidder, having submitted a proposal for the referenced project, if awarded the Contract, agrees that the EBE Utilization Plan (DP-1) submitted with the bid or as thereafter modified and approved by the CONSULTANT 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 statement should be submitted on bidder's letterhead and must signed by bidder.**

**Request for Proposal
Commissioning Services – Phase 2**

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.

**Request for Proposal
Commissioning Services – Phase 2**

(GOOD FAITH EFFORTS CHECKLIST continued)

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

**Request for Proposal
Commissioning Services – Phase 2**

(GOOD FAITH EFFORTS CHECKLIST continued)

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

ATTACHMENT C

PRELIMINARY PHASE 2 SCHEDULE

Project Name	Design Schedule	Construction Start	Construction Complete
School 7	2016	2017	2018
School 16	2016	2017	2018
East High School	2015	2017	2020
Freddie Thomas	2016	summer 2017/2018	summer 2017/2018
School Without Walls	2016	2017	2018
Monroe High School (Part B)	2016	2017	2019
Edison Technology	2016	2017	2019
School 6	2017	2018	2020
School 10	2017	2018	2020
School 4	2017	2018	2020
School 2	2017	2018	2020
School 30/54	2018	2020	2021
DWT 2a and 2b	2016/2017	2016	2021

ATTACHMENT D

**PROPOSER’S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

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

[Please Check One]

PROPOSER’S CERTIFICATION

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

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

Dated: _____, 20__

SIGNATURE

PRINTED NAME

TITLE

FULL BUSINESS NAME

Sworn to before me this

_____ day of _____, 20__

Notary Public

ATTACHMENT E

COMMISSIONING SERVICES FORM OF AGREEMENT

THIS AGREEMENT, also referred to as Contract, made as of the MM/DD/YYYY, by and between the Rochester Joint Schools Construction Board, having its principal office and place of business at 1776 North Clinton Avenue, Rochester, New York 14621 (hereinafter the “**Board**”) and

[CONSULTANT]

Having its principal office and place of business at:

(hereinafter the “Commissioning Authority” or “CxA”)

WHEREAS, the Board is authorized to have constructed the following project(s) for the Rochester City School District (hereinafter the “RCSD” or the “Owner”) at the

SED#
Rochester City School District

and

WHEREAS, the Board has retained Savin Engineers, P.C. (hereinafter the "Program Manager") to act on its behalf to manage the Rochester School Modernization Program (“RSMP”); and

WHEREAS, the Board desires to have the Project(s) constructed in as expeditious and efficient a manner as possible; and

WHEREAS, the Board has determined that such results can be accomplished most effectively by retaining the services of a Commissioning Authority to work with the Program Manager, its Project Consultant(s), and the Contractor(s) for the Project(s), so that the Project(s) may be completed and ready for use at the earliest practicable date; and

WHEREAS, the CxA is ready, willing, and able to perform such services and represents that it is qualified in all respects to do so and that its officers and employees possess the knowledge, experience, and character necessary to qualify them individually for the particular duties they are to perform;

NOW, THEREFORE, in consideration of the

mutual covenants and conditions herein contained, the parties agree as follows:

ARTICLE 1

Retention of Commissioning Authority

The Board hereby retains the CxA, and the CxA hereby agrees to act as the manager for the Project(s) and to perform the services hereinafter described on the terms and conditions specified herein.

ARTICLE 2

Services to be Performed

2.1 The services to be performed by the CxA hereunder shall be subject to the general direction of the Program Manager, on behalf of the Board, and shall consist of consulting with, advising, and making recommendations to the Board, its Project Consultant, and the Contractors for the Project(s), as the case may be, in all aspects of the commissioning of Project(s) in order to accomplish the completion of the Work in accordance with the plans and specifications and the best interests of the Board. The services to be performed by the CxA shall include the services described herein and in Schedule XX (collectively, the “Basic Services”), which is attached hereto and made a part hereof.

2.2 The Board reserves the right to direct the CxA to provide additional services (the “Additional Services” and together with the Basic Services, the “Services”) and the CxA agrees to provide such services.

2.3 If the CxA believes that any services it has been directed to perform are beyond the scope of this Agreement and constitutes Additional Services, it shall provide prompt written notification and cost proposal to the Program Manager, but not later than five business days after being directed to perform such services. Upon receipt of timely notice from the CxA, the Program Manager shall then determine whether or not the services are additional and if the Board agrees, the maximum contract amount set forth in Article 4 hereof shall be amended to reflect the agreed upon compensation for providing such Additional Services by a written amendment executed by both parties to this Agreement. Notwithstanding anything in this Agreement to the contrary, if the CxA fails to

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provide timely written notice to the Program Manager as required by this Section 2.3, the CxA agrees that its claim for additional compensation for such services shall be waived.

ARTICLE 3

Additional Obligations and Responsibilities

3.1 In performing its services hereunder, the CxA shall place emphasis on considerations that will aid in completing the commissioning of the Project(s) consistent with the Contract Documents and the commissioning standards, requirements and procedures of the Board including the Board's requirement for system performance and operations, scheduling, coordination, and completion. The CxA acknowledges that time is of the essence for the Project(s) and it shall use reasonable care and diligence and to exercise its best efforts to commission systems, equipment and components to meet the requirements of the Contract Documents and administer, coordinate, monitor and inspect the work of the Contractors related to systems, equipment and components to be commissioned so as to assist the Program Manager in having the Project(s) completed on or before its contract completion date.

The parties recognize that the CxA cannot and will not be in control of the Project Consultants' or Contractors' activities in connection with the Project, and therefore, the CxA cannot warrant or represent that the actual duration of each phase of commissioning will be consistent with the overall Project commissioning schedule. The CxA shall be responsible for the CxA's breach of this Agreement and its negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the work. The CxA shall endeavor to obtain satisfactory performance from each of the Contractors, and the CxA shall recommend courses of action to the Program Manager when requirements of a Contract are not being fulfilled. In addition, while the parties recognize that the CxA is not a guarantor of the Contractors' work, the CxA shall be responsible for making regular inspections of the work and advising the Contractors and Program Manager where the work is defective or non-conforming. In addition, the CxA is responsible for overseeing the work performed by the Contractors and advising them where there are questions on the means, coordination and methods of commissioning employed by the individual Contractors or for the safety precautions and programs in connection with the Project. The CxA shall advise the Program Manager regarding the performance by each of the Contractors. Resolution of

disputes with a Contractor relating to the execution or progress of the work or the interpretation of the requirements of the Commissioning Specifications or other applicable provisions of the Contract Documents (except interpretations of the drawings and specifications which shall be referred to the Architect of Record) shall be the responsibility of the CxA who shall keep the Program Manager informed of progress in these areas and make such recommendations to the Program Manager as CxA may deem necessary for the proper execution and timely progress of the Project. The Program Manager, at its discretion, shall take whatever action it deems necessary to assist the CxA. The services of the CxA are intended to compliment and supplement but not replace or duplicate those of the Project Consultants, Contractors, or Testing and Inspection agencies engaged by or through the Board.

3.2 All recommendations that will affect the cost of the project shall be made by the CxA to the Program Manager and the Project Consultants in writing. The Program Manager may also require other recommendations and communications by the CxA to be made or confirmed by it in writing. All such recommendations shall be made in writing directly to the Program Manager and the Architect of Record. After approval by the Program Manager and/or the Architect of Record, the CxA shall issue instructions directly to the Contractors.

3.3 The services to be performed hereunder shall be performed by the CxA's own staff, unless otherwise authorized in writing by the Board. The use of the services of any other person or firm by the CxA, as consultant or otherwise, shall be subject to the prior written approval by the Board. No provision of this Agreement, or such authorization, shall, however, be construed as constituting an agreement between the Board and any such person or firm.

3.4 The CxA shall designate one person as a Commissioning Agent/Manager who, on its behalf, shall be responsible for coordinating all of the Services to be rendered by it hereunder. The designation and continuance shall be subject to the approval of the Board. All personnel assigned by the CxA to its performance of this Agreement shall cooperate fully with personnel assigned to the Project(s) by the Board, the Program Manager and the Project Consultants, and, in the event the Board determines that any personnel of the CxA have failed to cooperate or are not fulfilling the services of this Agreement, the CxA, at the request of the Board, shall replace such personnel.

3.5 For the Commissioning Phase, the CxA shall ensure that each member of the field staff to be maintained at the site of the Project(s) has the necessary qualifications to participate on the Commissioning Team as outlined in Contract Documents, including Section 019113 of the

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Specification.

The CxA shall submit to the Program Manager, for its review and approval, a list identifying its staff that will be providing the Services required under this Agreement prior to the commencement of those Services and concurrent with submitting its executed Contract. The identities of the principal persons, and the extent of their participation in, performing the Services, shall not be altered without the written consent of the Board. The Board, during the course of the Project, reserves the right to approve staffing levels.

3.6 The Board shall include in all Contract Documents a requirement that the Contractors name the CxA as an Additional Insured on insurance coverage provided by the Contractors for the Project(s) that allows the naming of additional insureds.

3.7 The CxA shall not be responsible for the consequences of: Acts of God (such as tornado, hurricane, etc.); the Board's, the Program Manager's, Consultants', Contractors', vendors or other Project participants' (and their respective agents', employees', consultants', vendors' and subcontractors') acts, omissions to act or failures to timely act; riots, insurrections, terrorist acts or civil commotions; embargoes; sabotage; vandalism; casualties requiring reconstruction or repair to the Project(s) or any parts(s) thereof; or any other matters beyond the reasonable control of the CxA. If the CxA's duties are suspended as a result of such occurrence(s), the CxA's compensation shall be accordingly deferred.

**ARTICLE 4
Payment for Services**

4.1 Basic Services provided under this Agreement are based on a lump-sum form of compensation payable according to the terms of Schedule XX. Additional services provided by CxA at the request of the Board will be based on a written change order approved by the Board setting forth the scope of services and compensation.

4.2 Included within the lump-sum contract amount specified in Section 4.3, the Board will reimburse the CxA for the costs of the following, herein identified as Reimbursable Expenses, that it actually and necessarily incurs in performing the services hereunder as follows:

- a. Traveling expenses, including transportation, tolls, meals and lodging, and long distance telephone calls, shall be reimbursed as an additional contract cost, provided, however, that normal commuting and daily travel expenses for the CxA's field or home office support staff shall not be reimbursable unless such travel is required for off-

site visits to vendors or contractors in support of Project activities or is approved in writing and in advance by the Board.

- b. Testing and any additional field services authorized in writing by the Board.
- c. Reproduction costs for Contract Documents for bidding purposes, special reports, and other data and documents specifically requested by and furnished to or on behalf of the Board. This does not include the daily and incidental copying cost of daily reports or document reproduction at the jobsite or in the CxA's offices, which are non-reimbursable expenses.
- d. Approved Reimbursable Expenses shall be reimbursed at 1.0 multiplier

4.3 Notwithstanding the foregoing, the total lump sum compensation for Basic Services and Reimbursable Expenses payable to the CxA under this Agreement shall in no event exceed the sum of - _____ dollars (\$XXXXXX), unless additional compensation is approved by the Board.

4.4 Said Basic Services compensation and Reimbursable Expenses shall be paid by the Board to the CxA in monthly installments in proportion to the services rendered by the CxA as determined by the Board on its receipt of reports from the CxA and detailed payment applications indicating staffing man-hours provided by the CxA during the month as a percentage of total estimated staffing man-hours provided with the lump sum cost proposal. The CxA shall submit for the Program Manager's approval a properly executed Application for Payment, on a form prescribed by the Board, together with appropriate backup supporting the amount billed. The Program Manager may require the CxA to submit to it such additional information with respect to the CxA's Services and payment requests as the Program Manager deems necessary. The Board shall pay the undisputed amounts of the CxA's Application for Payments within 30 days of the Board's approval of an Application for Payment or a portion thereof.

4.5 Whenever any payment to or fee of the CxA is dependent in whole or in part on the CxA's or its consultants' cost or costs, the CxA shall maintain efficient and accurate cost and accounting records as to all such costs and the CxA shall require its consultants to maintain similar records. The CxA, at any time during the term of the Agreement or within six (6) years thereafter, shall make such records and require its consultants to make their records available to the Board or its authorized

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representatives for review and audit. In the event all or any part of such records are not maintained or made available to the Board, any item not supported by reason of the unavailability of such records shall, at the election of the Board, be disallowed and, if payment therefore has already been made, the CxA, on demand, shall refund to the Board the amounts so disallowed.

Payment to the CxA and/or approval by the Board of any invoice submitted by the CxA shall in no way affect the CxA's obligations hereunder or the right of the Board to obtain a refund of any payment to or fee of the CA that was in excess of that to which it was lawfully entitled.

4.6 Upon satisfactory completion by the CxA of all services required by this Agreement or, if this Agreement is terminated by the Board, all services provided prior to said termination, the Board shall make a final payment to the CxA. Acceptance by the CxA of the final payment shall operate as, and shall be, a release of the Board from all liability to the CxA for anything provided or arising in connection with this Agreement.

4.7 No payment, final or otherwise, by the Board shall in any way release or affect the obligations and responsibilities of the CA hereunder.

4.8 Unless otherwise provided in this Agreement, the CxA and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold, or other toxic substances.

**ARTICLE 5
Key Personnel**

5.1 The CxA's Commissioning Agent will be XXXXXXXX. The Commissioning Agent is a designated representative of the CxA and is authorized to act on its behalf. To the extent that XXXXXXXX cannot continue to serve as Commissioning Agent, any replacement shall be mutually agreed upon by the Board and the CxA.

**ARTICLE 6
Ownership of Documents**

All reports, estimates, schedules, and other documents and data, including, but not limited to, computer data and files, prepared by and for the CxA pursuant to this Agreement shall be the property of the Board and, upon its request, the CxA shall promptly deliver all of the same to the Board.

**ARTICLE 7
Bidding on Project(s)**

Neither the CxA nor any firm of which any officer, director, supervisory employee, or principal stockholder of the CxA is an officer, director, supervisory employee, or principal stockholder, or of which the CxA is a principal stockholder, shall, during the term of this Agreement and until final payment for the services provided herein is made by the Board, make or cause to be made, without prior written approval of Board, any bid on the Project(s) covered under this Agreement. For purposes of this provision, the term "principal stockholder" shall mean any stockholder holding ten percent (10%) or more of the capital stock of such corporation in his/her or its own name or that is held directly or indirectly for his/her or its account or ten percent (10%) or more ownership of or interest in any firm either in his/her or its own name or directly or indirectly for his/her or its account.

**ARTICLE 8
Liability and Insurance**

8.1 The CxA shall be liable to the Board for all losses, expenses, and damages caused by its breach of this Agreement, its failure to use reasonable care and diligence and its failure to exercise its best efforts to properly perform its obligations under this Agreement. The CxA shall not be entitled to any compensation for services or reimbursement for costs or expenses with respect to any such obligations not properly performed by it hereunder.

8.2 To the fullest extent permitted by law, at its own cost and expense, the CxA shall indemnify, defend and hold harmless the Board, the Rochester City School District, City of Rochester, Program Manager, Architect/Engineer(s), Technology Consultant (if any), the Project Consultants, and their affiliates, subsidiaries, directors, trustees, officers, board members, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, obligations, claims, damages, demands, causes of action losses and expenses (including, without limitation, reasonable attorneys, fees and costs of suit) directly or indirectly relating to, arising from or in connection with:

(a) any actual or alleged negligent act or omission or willful misconduct of the CxA or any of its agents, employees or subcontractors; (b) any breach by the CxA of any of its representations, warranties, covenants or obligations set forth in this Contract; (c) injury to person or property (including death) to the extent arising out of or resulting from violation by the CxA of any state, federal, or local law, rule or regulation; or (d) any actual or alleged injuries to person or property (including death) suffered by any of the CxA's agents, employees, subcontractors or sub-consultants, or any employees or

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agents of the CxA's agents, subcontractors or sub-consultants in the course of their performance or completion of any Services or other obligations arising under or pursuant to the Contract, or upon any premises owned, leased or controlled by the Indemnitees, or any Project site. Nothing herein shall be construed as requiring the CxA to indemnify the Indemnitees or any of them for any claim for damage or loss of any kind to the extent such loss or damage is caused by the negligence or willful misconduct of the Indemnitees or any of them. The CxA shall include in each of its Subcontractor agreements for the Project a provision substantially similar to this indemnification provision.

8.3 Nothing in this Agreement shall create or give to third parties any claim or right of action against the CxA or the Board beyond such as may legally exist irrespective of this Agreement.

8.4 The CxA shall maintain the specific coverage (including, but not limited to, the additional insured requirements) and limits as set forth in Schedule XX, which is attached hereto and made a part hereof. Before commencing its performance of this Agreement, the CxA shall furnish to the Board a certificate, in a form satisfactory to the Board, showing that it has procured such insurance, which certificate shall provide that the policy shall not be changed or canceled without thirty (30) days prior written notice to Board.

ARTICLE 9

Nature of Contractual Relationship

9.1 Nothing contained herein shall be deemed to create any contractual relationship between the CxA and the Program Manager, the Project Consultants, or any of the Contractors, subcontractors, or material suppliers on the Project(s) or to make the CxA responsible or liable to the Program Manager, Project Consultants or any of the Contractors.

9.2 The relationship of the CxA to the Board shall be that of independent contractor, and the CxA shall have no authority to bind the Board in any way with third parties without the prior written consent of the Board. It is further understood that this Agreement is intended to secure the services of the CxA because of its particular ability and experience and that this Agreement shall not be assigned, sublet, or transferred by the CxA without the prior written consent of the Board.

ARTICLE 10

Termination of Agreement

At any time during the effective term of this Agreement, the Board shall have the right, on seven (7)

calendar days' written notice to the CxA, to terminate the Agreement or to postpone, delay, suspend, or abandon all or any part of the Project(s) and, in the event of such termination, postponement, delay, suspension, or abandonment, the CxA shall deliver to the Board all plans, drawings, specifications, reports, and other data and records pertaining to the Project(s) and the Board shall pay to the CxA all amounts earned through the effective date of such termination. Except as expressly provided in the previous sentence, such termination, postponement, delay, suspension, or abandonment shall not give rise to any claim or cause of action against the Board for damages, extra compensation, unabsorbed overhead, or for loss of anticipated profits on services unperformed. In the event any postponement, delay, suspension, abandonment, or termination is due to the CxA's failure to properly perform its obligations hereunder, the CxA shall be liable to the Board for all damages suffered by it by reason therefore and the Board shall have the right to withhold any moneys due to the CxA hereunder and to apply such monies toward the payment of such damages.

ARTICLE 11

Diversity Plan

11.1 The CxA shall comply with Board's Diversity Plan (which is incorporated herein by reference), all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities in the provision of services. The CxA shall undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age disability or marital status.

11.2 Prior to the execution of this Agreement, the CxA shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the Board's Independent Compliance Officer ("ICO") within ten (10) calendar days after receipt of a request therefore. This EEO Policy Statement shall contain, but not necessarily be limited to the CxA. The CxA, as a precondition to entering into a valid and binding Agreement with the Board, shall, during the performance of this Agreement, agree to the following:

- a. The CxA will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and good faith

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efforts to employ and utilize minority group members and women in its work force on the Agreement.

- b. The CxA shall state in all solicitations or advertisements for employees that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. At the request of the Board, the CxA shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CxA's obligations herein.
- d. Prior to the execution of this Agreement and within ten (10) calendar days after receipt of a request therefore, the CxA shall submit to the Board's ICO a staffing plan of the CxA's anticipated work force to be utilized under this Agreement or, where required, information on the CxA's total work force, including apprentices, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Board. The form of the staffing plan shall be supplied by the ICO.
- e. Within ten (10) calendar days after receipt of a request from the Board, ICO or Program Manager, the CxA shall submit to the ICO a work force utilization report, DP-1, in a form and manner required by the Board, of the work force actually utilized on this Agreement, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Board.

11.3 The CxA shall participate in the Business Opportunities Program ("BOP"). The BOP is designed to bring training, education and mentoring to eligible M/W/D/SBE's resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP's initiative brings together two distinct services – (1) Mentor-Protégé supported by comprehensive training and (2) Community Outreach & Engagement, created specifically as

a catalyst for driving economic diversity growth.

ARTICLE 12 Provisions Required by Law

Each and every provision required by law to be inserted in this Agreement, including, but not limited to the provisions set forth in Schedule XX, which is attached hereto and made a part hereof, shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 13 General Provisions

13.1 The Board shall determine every question of fact which may arise in relation to the interpretation of this Agreement and the performance by the parties hereto of their respective obligations and responsibilities hereunder, and the decision of the Board shall be final, conclusive and binding upon the CxA unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as to necessarily imply bad faith.

13.2 No action or proceeding shall lie or be maintained by the CxA, or anyone claiming under or through the CxA against the Board, or any of its trustees, members, officers, agents or employees, upon any claim arising out of or based upon this Agreement or any alleged breach thereof or by reason of any act or omission of the Board, or its trustees, ~~members~~ officers, consultants, agents and employees, unless such action or proceeding is instituted in the Supreme Court of the State of New York in and for the County of Monroe and such action or proceeding is commenced within one (1) year after the Board's final acceptance of the construction work on the Project(s) or termination of this Agreement, whichever shall first occur. All such actions or proceeding shall be governed by the laws of the State of New York.

13.3 Notwithstanding any claim, dispute, or legal action by a party under this Agreement, the CxA shall continue to perform Services under this Agreement in a timely manner unless otherwise directed by the Board or Program Manager.

13.4 No delay or omission by the Board to exercise any right or remedy accruing to it under this Agreement or existing at law or in equity or by statute or otherwise shall be construed as a waiver of any of the provisions of this Agreement or of any such right or remedy or be construed to be a waiver of or acquiescence in the act or acts or omission or omissions to act giving rise to the accrual of such right or remedy, upon the occurrence of any

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subsequent event of the same or of a different nature.

13.5 If any term or provision of this Agreement or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such terms and provisions to persons, firms or corporations or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13.6 The term "Contractors" as used in this Agreement shall be deemed to include all Contractors who have previously or may hereafter be awarded construction contracts by the Board for the Project(s).

13.7 The terms "Project Consultant" and "Consultant" as used herein shall mean the person(s) or firm(s) designated by Board as the Consultant(s) for the Project(s).

13.8 The term "Project" is for capital improvement work for James Monroe High School.

13.9 The captions of Articles of this Agreement are intended for convenience and for reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement or in any way affect this Agreement.

13.10 As used in this Agreement, the singular of any word or designation, whenever necessary or appropriate, shall include the plural.

13.11 This Agreement constitutes the entire Agreement between the parties hereto and supersedes all previous understanding and agreements with respect to Project(s) or any of the provisions hereof. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, except the proposal provided by the CxA that is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto. The Scope of Services attached as Schedule XX expands on the roles and responsibilities of the CxA.

ARTICLE 14

Time of Performance

The CxA shall complete all Services of this Contract within allotted schedule duration from the date of the authorization to proceed by the Board. The schedules for

the projects that are the subject of this Agreement are shown in Schedule XX, which is attached and incorporated herein. It is anticipated that CxA's services will be completed by XXXXX following the completion, startup and Occupancy Phase of XXXXX.

ARTICLE 15

Miscellaneous Provisions

15.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of New York.

15.2 Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date payment is due to the CA pursuant to Article 9.

15.3 The Owner and the CA, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement.

15.4 CxA's fee is subject to equitable adjustment by negotiation if agreed scope is changed or if services are not completed by XXXXX if such delay is not due to the fault of the CxA.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Rochester Joint School Construction Board

By _____
Allen Williams
RJSCB Chair

[Contractor]

By _____ [Position]
[Type in Name of Person]

Federal ID # _____

(If Corporation affix Corporate Seal)

Approved as to form:

Attorney for Rochester Joint School Construction Board By

Edward Hourihan, Jr., Esq. General Counsel

Date _____

Witness:

By _____ Date: _____

[Name] _____

By _____ Date: _____

[Name] _____

EXHIBIT A SCOPE OF SERVICES

The Rochester Joint Schools Construction Board (the “Owner” or “Board”) has employed the services of Savin Engineering, P.C., as a Program Manager (“PM”), to oversee the development and implementation of Phase 2 of the Facilities Modernization Plan (“FMP”). In addition, the PM administers the design and construction related agreements entered into by the Rochester Joint School Construction Board (Owner). The Commissioning Authority (“CxA”) is to recognize and report to the PM.

The CxA shall provide the following scope of the Services for Phase 2 of the Program:

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Commissioning requirements common to all Sections.
- B. Systems and equipment start-up and functional performance testing (“FPT”).
- C. Validation of proper and thorough installation of systems and equipment
- D. Equipment performance verification.
- E. Documentation of tests, procedures, and installations.
- F. Management of Record Construction Documentation

1.2 GENERAL DESCRIPTION

- A. Commissioning (“Cx”) is the process of ensuring that all building systems are installed and perform interactively according to the design intent; that systems are efficient and cost effective and meet the Owner’s operational needs; that the installation is adequately documented; and that the Operators are adequately trained. It serves as a tool to minimize post-occupancy operational problems. It establishes testing and communication protocols in an effort to advance the building systems from installation to full dynamic operation and optimization.
- B. Commissioning Authority (“CxA”) shall work with the Contractor and the Design Engineer to direct and oversee the Cx process and perform functional performance testing.
- C. The Commissioning will be categorized into Phases as indicated below.
 - 1. Pre-Construction Phase (**applies to the four Phase 1b Schools only – see page 3 of RFP**):

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- a. Review and perform a commissioning-focused review of MEP documents at SD, DD, and CD sub phases.
- b. Review and comment on the Design Intent and Basis of Design.
- c. Provide a written report within 15 days affirming that: design will provide for interactivity of all MEP systems, provide maximum performance and cost efficiency, and meet buildings' operational needs; and the systems as designed will meet the Design Intent.
- d. Report to be delivered within 15 calendars days after completion of each sub phase.
- e. Provide the Commissioning Specification that identifies the scope of commissioning, and the respective responsibilities of the Owner, the Design Team, Contractor(s), and the CxA, and assist the Design Team to adopt and coordinate the Contract Documents to include commissioning requirements.
- f. Develop a Commissioning Plan that identifies the participants, their qualifications, and procedures; identifies equipment and systems to be commissioned; establishes communication channels and protocols; sets forth a schedule for the entire commissioning process during design, construction, start-up and checkout; describes performance and testing verification; and describes necessary operator training.
- g. Document all Design Phase Cx Meetings and distribute minutes as applicable.
- c..

2. Construction Phase: This is the period of time where the systems are installed, much of the commissioning documentation is developed, the systems are started, and the majority of the contractor required training is performed. On any given system or area, the Construction Phase will end when the CA approves proceeding with the Functional Performance testing. Construction Phase Services include:

- Conduct Commissioning Team Kickoff Meeting, progress meetings, and issue commissioning minutes.
- Review and approve Contractor's commissioning conductor's qualifications.
- Review submittals and shop drawings for equipment and systems requiring commissioning.
- Develop pre-functional testing procedures, including start-up and checkout procedures and checklists.
- Review and comment on completeness and adequacy of Testing, Adjusting & Balancing Plan.
- Conduct periodic site inspections, and distribute inspection findings reports.
- Verify construction and installation of building systems, equipment and components, and document pre-functional testing, including start-up and checkout, is completed.
- Witness, document, and confirm or approve all of the following: HVAC pipe flushing and testing, and associated procedures; duct cleaning and testing, and associated procedures; testing and calibration of controls before TAB.
- Develop FPT procedures and checklist.
- Maintain master log of deficiencies and resolutions.

3. Acceptance Phase: This is the period of time where the systems will be functionally tested. The CxA will, among other things, confirm approved TAB reports, and verify minimum Acceptance Criteria as set forth below; witness, verify, document and approve FPT; address all deficiencies noted during functional performance testing; review and comment on completeness and adequacy of O&M manuals; oversee training of Owner's personnel, and document verification of training for all commissioned systems as required; produce final Commissioning Report that will enable a comprehensive approach to maintenance and operations; provide statement of certification of work by

the CxA; verify, document and conduct off-season deferred testing; and verify, document and conduct Post Occupancy Review.

4. Warranty Phase: This is the period of time that coincides with the start and end of the contractor's base warranty.

1.3 SCOPE

- A. This covers elements, requirements, procedures, and protocols common across all Divisions of the work. Requirements specific to individual Project Sections will be generally specified in the Project's technical specifications.
- B. The Cx scope of work includes the mechanical and controls for all of the systems installed or updated as part of this Program.

1.4 DOCUMENTATION

- A. The CxA shall review the Contract Documents and recommend modifications necessary for coordination with the commissioning requirements and processes, which may include equipment submittals, operations and maintenance manuals, system readiness tests, and personnel training. The CxA shall provide Commissioning Specifications for inclusion in the Contract Documents, which will, among other things, define the Contractor's responsibilities related to commissioning. The Commissioning Specifications will identify the systems to be commissioned and may include detailed checklists, test procedures, required test results and warranty requirements.
- B. The Contractor shall provide to the CxA the following per the procedures specified herein and in other Sections of the Specifications:
 1. Shop Drawings and Product Data: One hard copy of Shop Drawings and Product Data related to systems or equipment to be commissioned. The CxA shall review and incorporate comments via the Design Engineer. After final approval, a record copy of the submittal (complete with all noted corrections) shall be submitted to the CxA in electronic format.
 2. Draft Start-Up Procedures: CxA will provide to the Contractor generic Start-up Checklists, the content of which must be reviewed by the Contractor and supplemented with manufacturer-specific requirements and the Contractor's own internal quality assurance procedures and checks. The Contractor shall return the supplemented Start-up Procedures to the CxA to review and integrate into the project-specific Checklists. Final checklists will be forwarded to the Contractor to complete during the equipment start-ups.

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3. **Factory Test Reports:** The Contractor shall provide any factory testing documentation or certified test reports required by the specifications. These shall be provided prior to Acceptance Phase.
 4. **Schedule Updates:** Issue periodic updates to the construction schedule. The Contractor shall use schedule to notify Cx team of scheduled start-up and training activities.
 5. **Action Item Response:** Respond to Action Items to which Cx team members assign the Contractor responsibility. The response must be made in writing; an e-mail response to the CxA is acceptable.
 6. **Field Testing Agency Reports.** Provide all documentation of work of independent testing agencies required by the specification. These shall be provided prior to Acceptance Phase.
 7. **Completed Start-Up Procedures:** Completed Start-Up Procedure documentation for all applicable equipment and systems. CA will review prior to FPT.
 8. **Nameplate Data Documentation:** Provide prior to the start of the Acceptance Phase.
 9. **Equipment Warrantees:** Provide prior to the start of the Acceptance Phase.
 10. **O&M Manual Content:** Provide O&M Documentation. Submit preliminary draft at least twenty calendar days prior to the beginning of the Acceptance Phase (as defined below).
- C. **Record Drawings:** The Contractor shall maintain at the site an updated set of record or “As-Built” documents reflecting actual installed conditions and all approved changes and modifications to the contract documents. The Contractor shall provide access to the CxA to review the As-Built and Record Drawings.

1.5 COMMISSIONING SEQUENCING AND SCHEDULING

- A. The Contractor shall provide a base project schedule to the CxA, which shows the project completion date and construction milestones (including start and end dates) for the following items:
1. Submittals
 2. O&Ms
 3. Training
 4. Start-up activities
 5. Testing, Adjusting & Balancing (“TAB”)
- B. CxA will provide a more detailed schedule for Cx activities in Excel format for direction of Cx precedents, sequence, and task duration. The CxA’s Scheduler shall meet with the CxA and

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the Contractors to synthesize the Cx Schedule with the general construction process constraints and integrate the agreed upon process into the main construction schedule.

- C. The Contractor shall completely install, thoroughly inspect, start-up, test, adjust, and balance systems and equipment. bAll activities shall be documented per specified procedures and progress tracked on the construction schedule. The Contractor shall notify A/E, Owner, and CxA in writing that systems are complete and ready for verification and functional performance testing. Notification shall be accompanied by a schedule showing the coordinated start date and task duration and all currently open precedent requirements.
- D. The Contractor shall notify CxA at least 14 days in advance of any tests, start-ups, or training. CxA shall witness selected tests and start-ups. Notification shall be accompanied by a schedule showing the coordinated start date and task duration and all currently open precedent requirements.

1.6 CONTRACTOR RESPONSIBILITIES (Provided for information only)

A. Construction Phase: The following delineates the commissioning-related responsibilities of the Contractor (and their subcontractors) during the Construction Phase.

1. Include Cx requirements in price and plan for work.
2. Designate a Cx Coordinator (CxC) from each major subcontractor with activities related to commissioning. These Cx Coordinators are to be the primary contacts for Cx activities.
3. Attend Construction Phase Cx Kick Off Meeting. The Cx Coordinator and Project Manager from each major subcontractor shall attend at a minimum.
4. The Cx Coordinator shall attend all Cx progress meetings unless otherwise agreed to by the CA.
5. Remedy any deficiencies identified throughout construction.
6. Review draft Start-up Procedures forwarded by the CA. Return the supplemented Start-up Procedures to the CxA to review and integrate into the project-specific Checklists.
7. The Contractor shall submit sample balancing forms for approval prior to starting work.
8. Schedule and coordinate Cx efforts into the construction schedule. Incorporate the Cx Schedule provided by the CxA into the construction schedule. Indicate at a minimum all tasks enumerated on the precedent diagram for all systems.
9. Coordinate the work of subcontractors, vendors, manufacturers, and Testing Agencies provided with the bid, and ensure that they are informed of and are adhering to the requirements of the Cx process specified throughout the contract documents.

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10. Develop and submit Temporary Conditioning Plan
 11. Contractors, subcontractors and vendors shall review FPT procedures to ensure feasibility, safety and equipment protection and provide necessary written alarm limits to be used during the tests. Damage caused to equipment performed in accordance with the approved procedures will be the responsibility of the Contractor.
 12. Thoroughly complete and inspect installation of systems and equipment as detailed throughout Contract Documents, as required by reference or industry standards, and as specifically indicated elsewhere in the Specifications.
 13. Start-up, test, adjust, and balance systems and equipment prior to verification and performance testing by the CxA.
 14. Record start-up and testing procedures on start-up forms or checklists and certify that the systems and equipment have been started and or tested in accordance with the requirements specified above. Each task or item shall be indicated with the party actually performing the task or procedure.
 15. Provide skilled technicians qualified to perform the work required.
 16. Provide factory-trained and authorized technicians where required by the Contract Documents.
 17. Tag equipment that is started with the Individual's name and date.
 18. Document the Nameplate Data.
 19. Demonstrate the operation of all systems as specified.
 20. Certify that systems have been installed and are operating per Contract Documents prior to Acceptance Testing.
 21. Maintain an updated set of Record Documentation as required by the Contract Documents.
 22. Copy the CxA on indicated documentation.
 23. Conduct and document Equipment and Systems Training events as required by applicable sections of the Specifications pertaining to each piece of equipment or system.
- B. Acceptance Phase: The following delineates the commissioning-related responsibilities of the Contractor (and their subcontractors) during the Acceptance Phase.

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1. Assist CxA in functional performance testing. Assistance will generally include the following:
 - a. Manipulate systems and equipment to facilitate testing
 - b. Provide any specialized instrumentation necessary for functional performance testing.
 - c. Manipulate BAS and other control systems to facilitate functional performance testing.
 2. Correct any work not in accordance with Contract Documents.
 3. Maintain record documentation, and update and resubmit it after Functional Completion.
- C. Warranty Phase: The following delineates the commissioning-related responsibilities of the Contractor (and their subcontractors) during the Warranty Phase.
1. Provide warranty service.
 2. Respond to and document warranty issues.
 3. Correct any deficiencies identified throughout the Warranty Phase.
 4. Update record documentation to reflect any changes made throughout the Warranty Phase and resubmit final Record Drawings at the close of the warranty period.

1.7 EQUIPMENT SUPPLIER/VENDOR RESPONSIBILITIES (Provided for information only)

- A. Construction Phase: The following delineates the commissioning-related responsibilities of the Equipment Supplier (and their subcontractors) during the Construction Phase.
1. Provide shop drawings and product data in hard copy and electronic format.
 2. Provide manufacturer's application, installation and start-up instructions per schedule.
 3. Where factory-authorized start-up is specified, coordinate and participate in the specified commissioning process and document start-up on the appropriate forms.
 4. Review and approve FPT Procedures affecting supplied equipment.
 5. Conduct and document Equipment and Systems Training events as required by applicable sections of the Specifications pertaining to each piece of equipment or system.
 6. Provide spare parts and materials as required by Specifications.
 7. Provide special tools as required by the Specifications.

8. Provide all warranties.
- B. Acceptance Phase: The following delineates the commissioning-related responsibilities of the Equipment Suppliers (and their subcontractors) during the Acceptance Phase.
1. Participate in any FPT Procedures as required.
 2. Consult on issues identified relative to the supplied equipment.
- C. Warranty Phase: The following delineates the commissioning-related responsibilities of the Equipment Suppliers (and their subcontractors) during the Warranty Phase.
1. Provide any warranty service required to the supplied equipment as applicable with the agreement with the Contractor.
 2. Provide technical support to the Owner’s facilities personnel.

1.8 START-UP PROCEDURES AND DOCUMENTATION

- A. Purpose: The Cx process requires that the normal quality control processes involved with preparing systems and equipment for operation are performed to a high standard of care and are thoroughly documented. The required commissioning-related Start-Up Procedures involve nothing additional than that which would be done for any good installation. These procedures shall be performed on all installed systems and equipment and no sampling strategy is to be used for the start-up process. The Cx process requires all Parties to collaborate to establish the optimal standard of care for starting systems and equipment. After the procedures are established, the Contractor performs them and documents them with the Start-up Procedures that are developed by the joint effort of the Contractor and the CxA.
- B. Content of Start-Up Procedures: Start-Up Procedures shall generally include the following for each item of equipment or system (as applicable):
1. Project-specific designation, location and service.
 2. Indication of the Party performing and documenting the Start-Up Procedure.
 3. Clear explanation of the inspection, test, measurement, and outcome with a Pass/Fail indication and a record of measure parameters.
 4. Include a checklist item indicating that all O&M instructions, Warranties, and Record Documents have been completed and submitted.
 5. Include a Start-up Checklist item indicating that proper maintenance clearances have been maintained.

6. Include a Start-up Checklist item indicating that special tools and/or spare tools required for normal operation and maintenance were turned over to the Owner.
 7. Include Start-up Checklist item indicating that all required dependent or prerequisite equipment and systems were previously started successfully.
- C. Documentation Completion: The individual executing the start up must complete the start up and prefunctional documentation for any given equipment and acknowledge acceptability with the indication of who did the associated task. As approved by the CxA, in some cases the subcontractor as opposed to the manufacturer’s start up technician may complete the prefunctional documentation. All start-up forms must be completed and turned in to the CxA prior to the Acceptance Phase.
- D. Sampling and Final Submission: All (100% of) systems are started and documented per the approved procedures and NO sampling strategy is used. Completed Start-up and prefunctional checklists for all pieces of equipment shall be submitted to CxA prior to any associated functional performance testing. Any outstanding item shall be clearly indicated and an associated Action Item must be entered to track resolution.
- E. Owner Access: The Contractor shall allow access by Owner representatives to inspect the equipment and ensure its proper operation. Owner will be allowed to affix service tags to equipment to track the proper maintenance.

1.9 FUNCTIONAL PERFORMANCE TESTING (FPT)

- A. The objective of FPT is to demonstrate that each system is operating according to the documented Design Intent Document and Contract Documents. FPT facilitates bringing the systems from a state of Substantial Completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.
- B. Development of Test Procedures. CxA shall develop specific test procedures and forms to verify and document proper operation of each piece of equipment and system. Prior to execution, the CxA shall provide a copy of the test procedures to the Contractor who shall review the tests for feasibility, safety, equipment and warranty protection, and scope.
- C. Scheduling: After the Contractor’s notification that systems are ready for testing and submittal and review of all the required submittals has occurred, the CxA shall schedule the testing. Execution of the scheduled tests by the CxA is subject to the verification that all of the prerequisites for FPTs have been met. To the extent practical, tests shall be scheduled to allow efficient and contiguous testing of inter-related systems and equipment.
- D. Phasing: Non-interdependent segments of the Project testing can be phased. Phasing of this Project is described below

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1. The FPT will generally proceed from the main utility systems to the terminal equipment. For the mechanical systems, the Campus utility connections will be tested first, followed by the hydronic systems, main air handlers, and terminal devices. For electrical systems, the testing will flow from the main feeders, through distribution, to panel level devices.
 2. Integrated Systems testing (Fire/HVAC integration, Blackout testing, etc.) will follow only after all of the preliminary system FPTs are satisfactorily completed.
- E. Participation: CxA will direct and conduct FPTs after Start-Up Procedure documentation of systems and equipment has been reviewed and accepted. Conceptual procedures for the FPT are outlined elsewhere in this Schedule. CxA will execute the FPTs unless otherwise specified. The Contractor shall assist with manipulation of the systems or equipment, provision of supporting equipment or materials (lifts, ladders, specialty test equipment, safety equipment), and on-the-spot remediation of minor identified deficiencies whenever possible. Contractor support shall be at the direction of the CxA as follows:
1. The CxA will request the Contractor support in a minimum of 4-hour increments. The Contractors must supply a qualified technician or trade contractor, skilled in the respective area of systems testing, to work with the CxA.
 2. No Party involved with the project is prohibited from participation in or witnessing of any tests. Any Contractor may elect to witness all tests on their systems even if their involvement is not directly requested by the CxA.
 3. CxA will endeavor to coordinate effectively with the individual Contractors throughout FPT and minimize their required involvement.
 4. The Contractor assumes responsibility for damage to systems conducted in accordance with the approved procedures.
- F. Detailed Test Procedures and Contractor Review: The CxA will prepare detailed and itemized testing procedures to define and document the FPT. These will be developed during the Construction Phase and completed during the Acceptance Phase. The CxA shall submit these procedures to the Contractor for review. The Contractor shall indicate all required limitations, safety procedures, maximum thresholds, and any other parameters during the FPT development. The Contractor shall be responsible for any damage to the equipment caused by functional performance testing done per the procedures and within the limitations of the approved procedures.
- G. Completeness: All systems must be completed and ready for FPT. All start up, factory authorized field testing, independent testing agency tests, and Testing, Adjusting & Balancing (“TAB”) procedures must be complete and the control systems must be tested and started for the respective system or component.

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- H. Test Documentation: The CxA will conduct tests, and/or witness tests as applicable. The CxA will record all test results on the forms developed for the testing. The CxA will “Pass” or “Fail” the testing and record the date and time of the test. Deficiencies shall clearly be indicated when the test is failed. When all related testing is completed successfully, the CxA shall recommend acceptance of the system or component.
- I. Deficiencies and Re-Testing: When deficiencies are identified during testing, depending on their extent or magnitude, they can be corrected during the test and the testing can continue to successful completion. More significant deficiencies will require failure of the test and re-testing. Deficiencies of this magnitude will result in an Action Item on the Action List. The resolution of the deficiency will then subsequently be tracked by the CxA via the Action List. All tests shall be repeated until successful completion. Refer to more specific provisions below.
- J. Opposite Season Testing: Testing procedures shall be repeated and/or conducted as necessary during appropriate seasons. Opposite Season testing will be required where scheduling prohibits thorough testing in all modes of operation. Air handler and central heating system testing for heating-related modes of operation and control loops shall be tested during outside air temperatures below 30°F. All contractors must be available to participate in off-season testing, at the request of the CxA.
- K. Approval. The CxA passes each test and subsequently recommends approval to who reviews and accepts the FPT.

1.10 COORDINATION BETWEEN TESTING PARTIES

- A. Factory Start-Ups: For many systems and equipment, Factory Start-Ups are specified. These Factory Start-Ups will be reviewed and checked during functional performance testing. All costs associated with the Factory Start-Ups are included with the Contractor’s bid unless otherwise noted. In general, Contractor shall make notification of when Factory Start-Ups are occurring and coordinate these with witnessing Parties. The CxA and Cx team members may witness Factory Start-Ups at their discretion. Aspects of functional performance testing accomplished during the Factory Start-Ups may be accomplished and approved by the CxA if they meet the intent of the FPT.
- B. Independent Testing Agencies: For systems where Independent Testing Agencies are specified, the cost of this testing is included with the Contractor’s bid unless otherwise noted. Much of the testing performed by these independent agencies will cover aspects required in the Start-Up Procedures and FPTs.
 - 1. The Contractor and Independent Testing Agencies shall coordinate with the CxA so that the CxA can witness the testing and approve the applicable aspects of the FPTs.
 - 2. The CxA may in some cases independently spot-check work of the Independent Testing Agencies if the tests were not witnessed. However, it is not the intent for the CxA to re-

accomplish testing by others that is specified in the construction specifications. For instance, much of the testing requirements for the electrical systems will be performed by the independent electrical testing agency provided under the bid. The CxA shall witness the indicated sample of the testing and record the results in the record of FPTs.

3. The Contractor is responsible for coordinating the efforts of Independent Testing Agency with that of the Cx process. Documentation shall be contiguous and seamless and duplication should be avoided. Independent Testing Agencies shall complete the documentation of the Cx process as required.

1.11 FPT ACCEPTANCE CRITERIA

A. The Acceptance Criteria shall be as follows unless more specifically indicated within individual tests. The CxA may exercise professional judgment to relax requirements and pass tests and recommend approval when appropriate.

1. Capacity and/or equipment performance will generally be as specified $\pm 5\%$.
2. Efficiency where specifically indicated in the documents will be $\pm 5\%$. When inferred from manufacturer's catalogue data, criteria will be $\pm 10\%$.
3. Balancing-related criteria will be $\pm 5\%$ for water and $\pm 10\%$ for air.
4. Accuracy/repeatability on sensing devices will be as specified for the device. The CxA and TAB will use calibrated gages for independent validation and use judgment in passing or failing the devices. In many cases, the coordination of multiple related sensors is more important than absolute accuracy.
5. HVAC sequence-related criteria will be as explicitly specified in the documents and as interpreted by the CxA. Code required sequencing shall be per the applicable code.
6. System sequences shall be as required by the approved shop drawings.
7. Indoor Environmental Parameters (T, RH, CO₂, VOC): Shall be as indicated in the Basis of Design document. Otherwise, as recommended in the most current version of the ASHRAE Handbooks for the applicable occupancy.
8. Air Pressurization: As indicated in the Basis of Design document. Otherwise, as indicated in the most current version of the ASHRAE Handbooks for the applicable occupancy. Inter-system interfaces and coordination: as specified and generally to ensure safe, reliable, and robust operation.
9. Collection and review of DWT test results documentation in collaboration with Millennium Strategies.

10. Determination of Clean Power quality and TVSS performance.
11. Performance of DWT provided switches and contacts for building control systems.
12. Verification of occupant complaints within the first 3 (or 6) months of building occupancy.

1.12 DEFICIENCIES IDENTIFIED DURING FUNCTIONAL TESTING

A. Non-Conformance. Non-conformance deficiencies identified during Functional Performance Testing shall be resolved as follows:

1. The CxA will record the results of the FPT in the project database. All deficiencies or non-conformance issues shall be noted as Action Items and reported to the Owner, PM and CM.
2. Corrections of identified minor deficiencies may be made during the tests at the discretion of the CxA. In such cases the deficiency and associated resolution will be documented in the database.
3. Every effort will be made by the CxA to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures.
4. As tests progress and a deficiency is identified, the CxA will discuss the issue with the executing Contractor.

B. When there is no dispute on the deficiency and the Contractor accepts responsibility to correct it:

1. The CxA shall document the deficiency along with the Contractor's response and intentions, and they go on to another test or sequence. A copy/email of the deficiency shall be generated and provided to the Contractor, PM and CxA. The Contractor corrects the deficiency, completes the Action Item response certifying that the issue is resolved and /or the equipment is ready to be retested, and sends it back to the CxA.
2. The CxA reschedules the test and the test is repeated.

C. If there is a dispute about a deficiency, regarding whether it is a deficiency and/or who is responsible:

1. The deficiency shall be documented as an Action Item with the Contractor's response and the CM and PM will be notified. The CM will track this issue under the Construction Documents dispute resolution provisions.
2. Final interpretive authority is with the A/E. Final acceptance authority is with the Owner.

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3. The CxA documents the resolution to the Action Item.
 4. Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency, and responds to the Action Item indicating completion. The CxA reschedules the test and the test is repeated until satisfactory performance is achieved. CxA then closes the Action Item.
- B. Cost of Retesting: The cost for the CxA to retest a Start-up or FPT shall be paid by the Contractor responsible for the deficiency.
- C. Failure Due to Manufacturer’s Defects. If 10% or three, whichever is greater, of identical pieces of equipment fail to perform to the Contract Documents (mechanically or substantively) due to manufacturing defect, all identical units may be considered unacceptable by the Owner. (For the purposes of defining “identical equipment” for this Schedule, size or capacity alone does not constitute a difference.) In case of failure due to manufacturer’s defects, the Contractor shall provide the Owner with the following:
1. Manufacturer’s response in writing as to the cause of the failure and proposed resolution.
 2. Manufacturer shall implement its proposed resolution on a representative sample of the product.
 3. The Owner will determine whether a replacement of all identical units or a repair is acceptable.
 4. Upon acceptance, the manufacturer shall replace or repair all identical items at its expense and shall extend the warranty accordingly (if the original equipment warranty had begun).
 5. Manufacturer or the Contractor shall pay the costs of all retesting necessitated by the failure.

PART 2 PRODUCTS

2.1 INSTRUMENTATION

- A. General: All testing equipment used in the Cx process shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. All equipment shall be calibrated according to the manufacturer’s recommended intervals. Calibration tags shall be affixed or certificates readily available.
- B. Standard Testing Instrumentation: Standard testing instrumentation normally used for performance assessment and diagnosis will be provided by the CxA.

- C. Special Tools: Special equipment, tools and instruments (only available from a vendor, and specific to a piece of equipment) that are required for testing equipment in accordance with these Contract Documents shall be included in the base bid price to the Contractor and left on site for the Owner.

PART 3 EXECUTION

3.1 START-UP STANDARD OF CARE

- A. Procedures that establish a minimum Standard-of-Care for the start-up, check out and testing of applicable equipment are specified generically below, in the individual technical specification, and in the manufacturer’s start-up requirements. The Contractor shall apply this Standard-of-Care and document per the Cx requirements.
- B. Procedures Common to All Systems
 1. Checkout shall proceed from devices to the components to the systems.
 2. Verify labeling is affixed per spec and visible
 3. Verify prerequisite procedures are done.
 4. Inspect for damage and ensure none is present.
 5. Verify system is applied per the manufacturer’s recommendations
 6. Verify system has been started up per the manufacturer’s recommendations
 7. Verify that access is provided for inspection, operation and repair
 8. Verify that access is provided for replacement of the equipment
 9. Verify the record drawings, submittal data and O&M documentation accurately reflect the installed systems
 10. Verify all gages and test ports are provided as required by contract documents and manufacturer’s recommendations
 11. Verify all recorded nameplate data is accurate
 12. Verify installation is done to ensure safe operation and maintenance.
 13. Verify specified replacement material/attic stock has been provided as required by the Construction Documents

14. Verify all rotating parts are properly lubricated
 15. Verify all monitoring and ensure all alarms are active and set per Owner's requirements
 16. Complete all nameplate data and confirm ratings conform with the Contract Documents
- C. Procedures required for the prefunctional checkout of the building automation system are detailed below.

3.2 FUNCTIONAL PERFORMANCE TEST EXECUTION

- A. FPT procedures are specified herein. The Contractor shall participate in the approval of the testing procedures, as well as participate as required in the FPT support as indicated herein.

3.3 PREREQUISITES

- A. All equipment, components, and devices applicable to the FPT must be started and the Start-Up must be documented and passed. This includes completion of Start-Up Procedures, pressure testing of equipment, duct, piping; flushing/cleaning of applicable systems; completed labeling and identification; completed insulation of applicable systems; and all other requirements in the Contract Documents for placing system into dynamic operation.
- B. Unless specifically agreed to by the Owner and CxA, all support systems shall be complete prior to FPT. For instance, an air handler will require that:
1. The electrical system serving it is completed and tested;
 2. The hydronic systems serving it have been pressure tested, flushed, and functional performance tested;
 3. Balancing has been accomplished on the air and water sides;
 4. The control systems have been started and calibrated.
- C. The CxA shall determine the optimal sequence of testing.

3.4 FUNCTIONAL TESTING PROCESS

- A. Functional Performance Testing on any given system shall generally begin with testing device level elements. It progresses to component level, then to system level, then inter-system level, and finally to building level.
- B. Functional Testing of systems shall generally proceed from the utilities to the central systems, to the distribution systems, to the zone terminal units and services. The CxA shall

plan this process and communicate it through the Cx schedule. The CM shall reflect that process in the Construction Schedule. Subcontractors shall perform work in accordance with the schedule.

3.5 COMMON ELEMENTS FOR ALL SYSTEMS

- A. Required submittal documentation shall be present and located convenient to testing area. Validate that all required documentation has been submitted and is per the Contract Documents requirements.
- B. The Contractor shall provide the completed Start-Up Procedures at the time of testing. The CxA shall review the Start-Up Procedure documentation and spot-check at the beginning of FPT.
- C. The Contractor shall demonstrate that access is sufficient to perform required maintenance.
- D. Building Automation System (“BAS”) trends shall have been established as required in the documents. These shall generally be reviewed prior to or during FPT.
- E. All dynamic systems powered by electricity shall be tested to simulate a power outage to ensure proper sequencing. Those on emergency power or uninterruptible power shall be tested on all sources.
- F. Capacities and adjusted/balanced conditions as applicable shall be subject to check.
- G. Sequencing Verification: All modes of operation and actions shall be verified for equipment/system samples.
- H. System and equipment configurations shall be compared against the Contract Documents.
- I. Verify functions (such as heating and cooling) are coordinated and do not overlap or “fight”.
- J. All adjusted, balanced, controlled systems shall be assessed to determine the optimal setting for the system as applicable. The optimal settings should be determined to establish reliable, efficient, safe and stable operation.
- K. BAS or Local Panel Dynamic Graphics: The graphic displays for all components, systems, and areas required to be represented by a graphic shall be checked for adequacy and accuracy. Furthermore, when set points or other parameters are required to be adjustable, CxA shall verify that they can be adjusted directly from the graphic screen.
- L. Emergency power tests for mechanical systems will be conducted in concert with the testing of the emergency power systems. Mechanical contractor shall be available for the power outage test to test mechanical systems under a power outage. This is in addition to the requirements specified for the mechanical system.

M. Where system and zones are designed for various modes of operations and are indicated as such in the Contract Documents, test representative systems in all modes of operation. This includes:

1. Seasonal Modes
2. Sequencing Modes
3. Emergency Modes

3.6 CONTRACTOR PARTICIPATION IN FPTs

A. Each category of support is to be provided by the Contractor responsible for the installation of the system (e.g., the fire alarm support is to be provided by the FAC). Additional time required by the Contractor due to incompleteness of the system, failure of tests, or failure of sampling criteria shall be at the Contractor's expense, with no additional costs to the Owner.*

1. Mechanical (HVAC) FPT Support
2. Building Automation System FPT Support
3. Electrical FPT Support
4. Fire Alarm FPT Support
5. TAB FPT Support

3.7 ACTION LIST

- A. The CxA shall maintain an Action List, tracking Action Items (required information, identified deficiencies, work required, etc.) that relate to Cx. Each item shall be tracked with the initiator, the parties responsible, due date, the date of closure, and a description of the resolution. Each item shall be categorized for sorting and tracking and for documentation on applicable forms.
- B. The CxA will disseminate this list as appropriate to keep all parties informed.
- C. All parties indicated as responsible for an action item shall respond in writing. Responsible parties may respond by email or through the Project Portal.
- D. The originator of an Action Item shall close it and record the resolution, including entering the date on which it was addressed.

* The term "Owner" means the Rochester Joint Schools Construction Board (RJSCB) and/or its Program Manager, Savin / Gilbane.

**EXHIBIT B
SCHEDULE OF SERVICES**

Consultant will begin work immediately upon contract award by the RJSCB, anticipated for August 22, 2016 for the duration of Phase 2, which is anticipated to be completed August 2021.

Preliminary Phase 2 schedule:

Project Name	Design Schedule	Construction Start	Construction Complete
School 7	2016	2017	2018
School 16	2016	2017	2018
East High School	2015	2017	2020
Freddie Thomas	2016	summer 2017/2018	summer 2017/2018
School Without Walls	2016	2017	2018
Monroe High School (Part B)	2016	2017	2019
Edison Technology	2016	2017	2019
School 6	2017	2018	2020
School 10	2017	2018	2020
School 4	2017	2018	2020
School 2	2017	2018	2020
School 30/54	2018	2020	2021
DWT 2a and 2b	2016/2017	2016	2021

**EXHIBIT C
 COST OF SERVICES**

RSMP – CONSULTANT Services

TOTAL NOT TO EXCEED PRICE PROPOSAL FOR THE ROCHESTER SCHOOLS MODERNIZATION, CONSULTANT SERVICES _____.

TOTAL WRITTEN VALUE: _____ (DOLLARS)

Fee Breakdown by Project

Phase 2 Schools	Fee (\$)
Virgil I. Grissom School No. 7	
John Walton Spencer School No. 16	
East High School	
Dr. Freddie Thomas Learning Center	
School Without Walls Commencement Academy	
Martin B. Anderson School, No. 1	
Monroe High School, "Part B"	
Edison Technology Campus	
Dag Hammerskjold School No. 6	
Dr. Walter Cooper Academy School No. 10	
George Mather Forbes School No. 4	
Clara Barton School No. 2	
The Flower City School No. 30/54	
District Wide Technology 2a and 2b	
Total	

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Acknowledgement of allowance of \$10,000 for participation in the Business Opportunities Program as described in the RFP.

_____ Authorized Signature

Hourly Rates

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

EXHIBIT D
INSURANCE REQUIREMENTS

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

(a) Workers' Compensation Insurance (and such other forms of insurance which Program Provider is required by law to provide) covering all employees engaged in the Services hereunder in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.

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

(c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Services hereunder. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.

(d) Excess Liability Insurance above the amounts specified in (b) and (c) of this Exhibit "D" in the amount of five million dollars (\$5,000,000).

(e) Professional Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

(f) Employer's Liability Insurance with a limit of not less than five hundred thousand dollars (\$500,000) for each accident to or death of an employee.

Summary of Commercial General Liability Limits:

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

Business Automobile: \$1 million per accident

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

Workers' Compensation: Statutory amount

Employer's Liability: \$ 500,000

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

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The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) days' notice of cancellation is required. Selected firms are responsible for the payment of all insurance premiums.

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

EXHIBIT E EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP)

EQUAL OPPORTUNITY

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

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

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

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

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

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

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

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

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

BUSINESS OPPORTUNITY PROGRAM (BOP)

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

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

BOP Allowance

The Consultant shall be required to provide the firm's 'key staff' to provide periodic training / instruction / support activities related to the RJSCB's new Business Opportunities Program (BOP) initiative. An allowance of \$10,000 has been stipulated for participation in BOP training activities by the Consultant.