



# REQUEST FOR PROPOSALS

## DESIGN STANDARDS GUIDE (DSG) CONSULTANT

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The Rochester Joint Schools Construction Board, on behalf of Rochester Schools Modernization Program, seeks to identify professional firms qualified to provide services for development of a Design Standards Guide (DSG) for Phase 2 of the Program.

**ISSUE DATE:**  
**October 18, 2016**



Rochester City School District  
Facilities Modernization Program  
1776 N. Clinton Avenue  
Rochester, NY 14621





**Rochester Joint Schools Construction Board**

1776 N. Clinton Avenue, Rochester, New York 14621

Telephone: 585-512-3806

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## REQUEST FOR PROPOSALS

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**Date:** October 18, 2016

**To:** Design Professionals (Architectural or Engineering Firms)

**From:** Rochester Joint Schools Construction Board

**Project Title:** Request for Proposal (RFP) - Design Standard Guide

**Send Proposals to:**

Rochester Joint Schools Construction Board  
Mr. Thomas Renauto, Executive Director  
1776 N. Clinton Ave.  
Rochester, NY 14621  
Tel. (585) 512-3806

**Contact:** [trenauto@aol.com](mailto:trenauto@aol.com)

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	RFP SCHEDULE	DATES
1.	RJSCB issuance of the Request for Proposals.	October 18, 2016
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by Service Providers/potential responders.	October 25, 2016 (Noon)
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: <a href="http://www.rcsdk12.org/rsmp">www.rcsdk12.org/rsmp</a>	October 28, 2016 (5:00 PM)
4.	Submittal Deadline for Request for Proposals.	November 2, 2016 (2:00 PM)
5.	Interviews with Short Listed Service Providers (anticipated).	Week of November 14, 2016
6.	Award (anticipated).	December 13, 2016

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**APPENDICES:**

Appendix A: Certification of Non-Collusion in Bidding

Appendix B: Offerer’s Affirmation of Understanding of an Contract 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
- 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: Consulting Services Contract

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**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”) on behalf of the Rochester City School District (“RCSD” or the “District”) is seeking proposals from qualified professional firms with expertise in design and construction of public school buildings to perform the services of a Design Standards Guide (“DSG”) Consultant, to update the District’s Design Standards.

The Rochester Schools Modernization Program (“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.

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 RCSD (collectively, the “Phase 2 Projects”), which have been further defined as Phase 2a, Phase 2b, Phase 2c and Phase 2d plus a District Wide Technology (“DWT”) project at each of the Phase 2 school buildings.

**NOTE: SERVICES FOR THE DISTRICT WIDE TECHNOLOGY PROJECT ARE NOT INCLUDED IN THE SCOPE OF SERVICES UNDER THIS RFP.**

Services included in this RFP are for all Phase 2 Projects (except for the DWT Project). At this time, the contracting plan for each of the Phase 2 Projects is based on a multiple Prime format with a General Construction, Mechanical, Electrical, and Plumbing Contractor. The RJSCB reserves the right to change this contracting plan as necessary.

It is anticipated the selected DSG Consultant will review documents owned by the RCSD and/or prepared by other professional services providers for the Program. The Phase 2 Master Plan, approved by the Board of Education, the City of Rochester (“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:

- Monroe High School, “Part A”
- 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

**The Phase 2 Master Plan is available for review online at [www.rcsdk12.org/rsmp](http://www.rcsdk12.org/rsmp).**

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**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.

All Services of the DSG Consultant will be provided in accordance with the governing laws, codes, rules, regulations, guidelines and standards of the State of New York, NYSED, the City, RJSCB and the RCSD. The Services to be provided will include compliance with all due dates and deadlines, coordination with RCSD internal departments and outside consultants, as well as successful administration of work under the direction of the Program Manager.

**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 in 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 Rochester City School District and the City of Rochester 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 Project (Monroe High School) is currently under construction and is scheduled to be completed in 2017.

In 2015, the District authorized the RJSCB to begin design work on two "Early Start" Phase 2 projects: East High School and Monroe High School (2a). The students at Monroe High School are currently in swing space during implementation of Phase 1 project at Monroe. In addition, architectural services for Schools No. 7 and No. 16 have been awarded, which will complete the "2a" group of projects. The architectural services for Schools No. 1, Edison, School Without Walls, and Freddie Thomas have also been awarded as a part of the "2b" group of projects.

**4.0 OVERALL SCOPE AND SCHEDULE OF SERVICES**

The DSG Consultant (individual or firm) that will be hired by the RJSCB will report to the Program Manager. The overall scope is to support the RCSD and the RSMP for consistency in approach, management and

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standardized guidelines for the respective technical specifications manual. Specifically, the DSG Consultant shall provide technical specification standards that will be used by each individual project Architect of Record to integrate with the basis of design and bid documents issued for the construction of schools associated with the RSMP and future RCSD capital improvement projects.

The DSG Consultant shall provide a full range of professional consulting services to assist the District, the RJSCB Program Manager, and the RJSCB’s Architects in establishing planning requirements and design criteria. These services include, but are not limited to:

- Updating the District “Design Standards for Technical Specifications”.
- Research/update as appropriate current products, assemblies, installation procedures, and governing standards consistent with the quality and operation and maintenance preferences of the RCSD.
- Organizing the updated technical specification standards in accordance with the latest Construction Specifications Institute (CSI) MasterFormat Divisions.
- Assisting the Program Manager in rolling out (presentation and distribution) of the new updated design and technical standards for use by the Phase 2 Architects.

The directory below is provided as a guide for CSI Divisions:

00	All RSMP Division Zeros	00 00 00	Cover Sheet
	All RSMP Special Requirements	00 00 00	Table of Contents
01	General Requirements	01 00 00	Site Development Design Considerations
	General Requirements	01 00 30	Definitions
	General Requirements	01 25 00	Substitution Procedures
	General Requirements	01 41 00	NYSED 155.5 Regulations
	General Requirements	01 41 00	Reference Standards
	General Requirements	01 42 00	Abbreviations and Acronyms
	General Requirements	01 77 19	Project Close Out
	General Requirements	01 77 19	Equipment Designations
	General Requirements	01 77 19	Data Collection Sheets
	General Requirements	01 78 36	Warranties and Maintenance Contractss
	General Requirements	01 80 00	Performance Requirements Energy Conservation
	General Requirements	01 81 00	Facility Performance Sustainability Guidelines
	General Requirements	01 81 13	Sustainability Design Checklist
	General Requirements	01 91 00	Building Systems Commissioning
02	Existing Conditions	02 26 00	Asbestos and Lead Paint
	Existing Conditions	02 26 00	Asbestos Notice To Contractors
	Existing Conditions	02 26 00	Asbestos Contractor Certification Form
	Existing Conditions	02 42 00	Demolition
03	Concrete	03 30 00	Cast-In-Place Concrete
04	Masonry	04 20 00	Masonry
05	Metals	05 50 00	Metal Fabrications
06	Wood, Plastics, and Composites	06 10 00	Rough Carpentry
	Wood, Plastics, and Composites	06 20 00	Finish Carpentry
	Wood, Plastics, and Composites	06 41 00	Interior Architectural Woodwork
07	Thermal and Moisture Protection	07 00 00	Thermal and Moisture Protection

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	Thermal and Moisture Protection	07 10 00	Waterproofing
	Thermal and Moisture Protection	07 27 00	Air Barrier Systems
	Thermal and Moisture Protection	07 31 00	Asphalt Shingle Roofing
	Thermal and Moisture Protection	07 50 00	Membrane Roofing
	Thermal and Moisture Protection	07 56 00	Fluid-Applied Roofing
	Thermal and Moisture Protection	07 60 00	Flashing and Sheet Metal
	Thermal and Moisture Protection	07 61 00	Sheet Metal Roofing
08	Openings	08 11 00	Hollow Metal Interior Doors and Frames
	Openings	08 14 00	Wood Doors
	Openings	08 30 00	Special Doors
	Openings	08 40 00	Aluminum Entrances
	Openings	08 50 00	Metal Windows
	Openings	08 71 00	Finish Hardware
	Openings	08 71 00	Finish Hardware
	Openings	08 80 00	Glazing
09	Finishes	09 20 00	Gypsum Plaster and Wallboard
	Finishes	09 30 00	Tile Work Thresholds Window Sills
	Finishes	09 51 00	Acoustical Panel Ceilings
	Finishes	09 64 00	Wood Flooring
	Finishes	09 65 00	Resilient Flooring
	Finishes	09 68 00	Carpet
	Finishes	09 72 00	Wallcovering
	Finishes	09 90 00	Painting
10	Specialties	10 11 00	Dry Erase Boards and Tackboards
	Specialties	10 11 00	Dry Erase Board and Tackboards
	Specialties	10 14 00	Identifying Devices
	Specialties	10 14 00	Interior Signage
	Specialties	10 14 00	Sign Types
	Specialties	10 14 00	School Identification Sign
	Specialties	10 14 16	Dedication Plaque
	Specialties	10 14 16	Dedication Plaque
	Specialties	10 21 13	Toilet Partitions
	Specialties	10 22 00	Operable Wall Partitions
	Specialties	10 22 00	Operable Panel Partitions
	Specialties	10 28 13	Toilet Accessories
	Specialties	10 44 00	Fire Extinguishers and Cabinets
	Specialties	10 51 00	Lockers
	Specialties	10 83 00	Flags and Banners
11	Equipment	11 40 00	Food Service Equipment
	Equipment	11 50 00	Educational Scientific Equipment
	Equipment	11 53 00	Laboratory Equipment and Casework
	Equipment	11 61 00	Stage Equipment
	Equipment	11 61 00	Elementary Stage Equipment
	Equipment	11 61 00	Middle School Stage Equipment
	Equipment	11 61 00	High School Stage Equipment



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	Equipment	11 66 00	Athletic Equipment
	Equipment	11 68 13	Playgrounds and Playground Equipment
	Equipment	11 68 13	Specifications for General Play Equipment
	Equipment	11 82 00	Solid Waste Handling Equipment
	Equipment	11 95 00	Kiln
12	Furnishings	12 20 00	Window Treatments and Stage Curtains
	Furnishings	12 20 00	Window Treatments
	Furnishings	12 30 00	Laminate Clad Casework
	Furnishings	12 30 00	Laminate Clad Casework
	Furnishings	12 61 00	Fixed Auditorium Seating
	Furnishings	12 66 00	Telescoping Bleachers
13	Special Constructions	13 34 13	Greenhouses
	Special Constructions	13 34 16	Grandstands and Bleachers
14	Conveying Equipment	14 24 00	Hydraulic Elevators
	Conveying Equipment	14 24 00	Hydraulic Elevators Affidavit
21	Fire Suppression	21 00 00	General Fire Suppression Requirements
22	Plumbing	22 00 00	General Plumbing Requirements
	Plumbing	22 05 23	Plumbing Valves
	Plumbing	22 05 29	Plumbing Supports and Anchors
	Plumbing	22 05 53	Plumbing Identification
	Plumbing	22 07 00	Plumbing Insulation
	Plumbing	22 11 00	Potable Water and Fire Water Systems
	Plumbing	22 11 16	Domestic Water Piping
	Plumbing	22 13 00	Sewage Disposal
	Plumbing	22 13 16	Drainage and Vent Systems
	Plumbing	22 14 13	Storm Drainage Pipe & Fittings
	Plumbing	22 40 00	Plumbing Fixtures
23	Heating, Ventilation, and Air Conditioning	23 00 00	General Mechanical Requirements
	Heating, Ventilation, and Air Conditioning	23 00 00	Mechanical Design Reporting
	Heating, Ventilation, and Air Conditioning	23 08 00	HVAC Commissioning
	Heating, Ventilation, and Air Conditioning	23 09 00	Building Automation System
	Heating, Ventilation, and Air Conditioning	23 09 93	Sequence of Operation
	Heating, Ventilation, and Air Conditioning	23 11 23	Natural Gas Systems
	Heating, Ventilation, and Air Conditioning	23 20 00	HVAC Piping Systems
	Heating, Ventilation, and Air Conditioning	23 31 00	Ductwork
	Heating, Ventilation, and Air Conditioning	23 35 00	Dust Collection
	Heating, Ventilation, and Air Conditioning	23 37 00	Diffusers and Grilles
	Heating, Ventilation, and Air Conditioning	23 65 00	Cooling Towers
	Heating, Ventilation, and Air Conditioning	23 73 00	AHUs and FCUs
	Heating, Ventilation, and Air Conditioning	23 82 23	Vertical Classroom Unit Ventilators
26	Electrical	26 05 00	Electrical Work
	Electrical	26 05 13	Wires and Cables
	Electrical	26 05 33	Conduit
	Electrical	26 05 83	Electrical Connections To Equipment
	Electrical	26 05 83	Electrical Connections to Equipment Detail

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	Electrical	26 05 83	Pulse Relay Detail
	Electrical	26 24 00	Panelboards
	Electrical	26 24 00	Panelboard Working Space Requirements
	Electrical	26 50 00	Lighting
	Electrical	26 50 00	Lighting Level Table
27	Communications	27 00 00	Telephone Data Systems
	Communications	27 00 00	MDF Room
	Communications	27 00 00	IDF Room
	Communications	27 00 00	Modular Unit Details
	Communications	27 00 00	Classroom Teaching Wall Elevation
	Communications	27 00 00	Security Camera Detail
	Communications	27 00 00	MDF Room Grounding System
	Communications	27 00 00	Recessed Switch Enclosure
	Communications	27 00 00	Switch Enclosure
	Communications	27 00 00	Switch Enclosure Arrangement New Construction
	Communications	27 00 00	Grounding Bar
	Communications	27 00 00	MDF Room Rack Layout
	Communications	27 00 00	IDF Room Rack Layout
	Communications	27 00 00	Hub Cabinet Detail
	Communications	27 00 00	Switch Enclosure Detail
	Communications	27 00 00	Hub Cabinet Detail
	Communications	27 00 01	Technology Installation Guidelines
	Communications	27 00 01	Sample MDF Fiber Station Record
	Communications	27 00 01	Sample MDF Fiber Feeder Record
	Communications	27 00 01	Sample MDF Voice Station Cable Record
	Communications	27 00 01	Sample MDF Voice Feeder Record
	Communications	27 00 01	Sample MDF Voice Feeder Record
	Communications	27 00 01	Sample MDF Data Station Record
	Communications	27 00 01	Sample MDF Technology Installation Schedule
	Communications	27 00 01	Sample MDF
	Communications	27 41 00	Integrated Audio/Video Systems
	Communications	27 41 16	Elementary School Sound System
	Communications	27 41 33	MATV or IPTV System
	Communications	27 41 33	Standard Cable TV Diagram
	Communications	27 51 00	Intercom and Public Address Systems
	Communications	27 53 13	Wireless Master Clock System
28	Electronic Safety and Security	28 10 00	Security Systems
	Electronic Safety and Security	28 10 00	Security Systems Door Cameras
	Electronic Safety and Security	28 10 00	Security Systems CCTV Sub-Master Station
	Electronic Safety and Security	28 10 00	Security Systems CCTV Master Station
	Electronic Safety and Security	28 13 00	Access Control System
	Electronic Safety and Security	28 16 19	Intrusion Detection System
	Electronic Safety and Security	28 23 00	CCTV Video Management
	Electronic Safety and Security	28 23 00	CCTV Fixed Mini Domes
	Electronic Safety and Security	28 31 00	Point Addressable Fire Alarm Systems

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31	Earthwork	31 25 00	Slope Protection And Erosion Control
	Earthwork	31 31 16	Termite Control
32	Exterior Improvements	32 10 00	Walkway Road And Parking Paving
	Exterior Improvements	32 10 00	Boundary Map
	Exterior Improvements	32 18 00	Athletic Paving And Surface
	Exterior Improvements	32 31 00	Fencing
	Exterior Improvements	32 31 13	Chain Link Fencing Specification and Installation
	Exterior Improvements	32 80 00	Irrigation System
	Exterior Improvements	32 92 00	Grass Seeding
	Exterior Improvements	32 93 00	Landscape Planting
33	Utilities	33 11 16	Water Utility Distribution Piping
	Utilities	33 30 00	Sanitary Sewerage Utilities
	Utilities	33 41 00	Storm Utility Drainage Piping
	Utilities	33 49 00	Sanitary Piping

The DSG Consultant shall:

- Cooperate with the RJSCB, Program Manager, RCSD, City, and the Architects, Engineers, Construction Managers, and Contractors retained by the Board for the Phase 2 projects.
- Understand the District’s project specifications/requirements.
- Provide qualified personnel.
- Keep records and submit reports.

When requested by the RJSCB by the Program Manager and the RJSCB, the DSG Consultant agrees to perform additional services in accordance with the terms and conditions of the Consulting Services Contract.

**SCHEDULE, DELIVERABLES, and MEETINGS**

The DSG Consultant shall prepare a working schedule for RJSCB review and comment on proposed meetings, progress reports, etc. necessary for the orderly development of the agreed deliverables. The DSG Consultant will be responsible for the preparation of all meeting notes including agenda, key issues, open items, ball-in-court, decisions needed, interim approvals, and schedule status.

**4.1 DETAILED SCOPE OF SERVICES**

The DSG Consultant will prepare a Proposed Initial Schedule as part of this Proposal as a basis of understanding of the tasks/deliverables for discussion with RJSCB.

The DSG Consultant will meet with the District Facilities Design Group for a “kick-off” meeting to review project scope, gather input and ideas from the District staff and members of the RSMP Team.

The project consists of three sequential major Activities, with the overall/final draft report completed on or before February 15, 2017. Each Activity is outlined below:

Activity 1:

- The DSG Consultant collects background information from the RCSD Facilities Design Group and RSMP Staff including but not limited to current RCSD Design Standards and the RSMP Phase 2 Master Plan.

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- The DSG Consultant will become familiarized with all documents collected from the RCSD Facilities Design Group and RSMP staff.
- The DSG Consultant shall meet with the District's Facilities Director and his designees, the RSMP Program Manager, and the RJSCB Consultants to collect additional information on the Phase 2 program.
- The effort to update the RCSD Design Standards shall align with the approved Phase 2 Master Plan. The DSG Consultant will review the Master Plan and become familiar with the recommendations, issues, and concerns mentioned in the master plan document.
- The DSG Consultant shall submit Progress Reports as required.

Activity 2:

- The DSG Consultant will prepare an initial draft document based on the feedback received from the District's Facilities Director and his designees, the RSMP Program Manager, and the RJSCB Consultants.
- After the first review, the DSG Consultant will advance the initial draft based on the feedback received from the District's Facilities Director and his designees, the RSMP Program Manager, and the RJSCB Consultants.
- The DSG Consultant will review the initial draft with all Phase 2a Architects and Construction Managers to receive additional input and make recommendations in preparation of the design development documents.
- The Consultant shall submit Progress Reports as required.

Activity 3:

- After the second review, the DSG Consultant will finalize the design standards manual based on the feedback received from the District's Facilities Director and his designees, the RSMP Program Manager, and the RJSCB Consultants.
- The DSG Consultant shall submit Progress Reports as required.
- The DSG Consultant will prepare a Final Report and issue the updated RCSD Design Standards in hard copy and flash drive to the Program Manager and the RCSD Facilities Design Group.

**Schedule of Services and terms of contract:** The DSG Consultant will begin work immediately upon contract award by the RJSCB, anticipated for December 13, 2016, with a Final Draft Report deliverable expected on or about February 15, 2017

**5.0 PROPOSAL REQUIREMENTS:**

**Cost Proposal:** The proposal shall contain a cost for the total value for the work. The proposal must indicate all levels of staff being proposed, the hourly rates for each person, and the hours for each person for the duration of the project.

The proposal shall provide a detailed listing and estimated costs associated with any anticipated equipment, disposables, and reimbursable expenses.

The DSG Consultant will bill the RJSCB on an hourly basis every month.

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 RFP, and (3) incorporate any other changes it deems necessary.

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

**Billing Procedures:** The DSG Consultant, including but not limited to personnel and sub-consultants, will bill on an hourly basis up to the cost as set forth in the proposal.

The DSG 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.

**Reimbursables:** Mileage expenses for local travel to locations within the City of Rochester are non-reimbursable expenses. Expenses for out-of-town travel are billable reimbursable expenses.

## **6.0 RECORDS AND REPORTS**

The DSG Consultant shall submit reports to the Program Manager and the Executive Director for review.

## **7.0 PROGRAM OFFICE**

If desired, the DSG Consultant can use office facilities (i.e., in the Program Manager’s Office at 1776 N. Clinton Ave, Rochester New York 14621) for meeting purposes with RCSD staff, A/E Teams, etc.

## **8.0 COMMUNICATION**

The DSG Consultant shall communicate with all Phase 2 design team members and with the District’s Facilities Department, but shall report to the Program Manager.

## **9.0 OWNER RESPONSIBILITIES**

The Owner will provide the DSG Consultant with a copy of the RCSD’s current design guides and standards as a general baseline. Key staff from the RCSD Facilities Design Group and Operations will be made available according to a mutually agreed schedule of tasks and meetings.

## **10.0 RFP REVIEW CRITERIA**

The written responses to the following points shall be used as criteria by the RJSCB for developing a list of finalists for interview and/or for final selection. Please specifically address the following considerations in submitting the fee proposal:

1. Relevant DSG Consultant Services experience over the past 10 years.
2. Experience working with public school districts.
3. Location of business operations. Indicate any team members in the greater Rochester area.
4. If partnering with another firm or consultant, whether the team members have worked together on previous projects.

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5. Specific team members assigned to the project along with their professional background, experience and qualifications.
6. References received on behalf of the firm as well as for the individual project team members.
7. Ability to meet the goals set forth in the Phase 2 Diversity Plan.
8. Document Quality (i.e. clarity, completeness, accuracy). Representative Executive Summary samples shall be submitted for review with the proposal.
9. Adherence to the RJSCB's policies, procedures, and standards.
10. Flexibility to input, feedback and revisions necessary to reach consensus.
11. Adherence to the RJSCB schedule.
12. Coordination with the RJSCB Executive Director, Program Manager, RCSD Facilities Design Group, Architects, Engineers, and Construction Managers as necessary.
13. Describe the firm's familiarity and understanding of the RSMP and the RCSD.

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 firm can provide the most effective services as an experienced DSG Consultant Services Provider. **Minority-owned and women-owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in Section 17 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 Contract (Attachment E) to contract with the successful proposer(s).

The RJSCB reserves the right to reject any and all proposals, and to request clarification of information from any firm submitting a proposal.

#### **11.0 SUBMITTAL REQUIREMENTS/RESPONDING TO THE RFP**

The following requirements must be followed in responding to this RFP:

**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 N. Clinton Avenue, Rochester, NY 14621; Attention: Mr. Thomas Renauto, Executive Director, no later than **2:00 PM on November 2, 2016.**

The RJSCB reserves the right to award contracts to multiple firms upon the recommendation of the Program Manager. All of the aforementioned scope of services shall be required of the selected and assigned firm(s);

Hourly rates for services are to be submitted on the enclosed Bid Form in the Attachments.

**Statement of Qualifications:** The Service Provider's Statement of Qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration. Responsive

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proposals should provide straightforward, concise information that satisfies the requirements specified below.

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 as well:

- Name of Proposer.
- Permanent Main Office Address.
- Date of Organization.
- Legal form of ownership. If a corporation or other entity, date and jurisdiction of incorporation or formation.
- How many years have you been engaged in the services you provide under your present 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 who services similar to this RFP are currently, or have previously been provided. Include for each client:
  - Name of Organization
  - Appropriate gross cost of contract
  - Date services started
  - Services being provided
  - Responsible official, address and telephone number of person available as a reference.
- Whether you have you ever failed to complete any work awarded to you? If so, where, when and why?
- Whether you have you ever defaulted on a contract? If so, where, when and why?
- Describe any pending litigation or other factors that could affect your organization's ability to perform this contract.
- Names, titles, reporting relationships, and background and experience of the principal members of your 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.

**Sample Report:** Example/sample of the firm's deliverables should be included in the RFP. **Only 1 of sample report required.**

**Fee Proposal:** Refer to the Fee Submittal Form in the Attachments.

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

**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

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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).

**12.0 INSURANCE REQUIREMENTS**

**Insurance Policies:** The DSG Consultant Services Contract that will be entered into for the work on this project will have the 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. ("Savin"); Gilbane Building Company ("Gilbane"); the County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by RJSCB); and U.S. Bank National Association ("Trustee" or another Trustee to be named by the RJSCB). All liability policies (excluding the professional liability policy) shall



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contain a waiver of subrogation in favor of the Project Architect; Construction Manager; RJSCB; the City; the RCSD; Savin; Gilbane; COMIDA (or another capital bonding agency to be named by RJSCB); and Trustee (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 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 RJSCB, the City, the District, Savin, Gilbane, 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 Contract attached as Attachment E.

### **13.0 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 potential firms will be notified by **5:00 p.m. on November 9, 2016** regarding interviews, which are **anticipated for the week of November 14, 2016**.

After the interviews have taken place, the firm(s) will be contacted regarding contract execution. Final selection of the firm is expected to occur at the RJSCB meeting on **December 13, 2016**.

### **14.0 QUESTIONS**

Prospective Service Providers 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 [trenauto@aol.com](mailto:trenauto@aol.com) by Noon on **October 25, 2016**. Submitted questions and answers will be provided to all solicited firms via email by Addendum by 5:00 PM on **October 28, 2016**, barring any unforeseen circumstances.

### **15.0 EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITIES 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.

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The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantaged 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 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 DSG 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)**

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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.

**16.0 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.

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

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**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 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 contract, 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;
- 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	PRINTED 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 contract 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 contract 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

\_\_\_\_\_  
PRINTED 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 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: \_\_\_\_\_  
(Signature)

DATED: \_\_\_\_\_, 20 \_\_\_\_\_

**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)



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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:

**ATTACHMENT A**

**FEE SUBMITTAL FORM**

**RSMP – DSG Consultant Services**

TOTAL LUMP SUM PRICE PROPOSAL FOR THE DSG CONSULTANT SERVICES \_\_\_\_\_.

TOTAL WRITTEN VALUE: \_\_\_\_\_ (DOLLARS)

**Fee Breakdown by Major Activity (See Exhibit A for details)**

Activity 1	Fee (\$)
Activity 2	Fee (\$)
Activity 3	Fee (\$)
<b>TOTAL</b>	

**Additional Services Hourly Rates**

Title	Hourly Rate
Project Executive / Principal	
Project Manager	
Administrative Support / Intern	
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 contract 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.

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<b>EBE UTILIZATION PLAN (DP-1)</b>		<b>Rochester Schools Modernization Program</b>		
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 <span style="float: right;">Rev. Date: _____, 20__</span>		
<b>Project Goals: MBE – 17%    WBE – 10 %    DBE – 3 %    SBE – 3 %</b>				
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
<b>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.</b>				
[Bidding Company's Official Printed Name and Title]: _____				
Authorized Signature: _____ Print Name: _____ Title: _____ <b>The</b> <b>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.</b>				

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**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 Contract 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 contract 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 contract for the work described upon the approval of the CONSULTANT and award and execution of a contract with RJSCB to the bidder.

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\_\_\_\_\_  
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

**1.  
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 ( )1<sup>st</sup> Tier -or- ( ) Lower Tier Contractor:* The reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* Only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual contract 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.  $(6a.F/(6a.M+6a.F))$

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(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, subtotaling 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, subtotaling 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.





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

In addition to required submissions noted above, the same submissions must be made by the 1<sup>st</sup> tier contractor directly to the ICO CONSULTANT no later than the 5<sup>th</sup> 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**

**Request for Proposal:  
Design Standards Guide Consultant**

**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)

**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\_\_

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Design Standards Guide Consultant**

***\*\*EBE Assurance statement should be submitted on bidder's letterhead and must signed by bidder.***

**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 contract, 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:  
Design Standards Guide Consultant**

(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:

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—

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:

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—

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



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(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

•  
**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 ( ) 1<sup>st</sup> Tier -or- ( ) Lower Tier Contractor:* The reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* Only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual contract with relative to this 1<sup>st</sup> Tier Project contract. If you are a 1<sup>st</sup> Tier contractor leave blank or indicate N/A.
7. *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.
8. *(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.
8. *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  $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$ .
9. *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.  $(6a.F/(6a.M+6a.F))$

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(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.)

15. *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.
16. *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.
17. *Reporting Company Official's Printed Name and Title:* Reporting company official's printed name/ title.
18. *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.
19. *Date Signed:* Date of signature.
20. *Page:* Indicate page number and total number of pages submitted. Attached as many pages as necessary.

MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP										ROCHESTER SCHOOLS MODERNIZATION PROGRAM							
1. Project :										2. Reporting Period (MMM / YYYY)_____/_____/_____							
3. Reporting Contractor Name / Address / Phone No. / Fax No.										4a. Submitter is a ( ) 1st Tier - or - ( X ) Lower Tier Contractor 4b. If a lower tier contractor, with whom you are in contract: _____							
<b>Project Goals : MBE – 17% WBE – 10% DBE – 3% SBE – 3%</b>																	
5. POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black <i>not</i> of <i>Hispanic</i> <i>Origin</i> (Hours)		6c. Hispanic (Hours)		6d. Asian/ Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total No. of Employees		10. Total No. of Minority Employee s	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
<b>Grand Total</b>																	
<b>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.</b>																	
11. Reporting Company Official Printed Name and Title										12. Reporting Company Official's Signature				13. Date Signed		14. Page	
_____										_____				___/___/___		___ of ___	

**Request for Proposal:  
Design Standards Guide Consultant**

**PROMISE OF NON-DISCRIMINATION**

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)

## **ATTACHMENT C**

### **PRELIMINARY PHASE 2 SCHEDULE**

<b>Project Name</b>	<b>Design Schedule</b>	<b>Construction Start</b>	<b>Construction Complete</b>
Monroe High School (Part A)	2015	2016	2017
School 7	2016	2017	2018
School 16	2016	2017	2018
East Campus	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

**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

### CONSULTING SERVICES CONTRACT

**THIS CONSULTING SERVICES CONTRACT** (this “**Contract**”), entered into as of [\_\_\_\_\_] , 2016 (the “**Effective Date**”), is made by and between **ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD**, having an address at 1776 North Clinton Avenue, Rochester, New York 14621 (the “**Board**” and, as used in certain Exhibits, “**RJSCB**”), and [\_\_\_\_\_] , a [\_\_\_\_\_] with an address at [\_\_\_\_\_] (“**Consultant**”). The Board and Consultant are sometimes referred to herein individually as a “**Party**”, and collectively as the “**Parties.**”

### RECITALS

A. The Board was created, pursuant to Chapter 416, Laws of New York State 2007, as amended pursuant to Chapter 533, Laws of New York 2014 (collectively, the “**Enabling Legislation**”), to act as agent of the City of Rochester (the “**City**”) and the Rochester City School District (the “**District**”), to administer and govern the Facilities Modernization Program (the “**Program**”).

B. Consultant is experienced in reviewing and preparing design specifications in connection with construction projects.

C. The Board desires to retain Consultant to provide certain services in connection with Phase 2 of the Program, and Consultant agrees to provide such services, in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, for good and valuable consideration, the Board and Consultant hereby agree as follows:

1. **SERVICES.** The Board hereby retains Consultant to provide during the Term (as defined in Section 5(a)), and Consultant hereby agrees to provide to the Board, services whereby Consultant will provide design and technical standards in connection with Phase 2 of the Program, which services are more fully described on Exhibit A (the “**Services**”), in accordance with the terms and conditions of this Contract. As used in this Contract, “Phase 2” means the portion of the Program described in the Enabling Legislation as Phase Two. Unless the context requires otherwise, references in this Contract to the “Program” shall be deemed to mean Phase 2 only. The Board may, from time to time, request changes in the scope of Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2) which are mutually agreed upon by and between the Board and Consultant, shall be incorporated in written amendments executed by both Parties.



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2. PAYMENT FOR SERVICES.

a. *Service Fees.* Subject to the terms and conditions of this Contract (including without limitation, Section 2(c)), the Board agrees to pay Consultant fees for Services performed during the Term at the applicable hourly rates set forth on Exhibit C (the “*Service Fees*”).

b. *Expenses.* Consultant shall be responsible for all costs and expenses incurred by Consultant in connection with the Services.

c. *Limitations.* Notwithstanding anything in this Contract to the contrary, unless otherwise approved by the Board in writing, the aggregate amount of Service Fees payable by the Board to Consultant pursuant to this Contract for the Services shall not exceed \$[\_\_\_\_\_] (the “*Aggregate Payment Limit*”). If the Board pays to Consultant an aggregate amount for Service Fees equal to the Aggregate Payment Limit before the Services have been completed in full then Consultant shall continue to perform Services pursuant to and in accordance with the terms and conditions of this Contract without further payment of Service Fees, until the Services are completed or this Contract is otherwise terminated in accordance with Section 5.

d. *Invoices and Payment.* No later than the 10<sup>th</sup> day of each calendar month, Consultant shall submit to the Board an invoice (each, an “*Invoice*”) for Service Fees attributable to the prior calendar month. Each Invoice shall be in a form acceptable to the Board and shall set forth a detailed listing of the Services performed by Consultant and Service Fees due to Consultant pursuant to this Contract. The Board may, prior to making any payment under this Contract, require Consultant to submit to it such additional information with respect to Services and any Invoice as the Board reasonably deems necessary. The Board shall pay the undisputed amount of each Invoice within 30 days of the Board’s approval of such Invoice or a portion thereof. If the Board disputes any Invoice or any portion thereof, the Board shall provide Consultant with written notice of the amount disputed, and the Board and Consultant shall use their respective best efforts to work together in good faith to resolve such dispute as soon as practical after delivery of such notice of dispute.

e. *Records and Right to Inspect.* Consultant shall maintain complete and accurate books and records in accordance with generally accepted accounting principles consistently applied to substantiate the Services performed and the amount of Service Fees charged hereunder, including daily logs outlining the Services performed and the time spent in performing such Services. Consultant shall preserve such records during the Term and for a period of one year after the expiration or termination of this Contract. During the Term and for a period of one year after the expiration or termination of this Contract, the Board shall have reasonable access to such records for purposes of audit, either through its own representatives or through an accounting firm or other party selected and paid by the Board.

3. SERVICE REQUIREMENTS. Consultant shall perform all Services in a professional and workmanlike manner using properly trained, licensed (if applicable) and qualified individuals, and by following and applying at all times the highest professional and technical guidelines and standards. Consultant shall perform all Services in compliance with this Contract and all applicable specifications established by the Board and with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation.

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Consultant shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all applicable rules, guidelines and requirements set forth in the Diversity Plan and the Business Opportunity Program applicable to the Program, as described in Exhibit E, including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such Diversity Plan. Consultant shall submit all forms and documents (including, without limitation, DP forms), that the Board or its independent compliance officer may request in connection with the Diversity Plan. Unless otherwise directed in writing by the Board, Consultant shall complete the Services in accordance with the schedule and time requirements set forth in Exhibit C.

4. PROPRIETARY RIGHTS. Consultant agrees that all reports, records, guidelines, policies, manuals, policies and other recorded information developed specifically in connection with the Services provided by Consultant hereunder (collectively, "**Board Materials**") shall always be and remain the property of the Board, and shall constitute Proprietary Information pursuant to Section 6.

5. TERM AND TERMINATION.

a. *Term*. The term of this Contract (the "**Term**") shall commence on the Effective Date and shall continue until completion or until earlier terminated as provided herein.

b. *Termination*. The Board may terminate this Contract (i) immediately upon written notice to Consultant if Consultant breaches any of its obligations under this Contract and fails to cure such breach within 20 days of the delivery of written notice of such breach; (ii) immediately upon written notice to Consultant upon Consultant's cessation of business, election to dissolve, dissolution or failure in business; and (iii) immediately upon written notice to Consultant upon Consultant's commission of an act of bankruptcy, general assignment for the benefit of creditors, or the filing by or against Consultant of any petition in bankruptcy or for relief under the provisions of applicable bankruptcy laws (if, with respect to any such filing against Consultant such filing is not dismissed, discontinued or stayed within 60 days of such filing). In addition, the Board may terminate this Contract without cause at any time on 30 days' prior written notice to Consultant.

c. *Obligation Upon Termination*. Upon expiration or termination of this Contract, (i) Consultant shall promptly return to the Board all Board Materials and any other material that is owned by the Board or that contains Proprietary Information (as defined in Section 6(a)); and (ii) the Board will pay to Consultant all Service Fees, that accrued prior to the termination of this Contract, and thereafter the Board shall not be responsible for paying any Service Fees or other amounts that would have been payable after the effective date of the termination. Sections 3, 4, 5, 6, 7, 8, 10, 12 and 13 of this Contract, and all other provisions of this Contract which by their nature survive, shall survive any expiration or termination of this Contract.

6. PROPRIETARY INFORMATION.

a. *Definition*. Consultant and the Board acknowledge that this Contract creates a relationship of confidence and trust with respect to all information of a confidential, proprietary or trade secret nature disclosed by or on behalf of the Board to Consultant that relates to the terms

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of this Contract, the Program or the structure, organization or operation of the Board or any other information obtained or witnessed relative to the Board or the Program in connection with Consultant providing Services hereunder ("**Proprietary Information**"). Proprietary Information shall not include (i) information generally available to the public other than by a breach of this Contract; (ii) information rightfully received by Consultant from a third party who is lawfully in possession of the same and who is not subject to a confidentiality or nonuse obligation with respect to that information; (iii) information independently developed by Consultant or its personnel provided the person or persons developing the information have not had access to the information as received from the Board; or (iv) information already known to Consultant prior to its first receipt from the Board.

b. *Confidentiality Obligations.* At all times during and after the Term, Consultant shall keep all Proprietary Information in confidence and shall not disclose such Proprietary Information to anyone or directly or indirectly use any of such Proprietary Information for Consultant's own benefit or for the benefit of any person or entity other than the Board. Upon any expiration or termination of this Contract, or upon the request of the Board, Consultant shall promptly deliver to the Board all of the Board's Proprietary Information, and Consultant shall not retain any documents or materials or copies thereof containing any such Proprietary Information. Notwithstanding the foregoing restrictions, Consultant may use and disclose any information (i) to the extent required by law (including, without limitation, public meeting and public project disclosure laws) or (ii) as necessary for it to protect its interest in this Contract, but in each case only after the Board has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

c. *Injunctive Relief.* It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Consultant of this Section 6 and that any such breach by Consultant will cause the Board great and irreparable injury and damage. Accordingly, Consultant agrees that the Board shall be entitled, without waiving any additional rights or remedies otherwise available to the Board at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach of this Section 6 by Consultant or its employees, agents or subcontractors. No remedy conferred hereunder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

7. **INSURANCE.** Notwithstanding the provisions of Section 8 of this Contract, Consultant shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to the full and final execution of this Contract by both Parties, and at any time thereafter upon the request of the Board, Consultant shall furnish to the Board certificates of insurance evidencing such insurance (with all endorsements required pursuant to this Contract). All such policies, except workers compensation and professional liability policies, shall name the Board, the District, the City, Savin Engineers, P.C., the program manager for Phase 2 (the "**Program Manager**"), Gilbane Building Company ("Gilbane"), The County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by the Board), and U.S. Bank National Association ("Trustee" or another Trustee to be named by the Board), as additional insureds on a primary and non-contributory basis, and shall incorporate a

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provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Consultant shall provide a waiver of subrogation, in a form acceptable to the Board, in favor of the District, the City, the Program Manager, Gilbane, COMIDA (or other capital bonding agency to be named by the Board), and Trustee (or other Trustee to be named by the Board), with respect to the general liability, automobile liability, excess liability and worker's compensation coverage described in Exhibit D. Upon the Board's request, Consultant will promptly provide the Board with a copy of any such policy of insurance. Consultant shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

8. INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Board, the District, the City, the Program Manager, Gilbane, COMIDA (or other capital bonding agency to be named by the Board), and Trustee (or other Trustee to be named by the Board), and their respective trustees, officers, directors, employees, agents, members (including, without limitation, Board members), legal representatives, successors and assigns (collectively, the "**Indemnified Parties**"), 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), whether direct, indirect or consequential, directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of Consultant or any of its agents, employees or subcontractors; (b) any breach by Consultant of any of its representations, warranties, covenants or obligations set forth in this Contract; (c) any violation by Consultant or any of its agents, employees or subcontractors of federal, state or local law, rule, code, standard or regulation; or (d) any actual or alleged injuries (including death) suffered by any of Consultant's agents, employees or subcontractors, or any employees or agents of Consultant's agents or subcontractors in the course of their performance or completion of any Services or upon any premises owned, leased or controlled by the Board, the District or the City, or any Program site, except to the extent caused by the negligence or willful misconduct of any Indemnified Party.

9. ASSIGNMENT AND SUBCONTRACTING. Consultant shall not assign or subcontract the whole or any part of this Contract without the Board's prior written consent. Any subcontract made by Consultant with the consent of the Board shall incorporate by reference all the terms of this Contract. Consultant will properly direct and control all of its subcontractors to which the Board may consent. Consultant will retain full responsibility for the performance and completion of every Service, whether performed or completed by Consultant or any of its subcontractors to which the Board may consent. Consultant will be liable and obligated to the Board for: (i) each Service performed or completed by, and for all acts, omissions and negligence of, Consultant's subcontractors and for all employees and agents of such subcontractors; and (ii) each of Consultant's subcontractor's compliance with each term and provision of this Contract and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards.

10. INDEPENDENT CONTRACTOR. Both Parties, in the performance of this Contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of the other Party. None of the employees or agents of one Party shall be deemed or construed to be an employee or agent of the other Party for any purpose whatsoever. Neither

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Consultant nor any of its agents or subcontractors has any authority whatsoever to obligate or bind the Board to any third party.

11. NOTICES. All notices delivered pursuant to this Contract shall be in writing and sent to the addresses on the first page of this Contract, or such other address (or facsimile number or electronic mail address) as a Party shall specify in writing, and shall be deemed validly given or served (a) upon personal delivery; (b) one day after being sent by facsimile or electronic mail with telephone confirmation of receipt; or (c) one day after being sent by a recognized express courier service that maintains records of receipt.

12. EXCUSABLE FAILURE OR DELAY. Neither Party shall be liable for delay or failure in performance hereunder if such failure or delay is due to an act of God, fire, strike, war, labor difficulty, civil or military authority, insurrection, riot or any other cause of any kind beyond such Party's reasonable control. A Party who is delayed or prevented from performing for any such cause beyond its reasonable control shall immediately notify the other Party of the cause for such delay or inability to perform and the anticipated duration of any delay.

13. GENERAL PROVISIONS. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Contract, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York. This Contract may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same contract. No waiver by a Party of any breach by the other Party of any of the provisions of this Contract shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. This Contract constitutes the entire contract between Consultant and the Board with respect to the subject matter hereof, and supersedes all other prior contracts, whether oral or written, between the Parties with respect to the subject matter hereof. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties. The Parties agree to do or cause to be done all acts or things necessary to implement and give effect to this Contract. If any term or provision of this Contract shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

[signature page follows]

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IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Contract on the date first set forth above.

ROCHESTER JOINT SCHOOLS  
CONSTRUCTION BOARD

By \_\_\_\_\_  
Allen Williams, RJSCB Chair

[ \_\_\_\_\_ ]

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

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Following is the scope of DSG Consultant’s services (Services) required for the designated Phase 2 projects (collectively, the “project”).

#### **1.0 SCOPE OF SERVICES**

The DSG Consultant shall provide a full range of professional consulting services to assist the Rochester City School District (the “District”), the RJSCB Program Manager, and the RJSCB’s Architects in establishing planning requirements and design criteria. These services include, but are not limited to:

- Updating the District “Design Standards for Technical Specifications”.
- Research/update as appropriate current products, assemblies, installation procedures, and governing standards consistent with the quality and operation and maintenance preferences of the RCSD.
- Organizing the updated technical specification standards in accordance with the latest Construction Specifications Institute (CSI) MasterFormat Divisions.
- Assisting the Program Manager in rolling out (presentation and distribution) of the new updated design and technical standards for use by the Phase 2 Architects.

The directory below is provided as a guide for CSI Divisions:

00	All RSMP Division Zeros	00 00 00	Cover Sheet
	All RSMP Special Requirements	00 00 00	Table of Contents
01	General Requirements	01 00 00	Site Development Design Considerations
	General Requirements	01 00 30	Definitions
	General Requirements	01 25 00	Substitution Procedures
	General Requirements	01 41 00	NYSED 155.5 Regulations
	General Requirements	01 41 00	Reference Standards
	General Requirements	01 42 00	Abbreviations and Acronyms
	General Requirements	01 77 19	Project Close Out
	General Requirements	01 77 19	Equipment Designations
	General Requirements	01 77 19	Data Collection Sheets
	General Requirements	01 78 36	Warranties and Maintenance Contractss
	General Requirements	01 80 00	Performance Requirements Energy Conservation
	General Requirements	01 81 00	Facility Performance Sustainability Guidelines
	General Requirements	01 81 13	Sustainability Design Checklist
	General Requirements	01 91 00	Building Systems Commissioning
02	Existing Conditions	02 26 00	Asbestos and Lead Paint
	Existing Conditions	02 26 00	Asbestos Notice To Contractors
	Existing Conditions	02 26 00	Asbestos Contractor Certification Form
	Existing Conditions	02 42 00	Demolition
03	Concrete	03 30 00	Cast-In-Place Concrete

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04	Masonry	04 20 00	Masonry
05	Metals	05 50 00	Metal Fabrications
06	Wood, Plastics, and Composites	06 10 00	Rough Carpentry
	Wood, Plastics, and Composites	06 20 00	Finish Carpentry
	Wood, Plastics, and Composites	06 41 00	Interior Architectural Woodwork
07	Thermal and Moisture Protection	07 00 00	Thermal and Moisture Protection
	Thermal and Moisture Protection	07 10 00	Waterproofing
	Thermal and Moisture Protection	07 27 00	Air Barrier Systems
	Thermal and Moisture Protection	07 31 00	Asphalt Shingle Roofing
	Thermal and Moisture Protection	07 50 00	Membrane Roofing
	Thermal and Moisture Protection	07 56 00	Fluid-Applied Roofing
	Thermal and Moisture Protection	07 60 00	Flashing and Sheet Metal
	Thermal and Moisture Protection	07 61 00	Sheet Metal Roofing
08	Openings	08 11 00	Hollow Metal Interior Doors and Frames
	Openings	08 14 00	Wood Doors
	Openings	08 30 00	Special Doors
	Openings	08 40 00	Aluminum Entrances
	Openings	08 50 00	Metal Windows
	Openings	08 71 00	Finish Hardware
	Openings	08 71 00	Finish Hardware
	Openings	08 80 00	Glazing
09	Finishes	09 20 00	Gypsum Plaster and Wallboard
	Finishes	09 30 00	Tile Work Thresholds Window Sills
	Finishes	09 51 00	Acoustical Panel Ceilings
	Finishes	09 64 00	Wood Flooring
	Finishes	09 65 00	Resilient Flooring
	Finishes	09 68 00	Carpet
	Finishes	09 72 00	Wallcovering
	Finishes	09 90 00	Painting
10	Specialties	10 11 00	Dry Erase Boards and Tackboards
	Specialties	10 11 00	Dry Erase Board and Tackboards
	Specialties	10 14 00	Identifying Devices
	Specialties	10 14 00	Interior Signage
	Specialties	10 14 00	Sign Types
	Specialties	10 14 00	School Identification Sign
	Specialties	10 14 16	Dedication Plaque
	Specialties	10 14 16	Dedication Plaque
	Specialties	10 21 13	Toilet Partitions
	Specialties	10 22 00	Operable Wall Partitions
	Specialties	10 22 00	Operable Panel Partitions
	Specialties	10 28 13	Toilet Accessories
	Specialties	10 44 00	Fire Extinguishers and Cabinets
	Specialties	10 51 00	Lockers
	Specialties	10 83 00	Flags and Banners



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11	Equipment	11 40 00	Food Service Equipment
	Equipment	11 50 00	Educational Scientific Equipment
	Equipment	11 53 00	Laboratory Equipment and Casework
	Equipment	11 61 00	Stage Equipment
	Equipment	11 61 00	Elementary Stage Equipment
	Equipment	11 61 00	Middle School Stage Equipment
	Equipment	11 61 00	High School Stage Equipment
	Equipment	11 66 00	Athletic Equipment
	Equipment	11 68 13	Playgrounds and Playground Equipment
	Equipment	11 68 13	Specifications for General Play Equipment
	Equipment	11 82 00	Solid Waste Handling Equipment
	Equipment	11 95 00	Kiln
12	Furnishings	12 20 00	Window Treatments and Stage Curtains
	Furnishings	12 20 00	Window Treatments
	Furnishings	12 30 00	Laminate Clad Casework
	Furnishings	12 30 00	Laminate Clad Casework
	Furnishings	12 61 00	Fixed Auditorium Seating
	Furnishings	12 66 00	Telescoping Bleachers
13	Special Constructions	13 34 13	Greenhouses
	Special Constructions	13 34 16	Grandstands and Bleachers
14	Conveying Equipment	14 24 00	Hydraulic Elevators
	Conveying Equipment	14 24 00	Hydraulic Elevators Affidavit
21	Fire Suppression	21 00 00	General Fire Suppression Requirements
22	Plumbing	22 00 00	General Plumbing Requirements
	Plumbing	22 05 23	Plumbing Valves
	Plumbing	22 05 29	Plumbing Supports and Anchors
	Plumbing	22 05 53	Plumbing Identification
	Plumbing	22 07 00	Plumbing Insulation
	Plumbing	22 11 00	Potable Water and Fire Water Systems
	Plumbing	22 11 16	Domestic Water Piping
	Plumbing	22 13 00	Sewage Disposal
	Plumbing	22 13 16	Drainage and Vent Systems
	Plumbing	22 14 13	Storm Drainage Pipe & Fittings
	Plumbing	22 40 00	Plumbing Fixtures
23	Heating, Ventilation, and Air Conditioning	23 00 00	General Mechanical Requirements
	Heating, Ventilation, and Air Conditioning	23 00 00	Mechanical Design Reporting
	Heating, Ventilation, and Air Conditioning	23 08 00	HVAC Commissioning
	Heating, Ventilation, and Air Conditioning	23 09 00	Building Automation System
	Heating, Ventilation, and Air Conditioning	23 09 93	Sequence of Operation
	Heating, Ventilation, and Air Conditioning	23 11 23	Natural Gas Systems
	Heating, Ventilation, and Air Conditioning	23 20 00	HVAC Piping Systems
	Heating, Ventilation, and Air Conditioning	23 31 00	Ductwork
	Heating, Ventilation, and Air Conditioning	23 35 00	Dust Collection
	Heating, Ventilation, and Air Conditioning	23 37 00	Diffusers and Grilles

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	Heating, Ventilation, and Air Conditioning	23 65 00	Cooling Towers
	Heating, Ventilation, and Air Conditioning	23 73 00	AHUs and FCUs
	Heating, Ventilation, and Air Conditioning	23 82 23	Vertical Classroom Unit Ventilators
26	Electrical	26 05 00	Electrical Work
	Electrical	26 05 13	Wires and Cables
	Electrical	26 05 33	Conduit
	Electrical	26 05 83	Electrical Connections To Equipment
	Electrical	26 05 83	Electrical Connections to Equipment Detail
	Electrical	26 05 83	Pulse Relay Detail
	Electrical	26 24 00	Panelboards
	Electrical	26 24 00	Panelboard Working Space Requirements
	Electrical	26 50 00	Lighting
	Electrical	26 50 00	Lighting Level Table
27	Communications	27 00 00	Telephone Data Systems
	Communications	27 00 00	MDF Room
	Communications	27 00 00	IDF Room
	Communications	27 00 00	Modular Unit Details
	Communications	27 00 00	Classroom Teaching Wall Elevation
	Communications	27 00 00	Security Camera Detail
	Communications	27 00 00	MDF Room Grounding System
	Communications	27 00 00	Recessed Switch Enclosure
	Communications	27 00 00	Switch Enclosure
	Communications	27 00 00	Switch Enclosure Arrangement New Construction
	Communications	27 00 00	Grounding Bar
	Communications	27 00 00	MDF Room Rack Layout
	Communications	27 00 00	IDF Room Rack Layout
	Communications	27 00 00	Hub Cabinet Detail
	Communications	27 00 00	Switch Enclosure Detail
	Communications	27 00 00	Hub Cabinet Detail
	Communications	27 00 01	Technology Installation Guidelines
	Communications	27 00 01	Sample MDF Fiber Station Record
	Communications	27 00 01	Sample MDF Fiber Feeder Record
	Communications	27 00 01	Sample MDF Voice Station Cable Record
	Communications	27 00 01	Sample MDF Voice Feeder Record
	Communications	27 00 01	Sample MDF Voice Feeder Record
	Communications	27 00 01	Sample MDF Data Station Record
	Communications	27 00 01	Sample MDF Technology Installation Schedule
	Communications	27 00 01	Sample MDF
	Communications	27 41 00	Integrated Audio/Video Systems
	Communications	27 41 16	Elementary School Sound System
	Communications	27 41 33	MATV or IPTV System
	Communications	27 41 33	Standard Cable TV Diagram
	Communications	27 51 00	Intercom and Public Address Systems
	Communications	27 53 13	Wireless Master Clock System

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28	Electronic Safety and Security	28 10 00	Security Systems
	Electronic Safety and Security	28 10 00	Security Systems Door Cameras
	Electronic Safety and Security	28 10 00	Security Systems CCTV Sub-Master Station
	Electronic Safety and Security	28 10 00	Security Systems CCTV Master Station
	Electronic Safety and Security	28 13 00	Access Control System
	Electronic Safety and Security	28 16 19	Intrusion Detection System
	Electronic Safety and Security	28 23 00	CCTV Video Management
	Electronic Safety and Security	28 23 00	CCTV Fixed Mini Domes
	Electronic Safety and Security	28 31 00	Point Addressable Fire Alarm Systems
31	Earthwork	31 25 00	Slope Protection And Erosion Control
	Earthwork	31 31 16	Termite Control
32	Exterior Improvements	32 10 00	Walkway Road And Parking Paving
	Exterior Improvements	32 10 00	Boundary Map
	Exterior Improvements	32 18 00	Athletic Paving And Surface
	Exterior Improvements	32 31 00	Fencing
	Exterior Improvements	32 31 13	Chain Link Fencing Specification and Installation
	Exterior Improvements	32 80 00	Irrigation System
	Exterior Improvements	32 92 00	Grass Seeding
	Exterior Improvements	32 93 00	Landscape Planting
33	Utilities	33 11 16	Water Utility Distribution Piping
	Utilities	33 30 00	Sanitary Sewerage Utilities
	Utilities	33 41 00	Storm Utility Drainage Piping
	Utilities	33 49 00	Sanitary Piping

The DSG Consultant shall:

- Cooperate with the RJSCB, Program Manager, the District, City of Rochester, and the Architects, Engineers, Construction Managers, and Contractors retained by the Board for the Phase 2 projects.
- Understand the District’s project specifications/requirements.
- Provide qualified personnel.
- Keep records and submit reports.

When requested by the RJSCB by the Program Manager and the RJSCB, the DSG Consultant agrees to perform additional services in accordance with the terms and conditions of this Contract.

**2.0 SCHEDULE, DELIVERABLES, and MEETINGS**

The DSG Consultant shall prepare a working schedule for RJSCB review and comment on proposed meetings, progress reports, etc. necessary for the orderly development of the agreed deliverables. The DSG Consultant will be responsible for the preparation of all meeting notes including agenda, key issues, open items, ball-in-court, decisions needed, interim approvals, and schedule status.

**3.0 RECORDS AND REPORTS**

All reports shall be formatted per direction of the Program Manager or the Executive Director.

**4.0 DISTRIBUTION OF REPORTS**

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The DSG Consultant shall submit all progress, Initial and Final Draft Reports as a basic service to the Program Manager and the Executive Director for review.

**5.0 COMMUNICATION**

The DSG Consultant shall communicate with all Phase 2 design team members and with the District's Facilities Department, but shall report to the Program Manager.

**6.0 COMMITMENT**

The RJSCB expects that team members brought forward by DSG Consultant as part of the proposal process will be assigned to the project through completion. The RJSCB expects that the staff will respond in a timely manner.

**7.0 BILLING PROCEDURES**

**Invoicing:** The DSG Consultant services as indicated herein will be reimbursed on a unit cost/hourly rate basis up to the aggregate payment limit set forth in the Contract. Additional services may be authorized, if necessary, with advance notification from the RJSCB and approval by the Executive Director. The DSG Consultant is to submit invoices on a monthly basis, with the invoice indicating the project name, with the names and hourly rates of each employee, and shall include the completed DP-3 form (see Attachment B to the Request for Proposal).

**Reimbursable Expenses:** Mileage expenses for local travel to job sites within the District are non-reimbursable expenses.

**8.0 PROPOSED SCHEDULE MILESTONES**

The DSG Consultant will begin work immediately upon contract award by the RJSCB, anticipated for December 13, 2016. The DSG Consultant will prepare a Proposed Initial Schedule as part of this Proposal as a basis of understanding of the tasks / deliverables for discussion with RJSCB.

The DSG Consultant will meet with the District Facilities Design Group for a "kick-off" meeting to review project scope, gather input and ideas from the District staff and members of the RSMP Team.

The project consists of three sequential major Activities, with the overall/final draft report completed on or before February 15, 2017. Each Activity is outlined below:

Activity 1:

- The DSG Consultant collects background information from the District Facilities Design Group and RSMP Staff including but not limited to current District Design Standards and the RJSCB Phase II Master Plan.
- The DSG Consultant will become familiarized with all documents collected from the District Facilities Design Group and RSMP staff.
- The DSG Consultant shall meet with the District's Facilities Director and his designees, the RSMP Program Manager, and the RJSCB Consultants to collect additional information on the Phase II program.

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- The effort to update the District Design Standards shall align with the approved phase II Master Plan. The DSG Consultant will review the Master Plan and become familiar with the recommendations, issues, and concerns mentioned in the master plan document.
- The DSG Consultant shall submit Progress Reports as required.

Activity 2:

- The DSG Consultant will prepare an initial draft document based on the feedback received from the District's Facilities Director and his designees, the RSMP Program Manager, and the RJSCB Consultants.
- After the first review, the DSG Consultant will advance the initial draft based on the feedback received from the District's Facilities Director and his designees, the RSMP Program Manager, and the RJSCB Consultants.
- The DSG Consultant will review the initial draft with all Phase 2a Architects and Construction Managers to receive additional input and make recommendations in preparation of the design development documents.
- The DSG Consultant shall submit Progress Reports as required.

Activity 3:

- After the second review, the DSG Consultant will finalize the design standards manual based on the feedback received from the District's Facilities Director and his designees, the RSMP Program Manager, and the RJSCB Consultants.
- The DSG Consultant shall submit Progress Reports as required.
- The DSG Consultant will prepare a Final Report and issue the updated District Design Standards in hard copy and flash drive to the Program Manager and the RCSD Facilities Design Group.



## **EXHIBIT C**

### **SCHEDULE FOR SERVICES**

The DSG Consultant will begin work immediately upon contract award by the RJSCB, anticipated for December 13, 2016, and is anticipated to deliver a draft Final Report by February 15, 2016. The design and construction schedule below is for all Phase 2 schools that will benefit from the Design Standards Guide:

#### **Preliminary Phase 2 schedule:**

<b>Project Name</b>	<b>Design Schedule</b>	<b>Construction Start</b>	<b>Construction Complete</b>
Monroe High School (Part A)	2015	2016	2017
School 7	2016	2017	2018
School 16	2016	2017	2018
East Campus	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

## **EXHIBIT D**

### **INSURANCE REQUIREMENTS**

The DSG Consultant shall obtain 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



## **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 Disadvantaged 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;

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- 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.