



REQUEST FOR PROPOSALS

INSURANCE AND BOND DOCUMENT REVIEW SERVICES FOR PHASE 2

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

**ISSUE DATE:
July 19, 2016**



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



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

REQUEST FOR PROPOSALS

Date: July 19, 2016

To: Insurance Document Review Service Firms

From: Rochester Joint Schools Construction Board

Project Title: Insurance and Bond Document Review Services

Send Proposals to:

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

Contact:

trenauto@aol.com

	RFP SCHEDULE	DATES
1.	<u>RJSCB</u> issuance of the Request for Proposals	July 19, 2016
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.	July 26, 2016 (Noon)
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	July 28, 2016 (5:00 PM)
4.	Submittal Deadline for Proposals.	August 2, 2016 (Noon)
5.	Interviews with Short Listed Service Providers (anticipated).	Week of August 15, 2016
6.	Award (anticipated).	August 23, 2016

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

ATTACHMENTS:

- Attachment A: Fee Submittal Form
- Attachment B: DP Forms:
 - Form DP-3: Employment Utilization Report (with Instructions)
 - Promise of Non-Discrimination
- Attachment C: Preliminary Phase 2 Schedule
- Attachment D: Insurance Review Form (sample)

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Attachment E: Bond Review Form (sample)

Attachment F: Proposer's Certification of Compliance with Iran Divestment Act

Attachment G: Form of Consulting Services Agreement

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

Exhibit A - Scope of Services

Exhibit B – Schedule of Services

Exhibit C – Cost of Services

Exhibit D – Insurance Requirements

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

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1.0 PURPOSE OF REQUEST FOR PROPOSAL

The **Rochester Joint Schools Construction Board** (“RJSCB”) on behalf of the Rochester City School District (“RCSD”) seeks the professional services of an insurance consultant, insurance agent, or insurance underwriter with expertise in various phases of design and construction of public school buildings and or public works projects (the “Consultant”) to provide insurance and bond document review services and related services, as more particularly described in this RFP (collectively, the “Services”).

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

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

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

It is anticipated the selected Consultant will review insurance and bond documents submitted by other professional services providers, vendors and contractors for the compliance of those documents with the established insurance and bond requirements for the program. The Services shall include but not be limited to: evaluation of submitted insurance certificates and policies for compliance with the coverage and limits set by the RJSCB and its agents.

The Phase 2 Master Plan, approved by the Board of Education, the City of Rochester and the RJSCB, submitted to the NYS Education Department 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

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- Martin B. Anderson School, No. 1
- Monroe High School, “Part B”
- Edison Technology Campus
- Dag Hammerskjold School No. 6
- Dr. Walter Cooper Academy School No. 10
- George Mather Forbes School No. 4
- Clara Barton School No. 2
- The Flower City School No. 30/54
- District Wide Technology (DWT) 2a and 2b

Business Opportunity Program

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

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

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

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

All Services will be provided in accordance with the governing laws of the State of New York, the New York State Education Department, the City of Rochester, 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 approximately 50 buildings. The RCSD currently employs approximately 7,500 employees.

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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 Projects (School 12 and Monroe High School) are currently under construction and are scheduled to be completed in the summer of 2016.

It is anticipated that the Phase 2 Master Plan will receive approval from the New York State Education Department in the summer of 2016. In parallel to the Master Plan work, the District authorized the RJSCB to begin design work on two “Early Start” Phase 2 projects: East High School and Monroe High School. Starting design work at these projects is critical in order to support the District’s new program strategy and delivery model at East High School and to connect the Phase 1 and Phase 2 projects at Monroe High School. The students at Monroe High School are currently in swing space during implementation of Phase 1 project at Monroe. In addition, Architectural services for Schools No. 7 and No. 16 have been awarded, which will complete the “2a” group of projects. The RJSCB has recently submitted the construction documents for Monroe High School “Part A” to The New York State Education Department and is expecting to receive approval in the summer of 2016.

4.0 SCOPE OF SERVICES

The Consultant selected to provide Services for Phase 2 of the RSMP must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Insurance and Bond Document Review Services for the Project.

The Consultant and its personnel must maintain required professional licenses and registration throughout the life of the contract with the RJSCB.

Performance Requirements

Upon 24-hours’ notice from the Executive Director, Program Manager, or Construction Manager on behalf of the RJSCB for the RSMP the Consultant shall respond to a request to perform review and evaluation of insurance and/or bond documents.

The Consultant may be required to evaluate supporting documentation for multiple agreements and/or render its written professional assessment for multiple types of vendor agreements on various project assignments within a 72-hour period. The Consultant shall submit a report of each review or similar service to the Executive Director, Program Manager, or Construction Manager acting on its behalf.

The RJSCB expects that team members identified in the Consultant’s proposal will be assigned to perform the Services through completion of Phase 2. The RJSCB expects that the staff will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Owner in a timely manner.

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Scope of Services: All Services shall be provided by qualified personnel. Qualifications shall be demonstrated by the possession of current New York State Certifications or licenses as required. The Consultant shall perform the following Services:

- Review ratings of insurance carriers proposed by contractors and consultants.
- Verify coverage limits meet the minimum requirements of the project.
- Review “per project” and “primary” “non-contributory” language in the policies submitted by the contractors and consultants.
- Verify that all “additional insureds” are included on the policy and correctly identified.
- Track policy effective start and end dates. Notify the Program Manager and Construction Manager in advance of a contractor or consultant’s policy lapse.
- Track/identify any policy cancellations by contractors and consultants.
- Review policy language for deductibles, riders, or endorsements. Report any deficiencies or risk to the Program Manager and Construction Manager associated with these types of items.
- Provide claims review assistance as necessary.
- Complete insurance and bond review checklist forms (see Attachment D).
- Review all Performance Bonds and Labor and Material Payment Bonds provided by contractors and consultants, including the completion of the bond review checklist forms (see Attachment E).
- Verify that insurance carriers are Licensed and Admitted in NYS.
- Advise the Owner on regulatory compliance with the New York State regulatory guidelines.
- Advise the Owner on the appropriate forms of insurance for risk management of exposures associated with professional services relating to design and construction.
- Advise the Owner on the appropriate forms of insurance for risk management of exposures associated with construction services.
- Advise the Owner on the as to appropriate forms of insurance for risk management of exposures associated with the storage of materials and equipment for use in the RSMP projects.

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- Provide for Consultant's "key staff" to provide periodic training/instruction/support activities related to the Board's BOP initiative.

The effective duration of agreements for professional services and construction affected by the Services is scheduled to occur between September 1, 2016 and August 31, 2021. Those submitting a proposal shall take this schedule into account when preparing the proposal. The specific timing varies by school.

The Consultant may perform its Services electronically, but shall on occasion be required to meet in person directly with the Executive Director, the Program Manager or the Construction Manager behalf of the Owner.

5.0 PROPOSAL REQUIREMENTS:

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

General:

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

Cost Proposal:

- Provide hourly rates for all required personnel.
- Provide a detailed listing and estimated costs associated with any anticipated equipment, disposables, and reimbursable expenses.
- Provide an overall estimate for the total cost of providing the Services for Phase 2 of the RSMP. The Consultant will then bill the RJSCB on an hourly basis every month and the overall estimate will be a not-to-exceed number.

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

Each proposer must include in its proposal its acknowledgment and acceptance that Services not listed in the "scope of services" may be required during the effective duration of agreements being support by the Services.

Billing Procedures:

- The Consultant, including but not limited to personnel and sub-consultants will bill on an hourly basis up to the not-to-exceed number as set forth in the proposal.

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- The Consultant shall submit invoices on a monthly basis, with the invoice indicating the job name, with the name, number, and dates of Services performed, and shall include Diversity Plan DP-3 and DP-3a forms.

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

General information to be provided for all reports generated includes the following: See Attachment D: Insurance Review Form (sample) and Attachment E: Bond Review Form (sample)

- Project name and number
- Date of review
- Type of policy being reviewed
- Name of reviewer
- Reference to applicable standard
- Summary of observations, results, and recommendations

7.0 DISTRIBUTION OF REPORTS

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

8.0 COMMUNICATION

The Consultant shall immediately notify the Program Manager and the Construction Manager on behalf of the Owner by telephone and via e-mail of non-compliant policies or lapses in coverage.

9.0 OWNER RESPONSIBILITIES

The Owner will provide the Consultant with copies of insurance and bond documents presented by the contractors and consultants for review. The Owner will provide the project requirements for insurance and bonds to the Consultant for their use.

10.0 CONTRACTOR RESPONSIBILITIES

Contractor shall cooperate with the Consultant and its agents so accurate review and evaluation of insurance and surety documents may be performed without hindrance.

Contractor shall notify the Program Manager, the Construction Manager, and the Consultant at least

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24 hours in advance of any changes to its policies or surety instruments.

The Consultant's Services shall not relieve the professional services providers, consultants, or contractors of their obligation to comply with the type and levels of insurance coverage required by the RSMP.

11.0 RFP REVIEW CRITERIA

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

- Relevant Insurance underwriting and surety experience over the past 10 years.
- Location of business operations for team members in the greater Rochester area.
- If partnering with another firm or consultant, whether the team members have worked together on previous projects.
- Specific team members assigned to the project along with their professional background, experience and qualifications.
- References received on behalf of the firm as well as for the individual project team members.
- Quality of work performed previously by the firm in the greater Rochester area (if any) according to the criteria below. Please specify projects and provide information where applicable including the name of a knowledgeable owner contact.
- Ability to meet the goals set forth in the Diversity Plan.

Performance Criteria:

- Document Quality (i.e. Completeness, Accuracy, Coordination of Disciplines)
- Adherence to the Owner's Standards
- Flexibility to the Owner's Changes
- Adherence to the Project Schedule

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

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12.0 SUBMITTAL REQUIREMENTS/RESPONDING TO THE RFP

12.1 Submission. Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the RJSCB located at 1776 North Clinton Avenue, Rochester, NY 14621; Attention: Mr. Thomas Renauto, Executive Director, no later than Noon on **August 2, 2016**.

12.1.2 The RJSCB reserves the right to award to multiple firms at the recommendation of the Program Manager. All of the Services described in the scope of services shall be required of the selected and assigned firm(s).

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

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

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

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

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

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

- Name of Proposer
- Permanent Main Office Address
- Date of Organization
- Legal form of ownership. If a corporation, date of incorporation
- 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 Request for Proposal are currently, or have previously been provided. Include for each client:

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- Name of Organization
 - Appropriate gross cost of agreement
 - Date services started
 - Services being provided
 - Responsible official, address and telephone number of person available as a reference.
- Have you ever failed to complete any work awarded to you? If so, where and why?
 - Have you ever defaulted on a contract? If so, where and why?
 - Describe any pending litigation or other factors that could affect your organization's ability to perform this agreement.
 - 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.

12.3 Sample Reports. Examples/samples of the firm's deliverables for the following should be included in the RFP: Sample report(s), and a Deficiencies Report.

12.4 Fee Proposal. Refer to the schedule attached for hourly rates.

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

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

13.0 INSURANCE REQUIREMENTS

13.1 Insurance Policies: The Consulting Services Agreement for the Services (see Attachment G) 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

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Personal and Advertising injury:	\$ 1,000,000
Fire Damage Legal Liability:	\$ 300,000
Medical Payments, any one person:	\$ 10,000
<u>Business Automobile:</u>	\$1 million per accident
<u>Professional Liability Insurance:</u>	\$1 million per claim / \$2,000,000 aggregate
<u>Workers' Compensation:</u>	Statutory amount
<u>Employer's Liability:</u>	\$ 500,000
<u>Excess/Umbrella</u> (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' 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: Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Savin Engineers, P.C. Gilbane Building Company, the County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by RJSCB), and U.S. Bank National Association (or another Trustee to be named by the RJSCB). A waiver of subrogation in favor of Rochester Joint Schools Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Savin Engineers, P.C. Gilbane Building Company, the County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by RJSCB), and U.S. Bank National Association (or another Trustee to be named by the RJSCB).; applies to general liability; automobile liability; umbrella and worker's compensation (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent - to be attached to certificate). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. Policies shall include a 30 day notice of cancellation to Rochester Joint Schools Construction Board (RJSCB). Copies of all other endorsements to be attached to the certificate.

*** If a proposer does not have the above limits and endorsements in their current insurance coverage, and to do so would cost additional premium, proposers should indicate specifically what the limit or endorsement is and what the cost will be to add it in their submission in response to this RFP.**

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Indemnification & Hold Harmless: The selected firm will be required to indemnify, defend and save harmless the RJSCB, the City of Rochester, the Rochester City School District, Savin Engineers P.C., Gilbane Building Company, the County of Monroe Industrial Development Agency (“COMIDA” or another capital bonding agency to be named by RJSCB) and U.S. Bank National Association (or another Trustee to be named by the RJSCB) and their officers, agents, and employees as set forth in the indemnity provision in the form of Consulting Services Agreement attached as Attachment G.

14.0 INTERVIEW/SELECTION PROCESS

Proposals will be reviewed, evaluated, and scored by a panel composed of RSMP and RJSCB staff, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time and location. It is anticipated that firms will be notified by **5:00 p.m. on August 5, 2016** regarding interviews, which are **anticipated for the week of August 15, 2016**.

After the interviews have taken place, the firm(s) will be contacted regarding contract execution. Final selection of the firm(s) is expected to occur at a special meeting of the RJSCB on **August 23, 2016**.

15.0 QUESTIONS

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

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to Mr. Thomas Renauto at trenauto@aol.com by the **Noon on July 26, 2016**. Submitted questions and answers will be provided to all solicited firms via email by Addendum by **5pm on July 28, 2016** barring any unforeseen circumstances.

16.0 EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP)

EQUAL OPPORTUNITY

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

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

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

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

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

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

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

BUSINESS OPPORTUNITY PROGRAM (BOP)

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

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

BOP Allowance

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

17.0 PROCUREMENT PROCESS

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

Procurement Officer:	Mr. Thomas Renauto Executive Director Rochester Joint Schools Construction Board 1776 North 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 a joint bid, each party thereto certifies as to its own organization, under penalty of perjury that to the best knowledge and belief:

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

**Request for Proposals:
Insurance & Bond Document Review Services**

APPENDIX B

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

Background:

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

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

Instructions:

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

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APPENDIX C

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

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

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

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

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

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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)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement

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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: _____

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ATTACHMENT A

FEE SUBMITTAL FORM

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

TOTAL WRITTEN VALUE: _ _____ (DOLLARS)

Fee Breakdown by Project

Phase 2a Schools	Fee (\$)
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 Hammarskjold School No. 6	
Dr. Walter Cooper Academy School No. 10	
George Mather Forbes School No. 4	
Clara Barton School No. 2	
The Flower City School No. 30/54	
DWT 2a and DWT2b	
Total	

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

_____ Authorized Signature

Hourly Rates

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

ATTACHMENT B

DIVERSITY PROGRAM (“DP”) FORMS

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

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

2. 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.

3. PROMISE OF NON-DISCRIMINATION

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

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

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.)

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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 MWP-3 has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
13. *Date Signed:* - indicate date signed by reporting company official.
14. *Page:* - indicate page number and total number of pages submitted. Attached as many pages as necessary.

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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. Reporting contractor is a () 1st Tier - or - (X) Lower Tier contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:											
Project Goals :										MBE – 17%		WBE – 10%		DBE – 3%		SBE – 3%					
5. POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black not of Hispanic Origin (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total Number of Employees		10. Total Number of Minority Employees					
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F				
Grand Total																					
Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted Project site during the above noted month.																					
1. Reporting Company Official's Printed Name and Title										12. Reporting Company Official's Signature				12. Date Signed		13. Page					
_____										_____				____ / ____ / ____		____ of ____					

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 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

Project Name	Design Schedule	Construction Start	Construction Complete
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
DWT 2a and 2b	2016/2017	2016	2021

ATTACHMENT D

SAMPLE INSURANCE REVIEW FORM

TO: _____

EMAIL ADDRESS: _____

PROJECT NAME: _____

CONTRACTOR: _____

	<u>Acceptable</u>	<u>Not Acceptable</u>
Insured Licensed in NYS	_____	_____
AM Best Rating	_____	_____
Per Project Aggregate	_____	_____
Contractual	_____	_____
General Liability Limits	_____	_____
Automobile Limits	_____	_____
Umbrella Limits	_____	_____
Workers Comp	_____	_____
Additional Insureds	_____	_____

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Primary & Non-contributing _____

Additional Insured Form _____

Waiver of Subrogation _____

30 Day Notice of Cancellation _____

Certificate Holder _____

Additional Comments: _____

Reviewed By: _____ **Dated:** _____

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**ATTACHMENT E
SAMPLE BOND REVIEW FORM**

TO: _____
FAX NO.: _____
BOND NO.: _____
PROJECT NAME: _____
CONTRACTOR: _____
CONTRACT DATE: _____
CONTRACT AMOUNT: _____

	<u>Acceptable</u>	<u>Unacceptable</u>
Surety	_____	_____
Power of Attorney	_____	_____
Date	_____	_____
Attorney-In-Fact	_____	_____
Bond Form/Rider	_____	_____
Acknowledgment/Witness Signature	_____	_____
Surety Financial	_____	_____

Comments: _____

Reviewed By: _____ **Dated:** _____

ATTACHMENT F

**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 G
CONSULTING SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (this "**Agreement**"), 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 analyzing insurance and bond documents 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 Agreement.

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 review and analyze insurance and bond documents 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 Agreement. As used in this Agreement, "Phase 2" means the portion of the Program described in the Enabling Legislation as Phase Two. Unless the context requires otherwise, references in this Agreement 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.

2. **PAYMENT FOR SERVICES.**

a. **Service Fees.** Subject to the terms and conditions of this Agreement (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**").

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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 Agreement 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 Agreement 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 Agreement without further payment of Service Fees, until the Services are completed or this Agreement is otherwise terminated in accordance with Section 5.

d. Invoices and Payment. No later than the 10th 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 Agreement. The Board may, prior to making any payment under this Agreement, 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 Agreement. During the Term and for a period of one year after the expiration or termination of this Agreement, 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 Agreement 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. 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 B.

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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 Agreement (the "**Term**") shall commence on the Effective Date and shall continue until August 31, 2021 or until earlier terminated as provided herein.

b. *Termination.* The Board may terminate this Agreement (i) immediately upon written notice to Consultant if Consultant breaches any of its obligations under this Agreement 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 Agreement without cause at any time on 30 days' prior written notice to Consultant.

c. *Obligation Upon Termination.* Upon expiration or termination of this Agreement, (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 Agreement, 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 Agreement, and all other provisions of this Agreement which by their nature survive, shall survive any expiration or termination of this Agreement.

6. PROPRIETARY INFORMATION.

a. *Definition.* Consultant and the Board acknowledge that this Agreement 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 of this Agreement, 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 Agreement; (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

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any person or entity other than the Board. Upon any expiration or termination of this Agreement, 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement). 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, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), as additional insureds on a primary and non-contributory basis, and shall incorporate a 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 Savin Engineers P.C., Gilbane Building Company, The County of Monroe Industrial Development Agency (or other capital bonding agency to be named by the Board), and US Bank National Association (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.** Consultant agrees to indemnify, defend and hold harmless the Board, the District, the City, Savin Engineers P.C., , Gilbane Building Company, The County of Monroe Industrial Development Agency (or other capital bonding agency to be named by the Board), and U.S. Bank National Association (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) directly or indirectly relating to, arising from or in connection with: (a) any actual or

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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 Agreement; or (c) 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 Agreement 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 Agreement. 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 Agreement and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards.

10. **INDEPENDENT CONTRACTOR.** Both Parties, in the performance of this Agreement, 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 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 Agreement shall be in writing and sent to the addresses on the first page of this Agreement, 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 Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a Party of any breach by the other Party of any of the provisions of this Agreement 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 Agreement constitutes the entire agreement between Consultant and the Board with respect to the subject matter hereof, and

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supersedes all other prior agreements, whether oral or written, between the Parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement 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 Agreement on the date first set forth above.

ROCHESTER JOINT SCHOOLS
CONSTRUCTION BOARD

By _____
Thomas Richards, Chair

[_____]

By: _____
Name: _____
Title: _____

**EXHIBIT A
SCOPE OF SERVICES**

Following is the scope of the Services for Phase 2 of the Program:

Consultant must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Services for the Program.

Consultant (and individuals employed by Consultant) must maintain required professional licenses and registration throughout the Term of the Agreement.

1.0 Performance Requirements

Upon 24-hours' notice from the Executive Director, Program Manager, or Construction Manager on behalf of the Board, Consultant shall respond to a request to perform review and evaluation of insurance and/or bond documents.

Consultant may be required to evaluate supporting documentation for multiple agreements and/or render its written professional assessment for multiple types of vendor agreements on various project assignments within a 72-hour period. Consultant shall submit a report of each review or similar service to the Executive Director, Program Manager, or Construction Manager acting on its behalf.

The Board expects that Consultant's team members will be assigned to the Program through completion. The Board expects that Consultant will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Board in a timely manner.

Scope of Services: All Services shall be provided by qualified personnel. Qualifications shall be demonstrated by the possession of current New York State Certifications or licenses as required. Consultant shall perform the following Services:

- 1) Review ratings of insurance carriers proposed by contractors and consultants.
- 2) Verify coverage limits meet the minimum requirements of the project.
- 3) Review "per project" and "primary" "non-contributory" language in the policies submitted by the contractors and consultants.
- 4) Verify that all "additional insureds" are included on the policy and correctly identified.
- 5) Track policy effective start and end dates. Notify the Program Manager and Construction Manager in advance of a contractor or consultant's policy lapse.
- 6) Track/identify any policy cancellations by contractors and consultants.

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- 7) Review policy language for deductibles, riders, or endorsements. Report any deficiencies or risk to the Program Manager and Construction Manager associated with these types of items.
- 8) Provide claims review assistance as necessary.
- 9) Complete insurance review checklist form.
- 10) Review all Performance Bonds and Labor and Material Payment Bonds provided by contractors and consultants, including the completion of the bond review checklist forms.
- 11) Verify that insurance carriers are Licensed and Admitted in NYS
- 12) Advise the Board on regulatory compliance with the New York State regulatory guidelines
- 13) Advise the Board on the appropriate forms of insurance for risk management of exposures associated with professional services relating to design and construction.
- 14) Advise the Board on the appropriate forms of insurance for risk management of exposures associated with construction services.
- 15) Advise the Board as to appropriate forms of insurance for risk management of exposures associated with the storage of materials and equipment for use in the RSMP projects.
- 16) Provide for Consultant's "key staff" to provide periodic training/instruction/support activities related to the Board's Business Opportunities Program (BOP) initiative.

2.0 DISTRIBUTION OF REPORTS

Consultant shall submit document review reports to the Program Manager and the Construction Manager on behalf of the Board within 24 hours of receipt of the document.

3.0 FINAL REPORTS

At the completion of each school project, Consultant shall submit a Final Report to the Program Manager, the Construction Manager and the Board.

4.0 COMMUNICATION

Consultant shall immediately notify the Program Manager and the Construction Manager on behalf of the Board by telephone and via e-mail of non-compliant policies or lapses in coverage.

Consultant shall immediately notify the Construction Manager and Contractor of work found to be in non-conformance with the Contract Documents.

5.0 BOARD RESPONSIBILITIES

The Board (via the Program Manager or Construction Manager) will provide Consultant with copies of insurance and bond documents presented by the contractors and consultants for review.

The Board (via the Program Manager) will provide the project requirements for insurance and bonds to Consultant for their use.

6.0 CONTRACTOR RESPONSIBILITIES

Contractor shall cooperate with Consultant and his agents by resubmitting corrected documents upon request.

Contractor shall cooperate with Consultant and his agents so accurate review and evaluation of insurance and surety documents may be performed without hindrance.

Contractor shall notify the Program Manager, the Construction Manager, and Consultant at least 24 hours in advance of any changes to its policies or surety instruments.

Consultant's insurance and bond document review services shall not relieve the professional services providers, consultants, or contractors of their obligation to comply with the type and levels of insurance coverage required by the RSMP.

7.0 COMMITMENT

Consultant may be required to review multiple documents from multiple vendors associated with multiple projects. Consultant shall respond to all requests within 24 hours of receipt.

The Board expects that Consultant's team members will be assigned to the Program through completion. The Board expects that Consultant will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Board in a timely manner.

8.0 SCHEDULE

Services shall commence upon the Effective Date of the Agreement and are expected to continue, as assigned by the Board and subject to the terms and conditions of the Agreement, through August 31, 2021. See detailed project Schedule attached.

**EXHIBIT B
SCHEDULE OF SERVICES**

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

Preliminary Phase 2 schedule:

Project Name	Design Schedule	Construction Start	Construction Complete
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
DWT 2a and 2b	2016/2017	2016	2021

**EXHIBIT C
COST OF SERVICES**

RSMP – CONSULTANT Services

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

TOTAL WRITTEN VALUE: _____ (DOLLARS)

Fee Breakdown by Project

Phase 2 Schools	Fee (\$)
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	
District Wide Technology 2a and 2b	
Total	

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

_____ Authorized Signature

Hourly Rates

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

**EXHIBIT D
INSURANCE REQUIREMENTS**

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

- (a) Workers' Compensation Insurance (and such other forms of insurance which Program Provider is required by law to provide) covering all employees engaged in the Services hereunder in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.
- (b) General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Services hereunder. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.
- (d) Excess Liability Insurance above the amounts specified in (b) and (c) of this Exhibit "D" in the amount of five million dollars (\$5,000,000).
- (e) Professional Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- (f) Employer's Liability Insurance with a limit of not less than five hundred thousand dollars (\$500,000) for each accident to or death of an employee.

Summary of Commercial General Liability Limits:

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

EXHIBIT E

EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP)

EQUAL OPPORTUNITY

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

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

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

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

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

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

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

BUSINESS OPPORTUNITY PROGRAM (BOP)

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

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

BOP Allowance

The Consultant shall be required to provide the firm's 'key staff' to provide periodic training/instruction/support activities related to the RJSCB's new Business Opportunities Program (BOP) initiative.