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

**Moving Services Bid**

January 9, 2020

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**ADVERTISEMENT FOR BIDS**

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

**NOTICE IS HEREBY GIVEN** that sealed bids will be received for a contract to relocate furniture and contents for the Rochester City School District (the "Contract"), as described further in the Bid Documents. Bids will be received at the RSMP Office located at 70 Carlson Road, Suite 200, Rochester, New York 14610 by the Rochester Joint Schools Construction Board ("RJSCB" a/k/a "Owner") until 2:00pm on February 6, 2020. Submit bids to the attention of Pepin Accilien, Program Director, Telephone No. 585-512-3820. Owner reserves the right to reject any or all bids received.

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

**Place:** RSMP Program Office  
Attn: Pepin Accilien, Program Director  
70 Carlson Road  
Suite 200  
Rochester, New York, 14610  
**Date:** **Thursday, February 6, 2020**  
**Time:** **2:00 pm**

**BID DOCUMENTS:** Bid Documents are available for viewing and/or purchase at the Dataflow/RSMP Project web portal: [www.goDataflow.com/RSMP](http://www.goDataflow.com/RSMP). A set of Bid Documents may be purchased and picked up from the Dataflow Office during business hours of 8:00 a.m. and 6:00 p.m. at 320 North Goodman Suite 200 Rochester, New York 14607. If Bidder wants Bid Documents shipped, it must arrange this with Dataflow at (585) 271-5730 (Tel.), including payment of applicable shipping fees. The foregoing are the only approved sources for distribution of the Bid Documents. Owner is not responsible for bidders receiving incomplete or incorrect Bid Documents from other sources. Upon acceptance of a bid and award of Contract by Owner, the Bid Documents will be incorporated as Contract Documents.

**PRE-BID MEETING:** Owner will host an optional pre-bid meeting and walk-through for potential bidders occurring Thursday, January 16, 2020 from 7:30am - 11:15am. The sit-down pre-bid meeting will be held at 7:30am at the RSMP Program Office located at 70 Carlson Road, Suite 200, Rochester, NY 14610. This meeting will be followed by site tours of all schools as part of this bid. Participation in the pre-bid meeting is strongly encouraged, but not required. Owner will prepare a written summary of questions raised at the meeting and issue formal responses as an addendum to the Bid Documents, if needed.

**QUESTIONS:** Any questions during the bidding period not raised at the pre-bid meeting must be emailed to [move@rjscb.org](mailto:move@rjscb.org). All questions must be submitted by no later than 1:00pm on January 22, 2020. Owner will not accept or respond to questions from prospective bidders received orally, by facsimile, or any other means. Bidders should not attempt to discuss with Owner or its representatives any aspect of the bid or contract during the bid period except as expressly described herein.

**ADDENDA:** Owner may issue periodic addenda to the Bid Documents to address questions raised by bidders as set forth above. All addenda will be posted online at the site where the Bid Documents were first available by no later than January 24, 2020 by 5:00pm. An automated email message will be sent to the email address Bidders provide when downloading the Bid Documents initially. However, bidders are solely responsible for checking the website to obtain all addenda that Owner issued by this date. Bidders that retrieved Bid Documents in hard copy at the Dataflow Offices must contact Dataflow on the date above to retrieve any addenda. Owner is not responsible for bidding errors due to bidder's failure to retrieve any addenda.

**BID SECURITY:** Each bid must be accompanied by bid security in the amount of five percent (5%) of the Bidder's base bid price, as indicated in the Instructions for Bidders included in the Bid Documents.

**BIDDING AND WAGE RATES:** The Owner is required to comply with New York State's public bidding and other laws pertaining to public works, to advertise for any and all public work contracts, and to incorporate New York prevailing wage schedules or federal Davis-Bacon wage rate schedules, as applicable, into any contracts which may involve the employment of laborers, workmen or mechanics, whether or not publicly bid.

Sincerely,

Norman Jones, Chair, RJSCB  
Pepin Accilien, Program Director, Savin Engineers

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

## INSTRUCTIONS TO BIDDERS

- 1.0 RECEIPT AND OPENING OF BIDS:** Sealed Bids will be received at the RSMP Office, 70 Carlson Road, Suite 200, Rochester, NY 14610, Attention: Pepin Accilien, Program Director, until **2:00 p.m. on February 6, 2019**. At that time, all Bids will be publicly opened and read aloud. Any Bid received after the specified time will be returned to the Bidder unopened, and Bidder will be disqualified at that time. Bidder assumes the risk of late delivery to the bid receipt location. Any Bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof upon written notice to Owner received prior to such time. No bidder may modify, withdraw or cancel its Bid within forty-five (45) calendar days after the date of the opening of Bids. Doing so will result in the forfeiture of their Bid Security.

Owner reserves the right to reject any or all Bids. In addition, Owner may reject any Bid as non-responsive that fails to conform exactly to the Bid Documents. Owner may also waive minor non-conformities in Bids or provide a reasonable cure period for technical non-conformities in its discretion and in accordance with applicable law.

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

- 2.0 PREPARATION OF BIDS:** Bidders must provide one (1) original, four (4) hard copies, and one (1) electronic copy of their entire bid submission.

1. All applicable blank spaces must be filled in, in ink.
2. Unless otherwise noted, all bid prices must be expressed in both writing and in figures in the event of conflict, the written amount shall take precedent over the amount expressed in figures.
3. The Bidder shall not make any changes in the wording of the Bid Form or make any stipulations or qualify the Bid in any manner.
4. The Bidder shall note receipt of Addenda in the spaces provided on the Bid Form by entering the number and the date of each Addendum. If no Addenda have been received, insert the word "NONE." Failure to acknowledge Addenda shall be sufficient cause for rejection of the Bid, at Owners discretion.
5. By placing a bid under these instructions, the bidder certifies that the prices therein are in accordance with all New York State and United States laws and regulations.
6. Bids shall be prepared and assembled in the following manner. Failure to submit the Bid as set forth below may result in Bidder being deemed non-compliant and subsequently disqualified.
  - A. Bids shall be delivered in a sealed envelope or package labeled "RJSCB RSMP - 2020 Moving Services Bid."
  - B. One (1) original and four (4) hard copies of the required Bid Documents shall be submitted with a table of contents as follows:
    - Section 1: Bid Submittal Checklist

- Section 2: (5%) Bid Security
- Section 3: Bid Form Summary Sheet
  - Bid Form – Group 1
  - Bid Form – Group 2
  - Bid Form – Group 3
- Section 4: Statement of Non-Collusion in Bidding
- Section 5: Affirmation under N.Y. State Finance Law § 139- j(6)(b)
- Section 6: Certification of Compliance with N.Y. State Finance Law § 139- k(5)
- Section 7: Disclosure of Prior Non-Responsibility Form
- Section 8: Statement of Bidder Qualifications
- Section 9: Bidder Qualification Q&A per Section 5.1 of the General Conditions
- Section 10: Diversity Forms
  - DP-1: Schedule of EBE Participation
  - Promise of Non-Discrimination Form
  - EBE Assurance Statement
  - Good Faith Efforts Checklist
- Section 11: Certification of Compliance with Iran Divestment Act

**3.0 BIDDERS REPRESENTATIONS:** By submitting a Bid, the Bidder represents and warrants to Owner that (i) Bidder is and will be financially responsible and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other projects in which Bidder is or may become involved; (ii) Bidder is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform the obligations of the Contract and has sufficient experience and competence to do so; (iii) Bidder has carefully examined the proposed Contract Documents and has reviewed the drawings of the Project site(s); (iv) Bidder has satisfied itself as to the nature and location of the proposed Work, the general and local conditions, and all matters which may in any way affect the Work; and (v) the Bid is based upon the labor, materials, equipment, and systems required by the proposed Contract Documents. Claims for additional compensation and/or extensions of time arising from Bidder's non-compliance with such representations and warranties will not be allowed.

1. **SCHEDULING:** All bidders are required to confirm the anticipated move schedule to avoid all possible schedule conflicts with building operation, RSMP construction activities, special events, etc. prior to submittal of bid. Please refer to the Move Milestone Schedule in Appendix O of the Bid Documents.

**4.0 DISCREPANCIES:** Bidders finding any discrepancy, conflict or omission in any part of the Bid Documents must notify the Owner's Representative by email at [move@rjscb.org](mailto:move@rjscb.org), not later than seven (7) days before Bids are due. Such issues will be reviewed, and if clarification is necessary, Addenda will be issued. If inconsistencies and/or discrepancies regarding the value or quantity of Work are not brought to the attention of Owner prior to bidding, then the greater value or quantity of Work shall be assumed for purposes of the Bid. Neither Owner nor Program Manager will be responsible for any oral instructions given during the bidding period.

**5.0 ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of Specifications or other proposed Contract Documents will be made orally. Bidders must pose any questions about the Contract Documents to Owner by email at: [move@rjscb.org](mailto:move@rjscb.org) by January 22, 2020 at 1:00pm. Owner will not accept questions received orally, by facsimile, or by any other means. Bidders should not attempt to discuss with Owner or its representatives any aspect of the Bid or Contract during the bid period except as expressly described herein.

Owner may issue Addenda to the Bid Documents to address questions raised by potential Bidders during the bidding period. All addenda will be posted online at the website where the Bid Documents were first available by no later than January 24, 2020 by 5:00pm. Bidders retrieving Bid Documents electronically should receive an automated email message to an email address they provide. However, Bidders are solely responsible for checking the website to obtain all addenda that Owner issued by this date. All such Addenda shall become part of the Bid Documents and each Bidder shall be bound by such Addenda, whether or not received by the Bidder. Bidders that retrieved Bid Documents in hard copy at Dataflow Offices must contact the Dataflow at (585) 271-5730 on the date above to retrieve any addenda. Owner is not responsible bidding errors arising from Bidder's failure to retrieve any addenda.

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

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

- 7.0 CERTIFICATION OF NON-COLLUSION IN BIDDING:** To comply with Section 103-d of the General Municipal Law of the State of New York, all Bidders are required to sign a statement regarding non-collusive bidding. This form has been included in Appendix D of the Bid Documents.

1. **DISCLOSURE:** A bid shall not be considered for award nor shall any award be made where the signed Certification of Non-Collusion in Bidding is not provided or has not been properly complied with. If the Bidder cannot make this Certification, it shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. If parts (.1), (.2) and (.3) of the form of Certification (Appendix D) have not been complied with, the bid shall not be considered for award of Contract, unless the Owner determines that such disclosure was not intentionally made for the purpose of restricting competition.
2. **PRICING INFORMATION:** The fact that a bidder, (A) has published price lists, rates or tariffs covering items being procured, (B) has informed prospective customers of proposed pending publication of new or revised price lists of such items being bid, does not constitute without more, a disclosure within the meaning of the required certification.

- 8.0 RESPONSIBLE BIDDER:** Owner may make such investigation as it deems necessary to determine the qualifications and ability of a Bidder to perform the Work, and the Bidder shall promptly furnish to Owner all such information and data as Owner may request for this purpose. Owner reserves the right to reject any Bid where an investigation of the available evidence or information does not satisfy Owner that the Bidder is properly qualified to carry out the obligations of the Contract. In determining responsibility of Bidders, Owner may assess, without limitation, the following factors:

1. In determining the responsibility of a bidder for a public works contract, the Owner shall consider the following items:
  - A. Lack of proper certification, adequate expertise, prior experience with comparable projects, or financial resources to perform the work of the contract in a timely, competent and limited to, evidence of suspension or revocation for cause of a

professional license of any director or officer, or any holder of five percent (5%) or more of the bidders stock or equity; failure to submit satisfactory evidence of insurance, surety bond or financial responsibility; the status of bankruptcy petitions; suspension or debarment by state or federal government; or a history of termination of prior contracts for cause.

- B. Criminal conduct in connection with government contracts or business activities. Evidence of such conduct may include a judgment of conviction or information obtained as a result of formal grant of immunity in connection with criminal prosecution of the bidder, and any director or officer, or holder of five percent (5%) or more of the shares or equity of the bidder, or any affiliate of the bidder.
- C. Violations of safety and/or training standards as evidence by a pattern of OSHA violations or the existence of willful OSHA violations.
- D. Willful non-compliance with the prevailing wage and supplements payment requirements of the Labor Law by the bidder or any affiliate of the bidder.
- E. Any other significant Labor Law violation, including, but not limited to, child labor law violations, failure to pay wages, or unemployment insurance tax delinquencies.
- F. Any significant violation of the Worker's Compensation Law, including, but not limited to the failure of a bidder to provide proof of worker's compensation or disability benefits coverage.
- G. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations.
- H. Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women's or Minority Business Enterprise (W/MBE), or any denial, de-certification, revocation or forfeiture or W/MBE status by New York State.
- I. Any adverse determinations or administrative rulings by the Equal Employment Opportunity Commission and/or the New York State Human Rights Division that the bidder engaged in unlawful or discriminatory conduct.
- J. Any other cause of so serious or compelling a nature that it raises questions about the responsibility of a bidder, including, but not limited to submission to the Owner of a false or misleading statement on a sworn statement of bidder qualifications, or in some other form, in connection with a bid for or award of a contract.
- K. In addition to the factors specified above, the Owner may also give due consideration to any other factors considered to bear upon bidder responsibility, including but not limited to, any mitigating factors brought to the Owner's attention by the bidder.

**9.0 BIDDER QUALIFICATIONS:** A bidder can be judged qualified only for the type of work in which it has demonstrated competence. The Owner will make such investigation it feels necessary to determine the competency of the bidder to perform the work for which he has submitted a bid upon review of the Statement of Bidder Qualifications included with the bid. The bidder must furnish promptly all further information the Owner requests to reasonably assess bidder's qualifications. The successful bidder



will, at minimum, have successfully completed three (3) prior projects of 80,000 SF or more, and of similar scope to this Contract.

1. A sworn "Statement of Bidder Qualifications" shall be submitted with Bid. This form has been included in Appendix H of the Bid Documents. The Owner shall use the information contained in the sworn statement in making a determination of bidder responsibility before awarding the Contract. Any untrue representations made on the aforementioned form shall be grounds for immediate termination of the Contract. The Owner shall also use the information contained in the sworn statement to determine the adequacy of staffing for determining the awards for move Groups 1 through 3 as designated in Section 4.1 of the Bid Documents.

- 10.0 BID SECURITY:** Each bid must be accompanied by the certified check or bank draft of the bidder made payable to the "Rochester Joint School Construction Board," or by a bid bond, duly executed by the bidder as principal, and having as surety thereon a surety company authorized to do business in the State of New York approved by the Owner in an amount not less than five percent (5%) of the amount of the bid. Such checks will be returned by certified mail to all except the three lowest formal bidders within seven (7) business days, if possible, after the formal opening of bids. All remaining checks will be returned by certified mail to the three lowest bidders within seven (7) business days after the Owner and the accepted bidder have executed the Contract or if no Contract has been so executed, within 45 calendar days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid. Bid bonds are retained by the Owner. Upon request, such bonds will be returned.

Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (i) the Contract has been executed and bonds, if required, have been furnished, or (ii) the specified time has elapsed so that Bids may be withdrawn, or (iii) all Bids have been rejected. If the lowest responsible Bidder as determined by Owner fails to timely submit suitable documents required by the proposed Contract Documents or otherwise fail to enter into a Contract, the bid security shall be forfeited to Owner as liquidated damages.

- 11.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon failure or refusal to execute and deliver the Purchase Order, payment and performance bonds, insurance certificates, RSMP Diversity Program (DP) Forms, or other information required by the Contract Documents within the timeframe specified therein, or within 10 days of receiving notice of bid acceptance, whichever time period is shorter, shall forfeit to the Owner, as liquidated damages its bid security.

- 12.0 AWARD OF CONTRACT:** A contract will be awarded, if at all, to that qualified, responsive and responsible bidder submitting the lowest-price Bid. Subject to the limitation that bidders may bid on all move groups, but Owner may limit award to one move group per bidder. The RJSCB has the discretion to decide to award more than one group to a given low bidder as set forth in the General Conditions.

1. Owner will notify the successful bidder within two (2) days after Owner decides to award the Contract thereto.

- 13.0 CONDITIONS OF THE CONTRACT:** The terms and conditions set forth in the Bid Documents will apply to the Contract entered into between Owner and Mover. The Owner's failure to insist on Mover's performance with regard to any particular term, condition, or requirement of the Contract shall not function as a waiver or preclude the Owner from enforcing such term, condition or requirement going forward.

- 14.0 TAX EXEMPTION:** Bidders shall not include in their bid the sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials, which are to be incorporated into the structures or landscape. The New York State Department of Taxation and Finance does not issue tax exemption numbers to government entities. Completion of any type of exempt organization certification form is, therefore, not required. An official Purchase Order issued to the vendor by a government entity is the only evidence required by the state to substantiate an exempt sale to a government purchaser.
- 15.0 WAGE RATES:** The attention of bidders is called to the prevailing wage rates applicable to work performed under this Contract, as set forth in Appendix K of the Bid Documents. The Mover and every subcontractor shall post in prominent and accessible places on the site of the work legible statements of all wage rates as specified in the Contract to be paid for the various classes of laborers, workmen and mechanics employed on the work. Refer to Section 7.4 in the General Conditions for more information.
- 16.0 STATE LAWS AND REGULATIONS:** The bidder's attention is directed to the following instructions and information regarding construction operations, contracts and references to the provisions of law applicable in New York State.
1. **NON-DISCRIMINATION:** Mover must abide by the non-discrimination and equal employment opportunity policies established for RSMP projects, and must otherwise comply with all state, federal and local laws having jurisdiction over the work of this Contract. The Contract may be canceled or terminated by the Owner for cause upon a violation of the non-discrimination policy or for violation of any applicable laws.
  2. **EFFECT OF FAILURE TO TESTIFY BEFORE GRAND JURY:** Pursuant to the requirements of Section 103-A of the General Municipal Law of the State of New York, the following clause is inserted herein and is made a part of the Contract:
    - A. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, or a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to, or submitting bids to, or receiving awards from, or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services for a period of five years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer, may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.
- 17.0 WORKFORCE DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITIES:** The Rochester Joint Schools Construction Board ("RJSCB") recognizes that the opportunity for the participation in a free enterprise system by persons or groups traditionally, socially, and economically disadvantaged is essential to obtain social and economic equality. As such, the RJSCB acknowledges the need to promote participation by minority-owned and women-owned business enterprises ("M/WBE"), small

business enterprises (“SBE”) and disadvantaged business enterprises (“DBE”) (collectively, “Eligible Business Enterprises” or “EBE”) in contracts awarded as part of the Rochester Schools Modernization Program (“RSMP”). The RJSCB further acknowledges the diverse community of the City of Rochester, as reflected in its businesses and workforce labor. The RJSCB strives to support business development and workforce diversification opportunities that the RSMP may create, including the opportunity to encourage participation of these diverse individuals and groups in local projects. Accordingly, through the RSMP Diversity Program, the RJSCB fosters and promotes the participation of EBE’s and women and minority laborers in all RSMP contracts.

Therefore, Mover and all subcontractors must fully comply with the requirements as set forth in Section 13 of the General Conditions and shall complete all forms as spelled out in Appendix I of the Bid Documents.

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

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

## GENERAL CONDITIONS

- 1.0 PURPOSE OF BIDS:** Phase 2 of the Rochester Schools Modernization Program (RSMP) is a \$435 million initiative that funds up to 26 projects along with a District-wide technology project involving network and systems upgrades and infrastructure work. The program is governed by the Rochester Joint Schools Construction Board (RJSCB), which is charged with implementing the comprehensive Strategic Plan of the Rochester City School District (RCSD). The Phase II master plan is currently underway. Owner has hired Vargas Associates to serve as their “Move Manager” for purposes of this request for bids.

The Owner invites bids for qualified professional moving companies to provide moving services for Phase 2c and 2d of the RSMP. The selected Bidder (“Mover”) will carry out the relocation plan developed by Move Manager to move contents within the RCSD schools, including equipment, furniture and other items, from their existing locations into either a temporary storage location or to other various school located within the City of Rochester for the spring and summer of 2020. The school locations included in this bid request are as follows:

- George Mather Forbes School No. 4
- Dr. Walter Cooper Academy School No. 10
- The Flower City School No. 54
- East High School
- RSMP Warehouse

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

- 2.0 CITY AND DISTRICT INFORMATION:** The City of Rochester (‘City’) is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. The City has a city population of over 200,000 and a metropolitan population of over 700,000.

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

- 3.0 RJSCB INFORMATION:** The RJSCB oversees the Rochester Schools Modernization Program, which is a multi-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities. The comprehensive program is estimated \$1.2 billion spanning approximately 15 years. This Bid applies only to moves required for Spring and Summer 2020.

#### 4.0 **WORK SCOPE AND SCHEDULE**

##### 4.1 **OVERVIEW:**

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

This invitation to bid sets forth an approximation of the work required to support the relocation. Movers are encouraged to attend an optional pre-bid walkthrough to assess the full extent of services required by the Bid Documents. If attending the **pre-bid walkthrough, scheduled for January 16<sup>th</sup>, 2020** and the **Mover Orientation Meeting, scheduled for the week of April 27<sup>th</sup>, 2020**, it is required the sales representative along with the onsite move foreman(s) who will manage the move crew be in attendance. A detailed pre-bid walk-through schedule can be found in Section 6.0.

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

Bidders may bid on one or all groups:

- GROUP 1: George Mather Forbes School No. 4
- GROUP 2: Dr. Walter Cooper Academy School No. 10 & The Flower City School No. 54
- GROUP 3: East High School & The RSMP Warehouse

The Move Schedule in Section 4.2 indicates anticipated move dates or timeframes for each school. RJSCB reserves the right to modify the schedule to accommodate its schedule or that of the RCSD. Coordination meetings will be held with each Moving Company and the Move Manager prior to the start of each phase of moves to discuss the specifics of each planned relocation.

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

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

Bids for moving services should be based on all work and services outlined in the Bid Documents. The detailed scope of services reflected herein, and including the Appendices and Attachments, should be considered the term of the agreement entered into with Owner ("Contract") and are non-negotiable.

**4.2 Move Schedule:**

The following table indicates the projects included for Spring and Summer 2020 which are part of the scope of this Bid. These dates are approximate and subject to change.

<b>GROUP 1</b>		
<b>Site</b>	<b>Approximate Start Date</b>	<b>Approximate Finish Date</b>
<b>GEORGE MATHER FORBES SCHOOL NO. 4</b>		
Install floor protection throughout School 4	June 12, 2020	June 12, 2020
Pack library collection at DFTLC and unpack at School 4	June 15, 2020	June 16, 2020
Pre-Moves of packed contents relocated directly to School 4	June 15, 2020	June 26, 2020
Relocate remaining contents from DFTLC to School 4	June 29, 2020	July 2, 2020
Walk DFTLC to verify all contents are removed (VA and Principal)	July 2, 2020	July 2, 2020

<b>GROUP 2</b>		
<b>Site</b>	<b>Approximate Start Date</b>	<b>Approximate Finish Date</b>
<b>DR. WALTER COOPER ACADEMY SCHOOL NO. 10</b>		
Pack library collection at Marshall High School	June 23, 2020	June 23, 2020
Install floor protection throughout School 10	June 29, 2020	June 29, 2020
Unpack library collection at School 10	July 14, 2020	July 14, 2020
Relocate contents from Marshall High School to School 10	July 20, 2020	July 24, 2020
Walk Marshall to verify all contents are removed (VA and Principal)	July 24, 2020	July 24, 2020
<b>THE FLOWER CITY SCHOOL NO. 54</b>		
Pack library collection at Franklin High School	June 24, 2020	June 24, 2020
Install floor protection throughout School 54	July 31, 2020	July 31, 2020
Unpack library collection at School 54	August 13, 2020	August 13, 2020
Relocate contents from Franklin High School to School 54	August 17, 2020	August 21, 2020
Walk Franklin High School to verify all contents are removed (VA and Principal)	August 21, 2020	August 21, 2020

<b>GROUP 3</b>		
<b>Site</b>	<b>Approximate Start Date</b>	<b>Approximate Finish Date</b>
<b>EAST HIGH SCHOOL</b>		
Relocate ½ C-Wing contents internally at East High (Girls Locker Room Side Only)	March 13, 2020	March 13, 2020
Vacate/Relocate contents from D-Wing East to Warehouse	June 29, 2020	July 2, 2020
Lay floor protection at East High	July 31, 2020	July 31, 2020
Move Assistance at Warehouse while Vargas relabels contents	August 18, 2020	August 21, 2020
Relocate contents back to ½ C-Wing, F-Wing, Main Office & Music Suite	August 24, 2020	August 28, 2020
<b>RSMP WAREHOUSE</b>		
Organize and purge contents at RSMP Warehouse	April 2020	April 2020
Deliver packing materials to all Schools for pre-moves and main moves	June 1, 2020	June 26, 2020
Organize and purge contents at RSMP Warehouse	September 2020	September 2020

These dates are approximate and indicate a timeframe to perform the work, not the number of days required for performance. The RSMP reserves the right to change this schedule if necessary.

Pre-Moves will be required at School 4 to begin removing packed boxed contents from their swing space to School 4 prior to the actual school move. The pre-moves will take place from 4:00pm – 9:00pm between June 15, 2020 and June 26, 2020. Mover shall supply a minimum crew size of ten (10) movers and minimum of one (1) large truck for the duration of each school’s pre-move. There will be a maximum of five (5) pre-moves at school 4.

Move days are typically 8-10 hours in duration, and usually fall between 8:00 AM and 5:00 PM. Instances where after hours’ work is required may occur, and Mover will be required to support these hours. Moving crew, including sub-contractors, are not to leave for the day until signed out and dismissed by the Move Manager on-site. It is at the Move Managers discretion to decide on when a move for any day ends.

All planned relocation work is to be completed no later than Friday, September 4<sup>th</sup>, 2020. The Mover is required to provide on-call services to include two trucks and eight movers for any additional move service needed from Saturday, September 5<sup>th</sup> to Tuesday, September 8<sup>th</sup>, 2020.

Time is of the essence. Should the Mover fail to achieve completion of all services in the time required or within such extended time as may be allowed due to delays not the fault of the Mover, Mover will be liable to the RJSCB for its losses as set forth in the “Terms and Conditions” to the Purchase Order (see Appendix J), and as otherwise specified herein.

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

#### 4.3 Furniture, Fixtures and Equipment:

The Mover is responsible for relocating the contents of all facilities, including but not limited to boxes, furniture, Nurse and Main Office Suite computers and peripheral devices, office equipment, filing cabinets, library, gymnasium and kitchen equipment, and storage contents.

RCSD IT will be decommissioning and relocating all desk phones, interactive whiteboards and desktop computers. Nurse and Main Office Suite computers only, will be decommissioned by RCSD IT and relocated by the Mover. This process will be coordinated by the Move Manager.

Teacher laptops will be moved by the individual teachers. Movers will not be relocating any teacher laptops.

Large Toshiba copiers/printers will be decommissioned and prepped for relocation by a Toshiba representative. These machines will be relocated by the Movers. These machines must not be stored at the RSMP Warehouse with the other contents from the schools.

All mobile laptop/chrome book computer carts will be relocated by the Movers. These carts must not be stored at the RSMP Warehouse with the other contents from the schools

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

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

#### 4.4 Inspections:

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

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



#### 4.5 Packing Materials and Move Relocation Process:

Packing materials have been purchased and are stored in the RSMP warehouse, located at 68 Nassau Street. The Mover that is awarded Group 3 (RSMP Warehouse) will need to deliver boxes and bubble pack to each school, regardless of group, per the delivery schedule which will be provided by the Move Manager. The first delivery of packing materials to each school will take place as early as the week of June 1, 2020. Deliveries will be made a minimum of every other day due to limited on-site storage at the schools. There will be a maximum of ten (10) packing material deliveries required at each school.

The libraries for this project will require physical packing services to be performed by the Mover. These areas will then require unpacking upon arrival at the swing space or back at their newly renovated school. The Mover will conduct this packing and unpacking under the direction of Move Manager using the process already established for RCSD libraries. Materials will be moved in sequential order by packed boxes or by library carts depending on the school. Refer to individual scopes of work for each school for details regarding library moves (Appendix A). If using library carts, they must be shrink wrapped. Mover will coordinate with Move Manager on the proper labeling and storage of these contents and will be required to document collection order as directed by Move Manager. Library book collections must not be temporarily stored at the RSMP Warehouse with the other contents from the schools.

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

The Mover will provide all equipment including, but not limited to, dollies, hand trucks, commercial bins, loading ramps, trucks, library carts, pallet jacks and any other equipment required to professionally complete the moves per the scope of work documents in Appendix A and as needed once on-site. The minimum required number of dedicated move trucks varies per school. Refer to the individual scope of work documents in Appendix A for further information. The Mover shall determine the appropriate sizes and quantities to ensure swift completion of each school, each school's dock facilities (if any), as well as other factors that will support a successful implementation of these moves.

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

Mover will take all necessary steps to protect the sending and receiving locations. Protection may include, but is not limited to Masonite and Ram Board (46 mil) to protect flooring, as well as materials such as quilts and cardboard to protect walls, doors and elevators, etc. Masonite shall cover 100% of the main entrance floor from wall to wall and the direct path to the closest elevator. The remainder of the building shall be protected with Ram Board covering 100% of all corridor flooring from wall-to-wall with fully taped seams. Ram Board only will be provided by and installed by Mover. Corridor flooring must be protected in its entirety at the newly renovated schools. Floor protection must be installed at all locations by the dates shown in the table in Section 4.2. Refer to the Scope of Work document for each individual school for additional information regarding floor protection (Appendix A). Floor protection at Schools 4, 10, 54 and East HS must be removed immediately following all furniture

deliveries and move relocations associated with each school, but by no later than August 28, 2020. All debris associated with this removal must be taken offsite by Mover. Onsite dumpsters shall not be used.

Movers will be responsible for the relocation of kitchen equipment. RCSD Food Services will be responsible for properly identifying and preparing equipment for relocation. Food Services must label all equipment to be moved with the future building information, using labels provided by the Move Manager. Refer to the Scope of Work document for each individual school for additional information regarding food service equipment (Appendix A).

Movers will not be responsible for the delivery of textbooks to the Book Depository on Hudson Ave. This is the job of the RCSD Textbook Coordinator.

Any furniture or contents being removed from the schools that can be recycled must be delivered to Metalico scrap metal facility located at 50 Portland Ave, Rochester, NY 14605. The move crew must request a voucher from each scrap metal delivery. Checks or cash are not acceptable. The Rochester Central School District (RCSD) shall be named as the account holder on the voucher with the individual School name and address the material came from. Each voucher shall be turned over, daily, to the Vargas Associates Project Manager assigned to that school.

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

The Mover will be responsible for relocating the Nurse and Main Office Suite computers and office equipment. All other computers and peripherals will be decommissioned and re-installed by the District before and after the move. All equipment shall be handled with necessary care, packed in padded carts and protected from the elements. Movers must place all items in the appropriate location as identified in the Move Matrix.

Large Toshiba copiers/printers will be decommissioned and prepped for relocation by a Toshiba representative. These machines will be relocated by the Movers. Large Toshiba copiers/printers must not be stored in the RSMP Warehouse. Refer to the individual school scope documents in Appendix A for further information.

All mobile laptop/chrome book computer carts will be relocated by the Movers.

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

The Mover will be responsible for placing all contents in the new locations as designated by the Move Matrices. All boxes and contents will be placed with moving labels facing outward into the center of the room, such that the labels can be read without having to adjust the box placement. Boxes must not be placed in front of any emergency window or point of egress.

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

#### **4.8 RSMP Warehouse Support**

As part of the pre and post move support, the Mover will provide six movers and one truck, for ten separate non-consecutive days as identified by the Move Manager. These dates will be in late April

and September 2020 and will be coordinated by the Move Manager. These dates are subject to change.

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

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

#### **4.10 Repairs**

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

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

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

- Smoking, drug use, and/or alcohol consumption is not permitted on Project site(s).
- All move members and any subcontractors' staff must be presentable and dressed in properly fitting company attire (company shirts or uniforms, properly fitted pants and belt if needed) and wear proper identification each day they are present at the Project site, including RCSD-issued badges, and other identification as may be required by Move Manager. Any individuals violating this policy may be asked to leave the Project site until they are able to comply herewith. Badges must be returned upon completion of installation.
- The Project requires the Mover to assign permanent supervisors.
- The supervisor must provide Vargas Associates with a schedule of all break times.
  - One (1) 30-minute lunch break is permitted during the workday throughout the entire project timeframe.

- Two (2) 15-minute breaks are permitted; one to be scheduled mid-morning, and the second scheduled in the afternoon.
  - Unscheduled breaks are prohibited when in route between buildings
  - The Move Manager may adjust specific daily break times as needed if the times interfere with day-to-day project progress or the project schedule. The project will not be charged for additional breaks, extended breaks, or unapproved breaks under any circumstance.
- Any persons engaging in violent, disruptive, or harassing behavior may be immediately removed from the Project Site by Owner or Move Manager and instructed **not** to return. Prohibited conduct shall include, but is not limited to: (a) making derogatory remarks or engaging in discriminatory or harassing conduct directed at any person or group of people based on gender, race, national origin, sexual orientation, age, or any other classification protected under New York State or federal law; (b) engaging in conduct that may be construed as sexual harassment, including any conduct that may create a hostile work environment under Title VII of the Civil Rights Act of 1964; (c) using foul or offensive language; (d) bringing weapons, drug paraphernalia, or other harmful devices to the Project site; (e) insulting or demeaning other workers or persons present at the Project Site; (f) engaging in any other conduct that, in the reasonable judgment of Project Manager or Owner may interfere with or disrupt other workers or persons present at the Project site. Anyone violating these policies will be asked to leave immediately and surrender their security clearance.
  - Mover is responsible for providing their staff, and sub-contractors, with hard hats and safety glasses, as well as ensuring that they wear full length pants and work boots on days where work is required but the project has not yet received a temporary Certificate of Occupancy.

Individuals violating the above stated policies may be asked to leave the Project Site until they are able to comply herewith. Continued violations of compliance regulations will result in a disciplinary review meeting. All instances are at the full discretion of the RSMP Program Manager.

Specifically, earlier in the Program the RJSCB was informed of persistent conduct by a particular subcontractor who violated these Contractor's Compliance Regulations. These violations included: (1) excessive profanity and unprofessional use of foul language, (2) inappropriate communications including text messages and verbal comments that could be construed as sexual harassment, (3) insulting and demeaning comments directed at other workers or persons at a project site, and (4) other disruptive behavior at the project site. Upon confirmation of the validity of these allegations, the referenced subcontractor was removed from the project site and replaced with a different compliant contractor. Therefore, bidders are strongly encouraged to exercise selective due diligence and accept responsibility for the subcontractor selections they make in relation to meeting these Regulations.

#### **4.12 Background Checks**

As required by the RCSD, before any Mover personnel are permitted on City School District owned property, they need to have satisfactorily completed a background check to verify the identity and possible criminal history of the potential workers.

The mandatory background check must be done using the New York State Education Department ("SED") system. Only SED system background checks will be allowed. Refer to the attached "How

to Make a Fingerprinting Appointment to Obtain NYSED Clearance” form in Appendix N of these Bid Documents.

All Mover personnel are required to satisfactorily complete a background check including Project Managers, Superintendents, Foremen, journeymen, engineers, and other personnel, if they are to be permitted on School property. Mover firms will be responsible for all associated costs and must plan for all project staff to complete the SED background check.

If a Mover has previously worked on an RSMP project and has already obtained NYSED clearance, another background check is not necessary. The attached form “Request for Fingerprinting Clearance from NYSED for NON-RCSD” must be filled out for all such Movers and emailed to Maria Lora at [Maria.lora@rcsdk12.org](mailto:Maria.lora@rcsdk12.org) in order to obtain an updated clearance. This form can be found in Appendix N of these Bid Documents.

Mover must complete background checks in enough time to submit a list of all successfully completed background checks to Vargas Associates no later than May 1, 2020.

#### **4.13 RCSD I.D. Badges**

All movers must also obtain a 2020 RCSD Contractor ID Badge, which is separate from the background check. Once they have successfully completed the background check badges can be obtained at no cost at the following address:

Rochester City School District  
Facilities Design  
835 Hudson Avenue  
Rochester, NY 14621  
585-336-4010

#### **5.0 MOVER QUALIFICATIONS**

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

Each Bid must include a “Statement of Bidder’s Qualifications” containing the information set forth below on Bidders official company letterhead. The statement shall bear the signature and title of an authorized representative of the bidder and shall be notarized. The notarized statement shall include a certification that the bidder is not in bankruptcy and that its assets are not subject to receivership. All questions must be answered, and the data given must be clear and comprehensive. The proposer may submit any additional information he/she desires.

**To be submitted with Bid on official company letter head:**

1. Name of Bidder
2. Permanent main office address
3. When organized?
4. Legal form of ownership. If a corporation, where incorporated.
5. Years bidder has been engaged in serves you provide under its present name.

6. Experience in work similar in scope of services and in importance to this proposal.
7. List not less than three (3) client references for whom bidder completed school or other moving services similar in size and scope to the moves required for this to this Bid. Include for each client:
  - Name of Organization
  - Overview of the project
  - Appropriate gross cost of agreement
  - Date services started
  - Duration of the project
  - # Movers supporting the project
  - Services provided
  - SF of areas relocated as part of the moving scope of work
  - Responsible official, address and telephone number of person available as a reference.
8. If not already outlined in # 7 above, identify the largest K-12 moving initiative bidder has successfully completed. Identify the district, schools involved, total SF of areas relocated, and other relevant information to demonstrate your company capability as compared to the requirements as set forth in this Bid. If included in section 7, be sure to note that it is the largest initiative per Section 8 of the Bid.
9. Have you ever failed to complete any work awarded to you? If so, where and why?
10. Have you ever defaulted on a contract? If so, where and why?
11. Provide a listing of company employees who will be assigned to this project. Indicate if they are permanent or temporary staff, number of years with the company, and which workers are supervisors. This list shall identify those staff members who will fulfill the bidder's Minority and Women staffing requirements per the maximum requirements outlined in section 11. Please note the on-site supervisor to laborer ratio, and each supervisor's qualifications.
12. Do you hire labor ready personnel on large projects, and if so, what percentage of your temporary workforce do you plan to use on this project?
13. What type of training is given to new hires, labor-ready personnel, and all sub-contracted personnel? Include description of the training, number of hours, and who provides the training. This information will be discussed in-depth at the de-scoping meetings. Bidders will be required to bring supporting documentation.
14. Describe the nature (size, availability, and climate controls) of your secure, climate-controlled warehouse solution for any school facility contents that may need to be stored there instead of at the RSMP Warehouse, as set forth in Appendix A "Supplemental Information" for the individual schools.
15. Describe any pending litigation, financial circumstances, or other factors that could affect your organization's ability to perform the Contract.

16. Names, titles, reporting relationships, and background and experience of the principal members of Mover, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB.
17. Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.
18. Bidder's Statement of Qualification must be signed by the bidder's authorized representative and include the following certification:  
  
 "The undersigned represents that bidder is not currently subject to bankruptcy proceedings and its assets are not subject to receivership. Bidder has not been debarred, suspended, or otherwise found ineligible to bid or enter into the Contract, nor has bidder included any ineligible party in its bid."
19. Submittal of Department of Transportation Registration number for each vehicle used for the moves must be submitted with bid response.

**6.0 PRE-BID WALK-THROUGH**

Potential bidders along with their onsite crew supervisor are strongly encouraged to attend an optional pre-bid walk-through of the move sites. Please limit your representatives to three people. Owner reserves the right to alter this schedule in the event that more or less time is required to adequately visit all sites. The schedule is as follows:

Site	Date	Time	
RSMP Office	1/16/2020	7:30am – 8:45am	Sit-Down Meeting
East High School	1/16/2020	9:00am – 9:15am	
DFTLC	1/16/2020	9:30am – 9:45am	Swing space for School 4
RSMP Warehouse	1/16/2020	10:00am – 10:15am	Temporary storage location
Franklin High School	1/16/2020	10:30am - 10:45am	Swing Space for School 54
Marshall High School	1/16/2020	11:00am – 11:15am	Swing space for School 10

**Addresses for the above sites:**

**\*\*DO NOT TYPE THE SCHOOL NAME INTO THE MAPS APP ON YOUR PHONE – IN SOME INSTANCES YOU WILL GO TO THE INCORRECT LOCATION**

- RSMP Office: 70 Carlson Road, Suite 200, Rochester, 14610
- East High School: 1801 E. Main Street, Rochester, 14609
- DFTLC 625 Scio Street, Rochester, 14605
- RSMP Warehouse: 68 Nassau Street, Rochester, 14605
- Franklin High School 950 Norton Street, Rochester, 14621
- Marshall High School: 180 Ridgeway Ave, Rochester, 14615

## **7.0 BID SUBMISSION**

### **7.1 Form of Bids**

Bidders must submit to Owner, in the manner described in Section 2.0 of the "Instructions to Bidders," **one (1) original, four (4) hard copies and one (1) electronic copy of their bid package.**

### **7.2 Bid Security**

Each Bid must be accompanied by a bid security in the amount of 5 percent (5%) of the Bidder's base price, as indicated in Section 10.0 of the Instructions to Bidders included in the Bid Documents.

### **7.3 COMIDA (d/b/a "Imagine Monroe")**

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

### **7.4 Prevailing Wage Rate**

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

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

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

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

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

### **7.5 Certified Payroll/Compliance Paperwork**

The Mover is required to submit Certified Payroll when submitting its invoices. Submit invoices along with the completed DP-3 and DP-3a forms according to the RSMP 2020 Pay App Due Dates identified in Appendix L. Anchin, Block & Anchin, LLP "as the Owner's Independent Compliance Officer (ICO)" will verify that the Mover is compliant with the NYS prevailing wage rate. Please refer to the wage schedule in Appendix K.



## **7.6 Payment**

Bidders may submit monthly invoices to be paid in accordance with the terms of the Purchase Order (Appendix J) and the RSMP 2020 Pay App Due Dates identified in Appendix L. Receipt of payment is contingent on meeting compliance requirements.

## **7.7 Preparation Costs**

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

## **8.0 INSURANCE REQUIREMENTS AND INDEMNIFICATION**

### **8.1 Insurance Requirements**

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

### **8.2 Indemnification:**

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

## **9.0 DE-SCOPING MEETINGS**

Bids will be reviewed, and firms will be notified by end of the day on **Friday, February 7, 2020** regarding de-scoping meetings that are scheduled for **February 12, 2020**. Final selection of the Mover(s) will occur at the RJSCB board meeting, which is scheduled for **Monday, March 9, 2020**. RJSCB reserves the right not to award the project outlined in this Bid, if it determines it is in the best interests of the RSMP not to award a contract.

## **10.0 COMMITMENT**

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

## **11.0 QUESTIONS AND BID ADDENDA**

Any questions regarding the Bid or selection process should be submitted via email to [move@rjscb.org](mailto:move@rjscb.org) by **1:00pm on Wednesday, January 22, 2020**. Owner's answers will be provided by addenda and emailed or posted to the websites where Contract Documents were first made available to potential bidders by **5:00 p.m. on Friday, January 24, 2020**. All bidders must check the website hosting the Contract Documents to confirm receipt of all addenda. Owner is not responsible for bidders' failure to obtain updated Contract information.

## 12.0 PROCUREMENT PROCESS

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

## 13.0 MWBE/DBE/SBE UTILIZATION AND WORKFORCE DIVERSITY

### POLICY STATEMENT

1. The Rochester Joint Schools Construction Board (“RJSCB”) recognizes that the opportunity for the participation in a free enterprise system by persons or groups traditionally, socially, and economically disadvantaged is essential to obtain social and economic equality. As such, the RJSCB acknowledges the need to promote participation by minority-owned and women-owned business enterprises (“MWBE”), small business enterprises (“SBE”) and disadvantaged business enterprises (“DBE”) (collectively, “Eligible Business Enterprises” or “EBE”) in contracts awarded as part of the Rochester Schools Modernization Program (“RSMP”). The RJSCB further acknowledges the diverse community of the City of Rochester, as reflected in its businesses and workforce labor. The RJSCB strives to support business development and workforce diversification opportunities that the RSMP may create, including the opportunity to encourage participation of these diverse individuals and groups in local projects. Accordingly, through the RSMP Diversity Program, the RJSCB fosters and promotes the participation of EBE’s and women and minority laborers in all RSMP contracts.
  2. With respect to RSMP Construction Projects less than One Hundred Thousand dollars (\$100,000.00), all contractors are strongly encouraged to meet the designated EBE and women and minority workforce utilization Goals set forth herein. Bidders on all RSMP Contracts to exceed \$100,000.00 must adhere to the Goals and other requirements of this Section and submit Forms DP-1, DP-2, DP-3, and DP-3A, the Promise of Non-Discrimination, EBE Assurance Statement, “Good Faith Efforts Checklist,” within the time period(s) set forth herein
  3. Contractors are also referred to the Phase II Diversity Plan for reference, a copy of which may be obtained at <http://www.rcsdk12.org/rsmp>. The Phase II Diversity Plan (the “Diversity Plan”) is hereby incorporated by reference and Contractors must comply with all terms and requirements of the Diversity Plan.
- II. DEFINITIONS: The below terms and phrases employed with respect to the RSMP, as used herein, shall have the meanings set forth in the Diversity Plan at Article 1.03 “Definitions.”
- III. WORKFORCE DIVERSITY AND BUSINESS DEVELOPMENT GOALS
1. The RJSCB is committed to provide women and minorities with equal opportunities to perform work on RSMP projects. All firms or other businesses providing goods or services under a Contract meeting the dollar amount threshold set forth in this Project Manual shall comply with

the workforce diversity Goals set forth herein.

**Percentage Goals for Workforce Participation:** In order to achieve the workforce diversification goals of the Program, each firm or other business providing goods or services shall use its best efforts to ensure that the workforce it engages to perform work for the Program shall demonstrate, in terms of the percentage of actual hours worked under the Contract, and/or contract as amended, participation rates as follows:

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

Each Contractor, supplier, professional service provider, or other business providing goods and services shall strive to maximize the use of Rochester-based labor, contractors, suppliers, and service providers in performing the Contract.

2. **Contractors performing labor and services for RSMP projects may not count female or minority home office staff toward the Goals stated above** and may only count participation of field staff. However, those performing professional services on RSMP projects may count minority and female office staff who perform the relevant professional services (as opposed to administrative or support services), whether performed in the field or in their home office, toward the workforce diversity Goals stated above.
3. The RJSCB is also committed to the meaningful participation of certified EBE's on RSMP contracts. In order to meet this commitment, all Contractors or other businesses providing goods or services under a Contract meeting the dollar amount threshold set forth in the Diversity Plan shall comply with the business diversity Goals set forth herein.

**Percentage Goals for EBE Participation** (applicable to the total value of the project):

In order to achieve Diversity Program Goals for EBE business development, each Contractor, supplier, professional service firm or other business providing goods or services shall strive to and use Good Faith Efforts to engage minority-owned, woman-owned, disadvantaged business enterprises, and small business enterprises as follows:

- a. **MBE:** 17% of each Contract or purchase order
- b. **WBE:** 10% of each Contract or purchase order
- c. **DBE:** 3% of each Contract or purchase order
- d. **SBE:** 3% of each Contract or purchase order

4. Only EBE firms that demonstrate proper Certification may be used to fulfill the above workforce diversity and business development Goals.

(a) The RSMP Certification of Small Business Enterprise (SBE) Financial Status Form must be completed in full by any business intending to qualify as a certified "Small Business Enterprise" or "SBE" to provide labor, services and/or materials for any contract awarded under the Rochester Schools Modernization Program (RSMP). This form must be submitted with Bid and is included in Appendix I of these Bid Documents.

5. COUNTING EBE PARTICIPATION TOWARD GOALS: All bidders, including EBE bidders, shall use Good Faith Efforts to achieve business development Goals through second tier participation (subcontractor work). Methods for counting EBE participation toward Goals of this Contract are set forth in the Diversity Plan at Article 2.02(e)

IV. FORMS AND PROCEDURES

1. To count toward the RJSCB's Goals, an EBE must be Certified at the time a bid is submitted. The judgment as to whether or not an EBE has the qualifications and experience for the type of work required by the Contract rests with the Contractor, even as to any EBE's as may have been listed by Owner or its Independent Compliance Officer (ICO) as pre-approved or Certified. In addition to general Certification, all SBE's must complete and submit the Small Business Certification Form included in Appendix I of these Bid Documents.
2. As an aid to bidders, the ICO may, as a courtesy, direct bidders to various websites, certifying entities and/or listings identifying Certified EBE firms working in relevant business categories. For any EBE firm proposed by the Bidder or Contractor, whether or not such firm is included in any courtesy information provided by the ICO, Bidder or Contractor must submit acceptable proof of the certification of each EBE firm for the ICO's review to determine whether to accept a proposed EBE Utilization Plan (Form DP-1). Certification does not imply the EBE firm's ability to perform the work required of the Contract, which shall be Contractor's obligation to determine.
3. **Failure to adequately complete the forms required to be submitted with the bid will be grounds for the RJSCB upon recommendation of the ICO to reject a bid or disqualify a bidder.** The information required by this Section is to be provided on the attached forms.
4. The name, mailing address and title of the bidder's EBE liaison officer should be included along with the forms referenced above.
5. Any agreement between a bidder/contractor and an EBE in which the EBE promises not to provide subcontracting quotations to another bidder/contractor is prohibited.
6. The names, scope of work and dollar amounts submitted on the above-referenced forms constitute the bidder's proposed plan for fulfillment of the Goals.
7. Neither Conduit nor Broker participation, as those terms are defined in the Diversity Plan, shall be counted toward EBE firm participation on this Contract.
8. The RJSCB, ICO or other RJSCB designee shall notify the bidder if one or more of the proposed EBE's do not qualify for the Project. The bidder will be requested, within five (5) days of notification, to provide new Certified EBE's or an alternate plan for fulfilling the Goals. This does not imply that the bidder cannot utilize the proposed EBE, only that doing so will not count toward fulfilling the Goals.
9. It is understood that a Contractor/Bidder may make changes to its DP-1 Form for legitimate and necessary business reasons prior to award of contract. Any such changes must be submitted to the ICO for review and approval, if appropriate. The DP-1 change process does not relieve Contractor/Bidder from compliance with all other requirements of this Section, including contacting EBE firms to seek work proposals prior to submission of bid.

10. The ICO may request that the Bidder or Contractor supply additional information within a reasonable timeframe to perform a review and assess whether Goals have been adequately stated, met and/or maintained throughout Contract performance.
  11. Once a Bidder submits a satisfactory DP-1 form (EBE Utilization Plan), DP-2 form (Letter of Intent to Perform), a signed Promise of Non-Discrimination, and signed EBE Assurance Statement, upon approval of the ICO, these documents will be incorporated into, and made a part of, the Contract. Goals will be considered provisionally met at the award stage, pending Contract completion, including satisfactory submission of Employment Utilization and EBE Utilization reports (Forms DP-3 and DP-3a) to verify that Goals have been adequately met and maintained throughout Contract performance.
    - a. If the bid includes Allowances or Alternates, bidder may craft its EBE Utilization Plan (DP-1) to meet the Goals using only the "Base Bid" amount, based on the assumption that work Allowance or Alternate work included in the bid may not be performed as part of the Contract, depending on Project needs. However, should Owner select Alternates or direct contractor to perform work in an Allowance category during the Project, contractor must revise and re-submit its Utilization Plan (DP-1), as well as DP-3 and DP-3a forms, and make Good Faith Efforts to meet and maintain all Goals, in accordance with Parts VIII and IX of this Section.
- V. GOOD FAITH EFFORT: RJSCB expects extreme diligence on the part of each Bidder and Contractor to meet and maintain Goals. Bidders must submit with their bids evidence of Good Faith Efforts on the "Good Faith Efforts Checklist" Form, attached in Section 00 43 34A. Good Faith Efforts are defined in the Diversity Plan and outlined therein at Article 2.02(c).
- VI. CONTRACTUAL OBLIGATIONS:
1. The ICO shall review the plan submitted by an apparent low bidder to determine if the bidder is compliant with the Goals set forth in this Section, and will strive to make such determination within 48 hours of notice to the apparent low bidder. In the event the ICO determines a bidder has not met or used Good Faith Efforts to meet the Goals, the ICO may reject the proposed EBE Utilization Plan, and the contract may be awarded to the next lowest responsible bidder who complies with the requirements of this Section.
  2. Appeals of plan acceptance determinations must be made in writing and state the entire basis of the appeal. Appeals are to be delivered to the ICO within three (3) days of notification of decision and should include sufficient supporting documentation to allow the ICO to perform a meaningful review.
  3. **The successful bidder's final EBE Utilization Plan (Form DP-1) as approved by the ICO shall be incorporated into the Contract upon the award thereof.** This will be referred to as the approved EBE Utilization Plan (DP-1), and will be operative unless and until revised, as set forth herein. If the DP-1 is revised at any time after bid submission, including during Contract performance, Contractor must provide a written rationale to the ICO for the revision, and obtain ICO approval thereof. The subcontractors listed on approved EBE Utilization Plan (DP-1), the dollar amounts shown, and any other relevant documentation will become part of the Contract. Failure to comply with an approved EBE Utilization Plan shall be a material breach of Contractor's obligations under this Section.

4. **BUSINESS OPPORTUNITY PROGRAM (BOP):** The RJSCB encourages each Prime Contractor to participate in the RSMP's Business Opportunity Program. The (BOP) is a partnership designed to assist Greater Rochester EBEs through outreach, training, education and growth potential in the City of Rochester. The BOP is also intended to increase the number of certified M/W/S/DBEs capable of bidding successfully on capacity-appropriate construction contracts, and improve the small contractors' management, organization and skills by teaching them new strategic tools to speed the growth of their businesses.

The BOP will sponsor and facilitate The Instructional Series (IS), a curriculum-based program of training sessions designed to expand business opportunities and assist M/W/D/SBE subcontractors beyond what was formerly available to them. EBEs who complete the IS earning a Certificate of Completion or perform as a subcontractor for a successful prime bidder, qualify to enroll in the Mentor-Protégé Program (MPP) and will be paired with a participating mentor designated by BOP Staff.

VII. PRIOR TO THE COMMENCEMENT OF WORK

1. Prior to the commencement of any work by an EBE, and no later than ten (10) days after notice of Contract award, the contractor must submit the DP-2 Form "Letter of Intent to Perform." Contractor shall exercise best efforts to execute and submit copies of all EBE subcontracts to the ICO no later than 90 days after the notice of contract award. This will provide evidence that a written contract is in place, but in no way implies the RJSCB's approval or disapproval of the subcontracts. The RJSCB reserves the right to request a copy of an executed EBE subcontract prior to 90 days if it so chooses or at any time during the Project. If the Contractor fails to provide the executed EBE subcontracts within the 90 day period or upon request as indicated above, the ICO can proceed to request an explanation from the Contractor and request a meeting with the Contractor to review the status and reasons for not submitting the subcontracts. Non-compliance by the Contractor with this section may give the RJSCB cause to withhold payments to the Contractor.
2. If requested by the RJSCB or ICO, the contractor must attach a construction schedule to the EBE subcontract describing the anticipated time periods that the EBE subcontractor will be utilized on the Project. A copy of the construction schedule, with modifications, should accompany each Form DP-3A.
3. Failure to submit a written subcontract agreement with a construction schedule upon request may give the RJSCB cause to withhold payments. Any work performed by an EBE without a written subcontract made available to the RJSCB may not be counted toward fulfillment of the Goals.
4. All subcontractors should be made aware of all modifications to the construction schedule and must be given reasonable opportunity to mobilize their workforces to perform. Notification of less than five (5) days will not be considered reasonable and will not be a basis for determining that the subcontractor was not available to perform on the Project.

VIII. DURING PROGRESS OF WORK: contractor must maintain the Goals at the percentage levels stated above throughout performance of the Contract.

1. If a contract modification (e.g., a Change Order, Field Order or Construction Change Directive) issues after the ICO's approval of the EBE Utilization Plan, the Contractor must adjust the Utilization Plan accordingly to maintain the appropriate percentage Goals. For example, if a

Change Order increases the Contract Sum, the Goals will increase in proportion to the Contract Sum. Similarly, performance of approved Allowance work will increase the Contract Sum for purposes of compliance with EBE Goals. Forms DP-3 and DP 3-A must be submitted monthly and should reflect changes to the Contract Sum due to authorized contract modifications or Allowance work, as well as the resulting increases in EBE, women and minority participation.

2. Contractors must demonstrate, to the ICO's satisfaction, Good Faith Efforts to meet the modified Goals in the event of a change to the Contract Sum during the progress of Work, including but not limited to retaining additional EBE subcontractors for the work affected by an Allowance or contract modification that increases the Contract Sum.
3. The ICO may, in its discretion and upon contractor's written request, consider the following factors in determining whether contractor has used Good Faith Efforts to meet the required Goals:
  - a. If the contract change or Allowance requires contractor to provide additional materials and/or supplies, as opposed to performing additional labor;
  - b. If the change Allowance work is the same type of work currently being performed by the contractor under contract with a non-EBE Supplier or subcontractor on the Project;
  - c. If EBE subcontractors are not capable or available to do the work required by contract change or Allowance;
  - d. Any other factor impacting contractor's ability to adjust the Goals in accordance with the increased Contract Sum.
4. The ICO in its discretion may waive the requirement to meet modified Goals if approved contract modifications or authorization to perform Allowance work results in a minor net increase in the Contract Sum (less than \$50,000) such that restructuring contracts would be impractical or unduly burdensome to contractor. However, the contractor must otherwise demonstrate compliance with modified percentage Goals to the satisfaction of the ICO.
5. Should ICO determine that the performance of approved Allowance or change order work, or any other factor during performance of the Contract, has caused contractor to fall out of compliance with applicable percentage Goals, the ICO may call a meeting with contractor to address the issue and discuss steps for the contractor to achieve and maintain compliance with the applicable Goals.

IX. REPORTING AND RECORD-KEEPING: The contractor must keep records and documents to substantiate compliance with the EBE business development and workforce diversity Goals and requirements for three (3) years following completion of this Contract. These records and documents must be made available to the ICO or other authorized RJSCB officials upon request during that time.

1. All apparent successful bidders who plan to utilize an EBE subcontractor or engage in a Joint Venture with an EBE shall submit to the ICO by the end of the tenth business day following notice of award of contract a "Letter of Intent to Perform" (Form DP-2) in the format attached hereto, signed by both the EBE and bidder.

2. The contractor must furnish the ICO with Monthly Employment and EBE Utilization Reports (Forms DP-3 and DP-3A) with each monthly request for payment, including but not limited to workforce census and other employment and certified payroll records necessary to verify achievement of the workforce diversity goals. Employee zip code information must be listed on monthly EEO report. Failure to submit the DP-3 and DP-3A Forms with each request for payment will give the RJSCB cause to withhold that payment and the EBE's or workforce utilized shall not be counted toward fulfillment of the Goals.
3. Records of payment (e.g., copies of checks) for subcontract work, if requested by RJSCB, as well as payrolls and other documents required by any other terms of this contract, must be submitted to the ICO with each monthly request for payment unless otherwise indicated. Attainment of the Goals will be based on actual payment records and not solely on the stated subcontract amount. Amounts claimed to be attributable to EBE's, but that are not substantiated by actual payment records, will not be counted toward the final Goal. All contractors must provide a certified accounting statement setting forth the total amounts paid to all subcontractors to enable the RJSCB and ICO to verify that percentage Goals were ultimately met.
4. The contractor must notify the ICO immediately in writing if the contractor changes or cancels an EBE subcontractor or Joint Venture including an EBE whose participation has already been approved as counting toward the applicable Goal.
5. The ICO or other RJSCB designee shall follow up during the term of Project to evaluate the successful employment of the EBE firms and of women and minorities through review of Forms DP-3 and DP-3A (Monthly Employment and EBE Utilization Reports). This review may be done monthly or when the ICO deems it appropriate.
  - a. Successful utilization and meeting of Goals will be noted and approved by the ICO.
  - b. In cases where the contractor fails to meet workforce diversity and business development Goals, the ICO or other RJSCB designee shall obtain from the contractor in writing the reason for the delay and his/her plan to achieve the Goals by project completion.
  - c. It is the contractor's responsibility to monitor the progress of the EBE and women and minority participation on the Project.
  - d. In cases where the contractor does not anticipate meeting the Goal or where the contractor wishes to add an EBE firm to those originally designated as contributing toward a business development Goal, the contractor should request a new EBE Utilization Plan (DP-1 form) and inform the ICO thereof. The updated EBE Utilization Plan (DP-1) shall be submitted to the ICO within (3) days of giving notice to the ICO.
  - e. This revised EBE Utilization Plan (DP-1) shall be approved or rejected by the ICO or other RJSCB designee in accordance with the Goals.
  - f. Appeals of revised EBE Utilization Plan acceptance determinations shall be made in writing, stating the full basis of the appeal, to the ICO within three (3) days of notification of the initial decision.



- X. **RETAINAGE:** The RJSCB reserves the right to retain, at any time, an amount up to but not exceeding the amount cited in an approved EBE Utilization Plan (DP-1) that has not been paid to any EBE in accordance with the approved EBE Utilization Plan. The RJSCB may retain such amounts as in its reasonable discretion may be necessary to ensure payment to the applicable EBE firm listed in the EBE Utilization Plan.
- XI. **COMPLIANCE MONITORING:** In order to achieve development and diversification in its workforce, and to meet the required EBE utilization Goals set forth herein, each contractor, supplier, professional service firm or other business providing goods or services must:
1. Provide the ICO with a monthly workforce census and other employment and certified payroll records necessary to verify achievement of the workforce diversity Goals and demonstrate compliance with the minimum standards.
  2. Provide on-demand access and cooperation to the ICO to review records on-site and/or at work-site premises to validate workforce participation. This may include unannounced visits and on-the-spot interviews that the ICO and its inspectors may hold with workers at the job site or at off-site work premises to verify their work status and claimed job classifications.
  3. Submit all other information required on the forms specified herein and attached or such further information as is required at the reasonable request of ICO, at the time of bidding or throughout the Project to ensure compliance with the requirements of this Section.
  4. In addition, contractor is strongly encouraged to do the following:
    - a. With bid submission, present a proposed written recruiting program directed at attracting candidates to fill positions of employment in order to meet such requirements.
    - b. With bid submission, provide a statement committing to training or participation in training programs provided by third parties to train new employees in meaningful ways to succeed in their employment opportunities and to promote long-term employment within the industry or profession.
  5. In the event the contractor, supplier, professional service firm or other business providing goods or services fails to maintain minority/women workforce or EBE utilization Goals through the duration of the Project on their Contract or purchase order, the ICO can and shall exercise in a timely manner one or more of the remedies set forth in the Diversity Plan at Article VI at section 6.01.
- XII. **ENFORCEMENT:** In evaluating bids and during performance of the Contract, the Owner and ICO may consider responsive and responsible bidders who can provide the quality goods and services reasonably required for the contract. All bidders must make Good Faith Efforts in seeking to maximize the use of available EBE's for RSMP Projects. The failure of a bidder to demonstrate the mandatory Good Faith Efforts outlined in the Diversity Plan to include EBE's in the procurement process or to maintain percentage Goals throughout the Project will be considered in awarding RSMP Contracts. The RJSCB, through the action of the ICO, shall have the authority and power to enforce the provisions of this Section.

Violations of this Section shall constitute a material breach of contract, and the ICO and/or RJSCB may undertake the measures outlined in the Diversity Plan at Article VI, section 6.03 thereof, to enforce the requirements of this Section.

- XIII. COMMERCIALLY USEFUL FUNCTION: Refer to the *Rochester Joint Schools Construction Board Workforce & Business Participation Diversity Plan* for Phase 2 Schools, dated April 2016: EBE suppliers must perform a Commercially Useful Function in order to satisfy business diversity goals in whole or in part. A prime supplier to the Phase 2 Program will not receive credit toward the goals by using an EBE acting merely as a broker or conduit to purchase furniture from a commodity supplier. An EBE whose normal function is selling/distributing furniture as a dealer can be sub-contracted by a prime and use up to 50-percent of their contracted amount toward meeting a diversity goal. If a sub-contracted EBE supplies both labor and material to the prime, the prime may be able to use up to 100-percent of the total contracted fee toward meeting a diversity goal. In all cases, participation of an EBE for purposes of achieving the goals will require approval by the Independent Compliance Officer (ICO).

Contact information for any questions:

Anchin, Block & Anchin, LLP

Jeff Wild

585-512-3819

Jeffrey.Wild@anchin.com

- XIV. ATTACHMENTS: Information required by this Section must be submitted on the forms or in the formats specified in the "Diversity Program Forms" found in Appendix I.

## **APPENDIX A**

**George Mather Forbes School No. 4  
198 Dr. Samuel McCree Way, Rochester NY**

**Moving Services Scope of Work**

Relocation Requirements and General Project Information:

School No. 4 is a 70,000 square foot, grade Pre-K-6 elementary school enrolling approximately 400 students. During the Summer of 2020, this school will relocate from their swing space at Dr. Freddie Thomas Learning Center (DFTLC), 625 Scio Street to their newly renovated building at 198 Dr. Samuel McCree Way, Rochester NY.

Mover will be required to install approximately 226 square feet of Masonite and 10,382 square feet of Ram Board floor protection in the corridors of School 4. Ram Board to be provided and installed by Mover. Refer to the attached floor plan designating exact locations

On June 15<sup>th</sup>, 2020, the Mover will be required to pack the School 4 library collection currently at DFTLC, in existing order following the Dewey Decimal System. Mover will be required to document collection order as directed by Vargas Associates. The Mover will relocate and unpack the library collection from DFTLC to School 4 on June 16<sup>th</sup>, 2020. The Mover shall use library carts for this relocation.

District staff will be packing the contents of their classrooms into pop-up style boxes with color coded labels, both to be provided by others. Movers will be provided details on the color-coding system prior to the first move day. Only items with an approved label are to be moved by the Mover, unless specifically directed otherwise by the move manager. School 4 will be completely packed up and boxed contents will be staged in a designated area by June 26<sup>th</sup>.

Pre-Moves will be required at DFTLC to begin bringing packed boxed contents to School 4. The pre-moves for the school will take place from 4:00pm – 9:00pm between June 15, 2020 and June 26, 2020. Mover shall supply a minimum crew size of ten (10) movers and one (1) large truck for the duration of the pre-move. The remaining contents at DFTLC will be relocated to School 4 during the main move scheduled for June 29, 2020 through July 2, 2020.

There is a passenger elevator at School 4 which may be used by the Mover. The elevator will require padding and floor protection for use by Mover.

RSMP IT will handle the relocation of desktop computers, phones, and smart boards. Teacher laptops shall not be moved by the Mover as these staff members will relocate their own laptop equipment. There are (3) large Toshiba printers and approximately (20) computer carts at DFTLC to be relocated to School 4 by Mover. These printers will be decommissioned and prepped for relocation by a Toshiba representative. Any equipment slated for relocation to an RCSD facility other than School 4 will be the responsibility of the District. The Mover will be responsible for packing any computers which are slated for relocation. Mover must take proper precautions to avoid damage and it is recommended any pre-existing damage be identified to the Owner.

Any textbooks slated for relocation to the Book Depository on Hudson Ave, shall remain at DFTLC. Mover is not required to perform this relocation.

All planned activities are to be accomplished within the scheduled timeframes on the School 4 Master Schedule. The Mover will become familiar with School 4 to understand the inherent constraints at each location and will coordinate with move manager to mitigate any and all constraints and limitations of same.

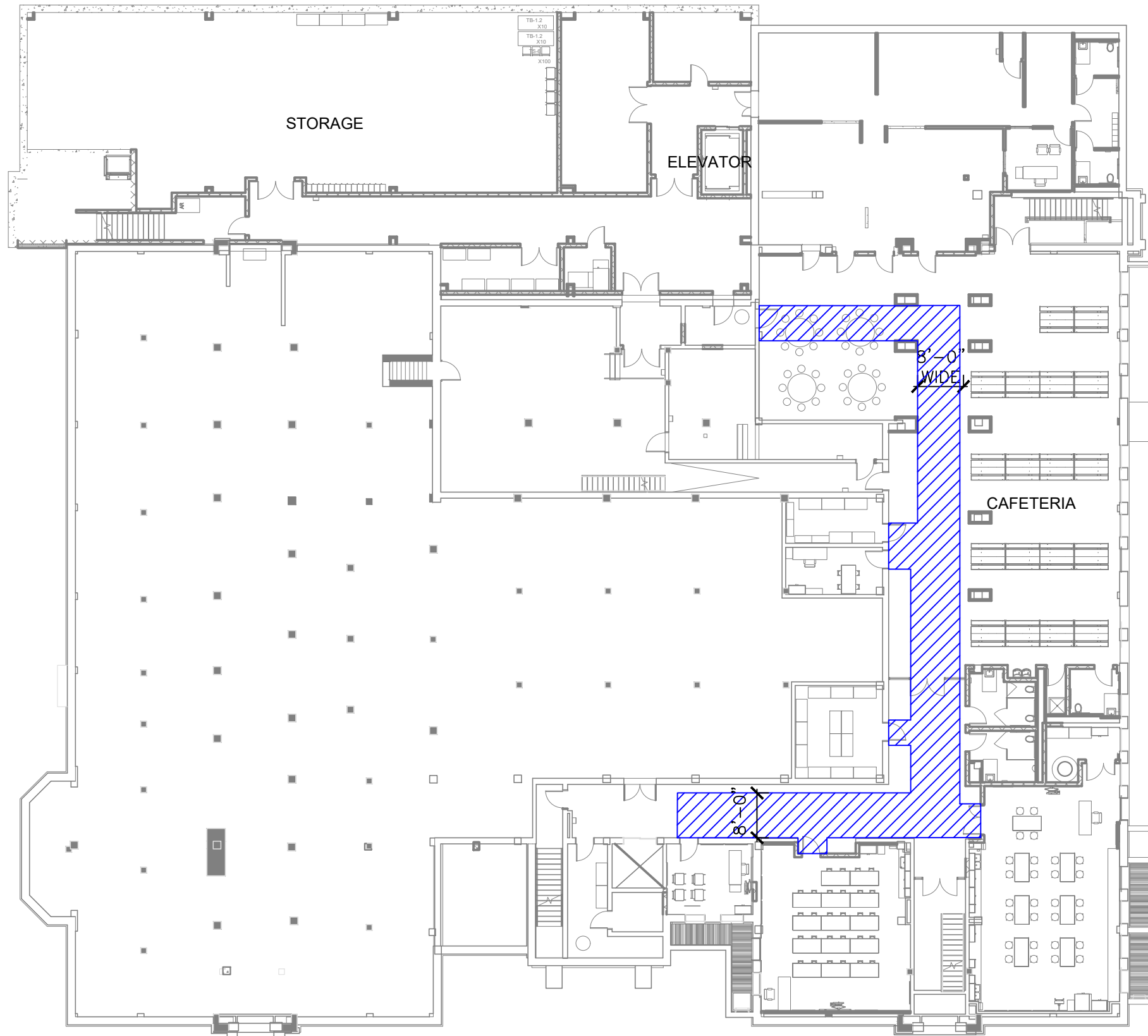
For the duration of this project, Mover will need to provide a minimum of one (1) crew comprised of at least twenty (20) workers as well as a minimum of three large trucks that will be dedicated to School 4 relocations.


All dates listed above are tentative and subject to change.

SCHOOL 4			CURRENT INFORMATION at DFTLC			NEW INFORMATION at SCHOOL 4			MOVE DATE	COMMENTS		
#	LAST NAME	FIRST NAME	GRADE	ROOM TYPE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #	MOVE DATE	COMMENTS
1			7th/8th		DFTLC			School 4				
2			Technology		DFTLC			School 4				
3			7th/8th		DFTLC			School 4				
4			H&C (.7)		DFTLC			School 4				
5			Social Worker		DFTLC			School 4				
6			1st Grade		DFTLC			School 4				
7			Kindergarten		DFTLC			School 4				
8			Storage		DFTLC			School 4				
9			ISS		DFTLC			School 4				
10			OT/PT		DFTLC			School 4				
11			Speech		DFTLC			School 4				
12			Speech		DFTLC			School 4				
13			ESOL		DFTLC			School 4				
14			ESOL		DFTLC			School 4				
15			Speech		DFTLC			School 4				
16			Clerk		DFTLC			School 4				
17			Conference		DFTLC			School 4				
18			Hd. Secretary		DFTLC			School 4				
19			Principal		DFTLC			School 4				
20			A.P.		DFTLC			School 4				
21			PE Office		DFTLC			School 4				
22			2nd		DFTLC			School 4				
23			2nd		DFTLC			School 4				
24			SpEd 12:1:1		DFTLC			School 4				
25			SpEd 8:1:2		DFTLC			School 4				
26			SpEd 8:1:2		DFTLC			School 4				
27			SpEd 12:1:1		DFTLC			School 4				
28			Pt. Liaison		DFTLC			School 4				
29			Paper Room		DFTLC			School 4				
30			Kindergarten		DFTLC			School 4				
31			1st		DFTLC			School 4				
32			Art		DFTLC			School 4				
33			Art (.5)		DFTLC			School 4				

SCHOOL 4				CURRENT INFORMATION at DFTLC			NEW INFORMATION at SCHOOL 4			MOVE DATE	COMMENTS	
#	LAST NAME	FIRST NAME	GRADE	ROOM TYPE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #	MOVE DATE	COMMENTS
34			Music		DFTLC			School 4				
35			Music (.5)		DFTLC			School 4				
36			Psychologist		DFTLC			School 4				
37			Nurse		DFTLC			School 4				
38			Staff Lounge		DFTLC			School 4				
39			Speech		DFTLC			School 4				
40			5th		DFTLC			School 4				
41			4th		DFTLC			School 4				
42			Library		DFTLC			School 4				
43			ESOL		DFTLC			School 4				
44			SpEd 12:1:1		DFTLC			School 4				
45			Conference		DFTLC			School 4				
46			SpEd 12:1:1		DFTLC			School 4				
47			SpEd 12:1:1		DFTLC			School 4				
48			SpEd 12:1:1		DFTLC			School 4				
49			SpEd 8:1:2	7th/8th	DFTLC			School 4				
50			SpEd 8:1:2	4th/5th/6th	DFTLC			School 4				
51			Counselor		DFTLC			School 4				
52			4th		DFTLC			School 4				
53			3rd		DFTLC			School 4				
54			3rd		DFTLC			School 4				
55			SpEd 8:1:3	K/1/2/3	DFTLC			School 4				
56			Intervention		DFTLC			School 4				
57			Reading		DFTLC			School 4				
58			Resource		DFTLC			School 4				
59			Reading		DFTLC			School 4				
60			Reading		DFTLC			School 4				
61			Reading		DFTLC			School 4				
62			6th		DFTLC			School 4				
63			6th		DFTLC			School 4				
64			7th/8th - ELA		DFTLC			School 4				
65			LOTE		DFTLC			School 4				
66			7th/8th - Math		DFTLC			School 4				

SCHOOL 4					CURRENT INFORMATION at DFTLC			NEW INFORMATION at SCHOOL 4			MOVE DATE	COMMENTS
#	LAST NAME	FIRST NAME	GRADE	ROOM TYPE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #		
67			Health		DFTLC			School 4				
68			Storage		DFTLC			School 4				
69			Storage		DFTLC			School 4				
70			Text Book Rm		DFTLC			School 4				
71			PE Storage		DFTLC			School 4				



FLOOR COVERING KEY	
	RAM BOARD - 1345 sqft



40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: GEORGE M. FORBES SCHOOL NO. 4  
 DR. SAMUEL MCCREE WAY, ROCHESTER, NY 14611

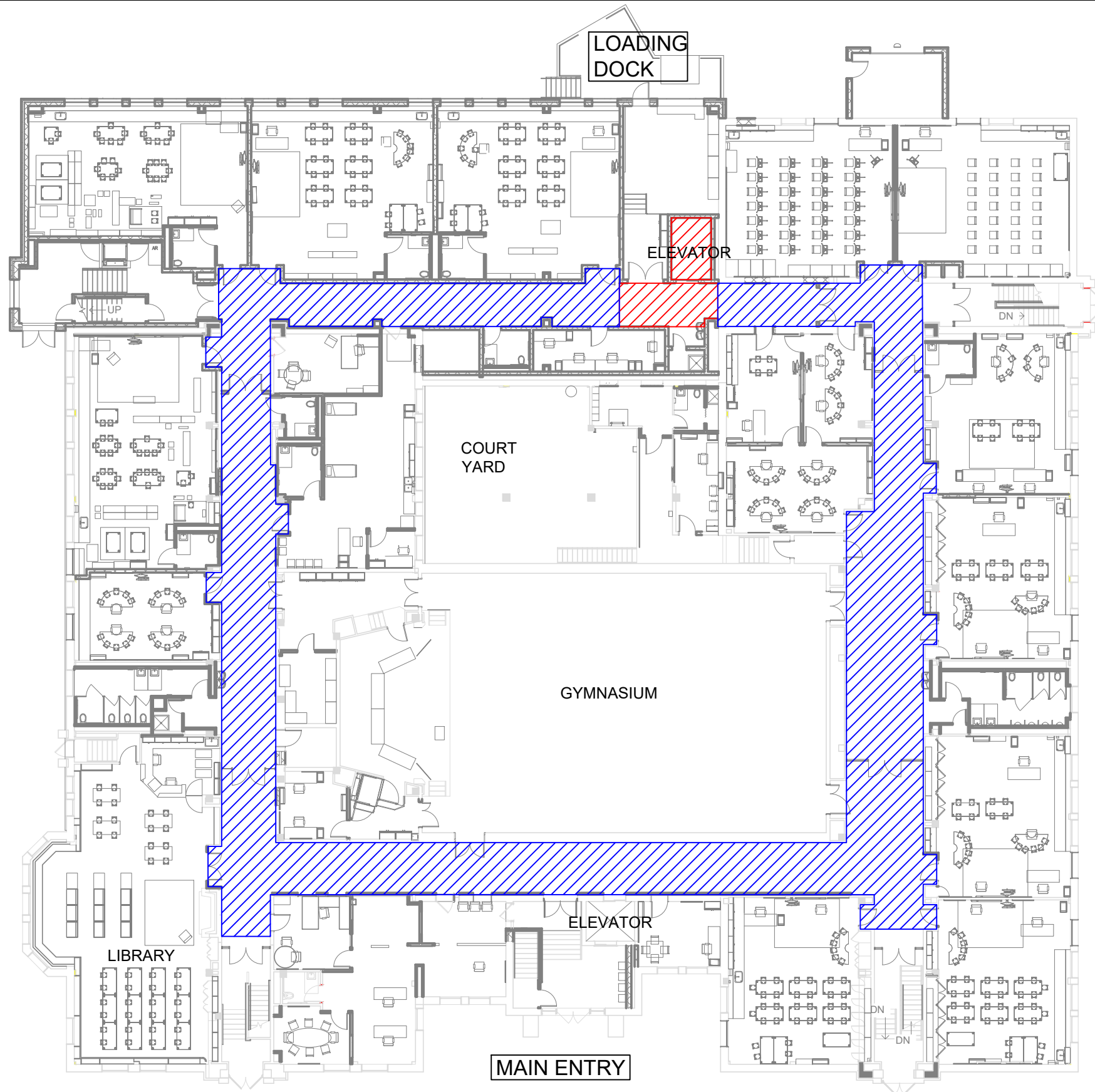
DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
**BASEMENT FLOOR**



PROJ. NO. 201613.34  
 SCALE: N.T.S.  
 DRWN BY: JAF  
 CKED BY: JW  
 DATE: 12.11.2019

NO.	REVISION	BY	DATE

DRAWING NO.  
**ID-100**  
 38





FLOOR COVERING KEY	
	MASONITE - 226 sqft
	RAM BOARD - 4560 sqft



40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

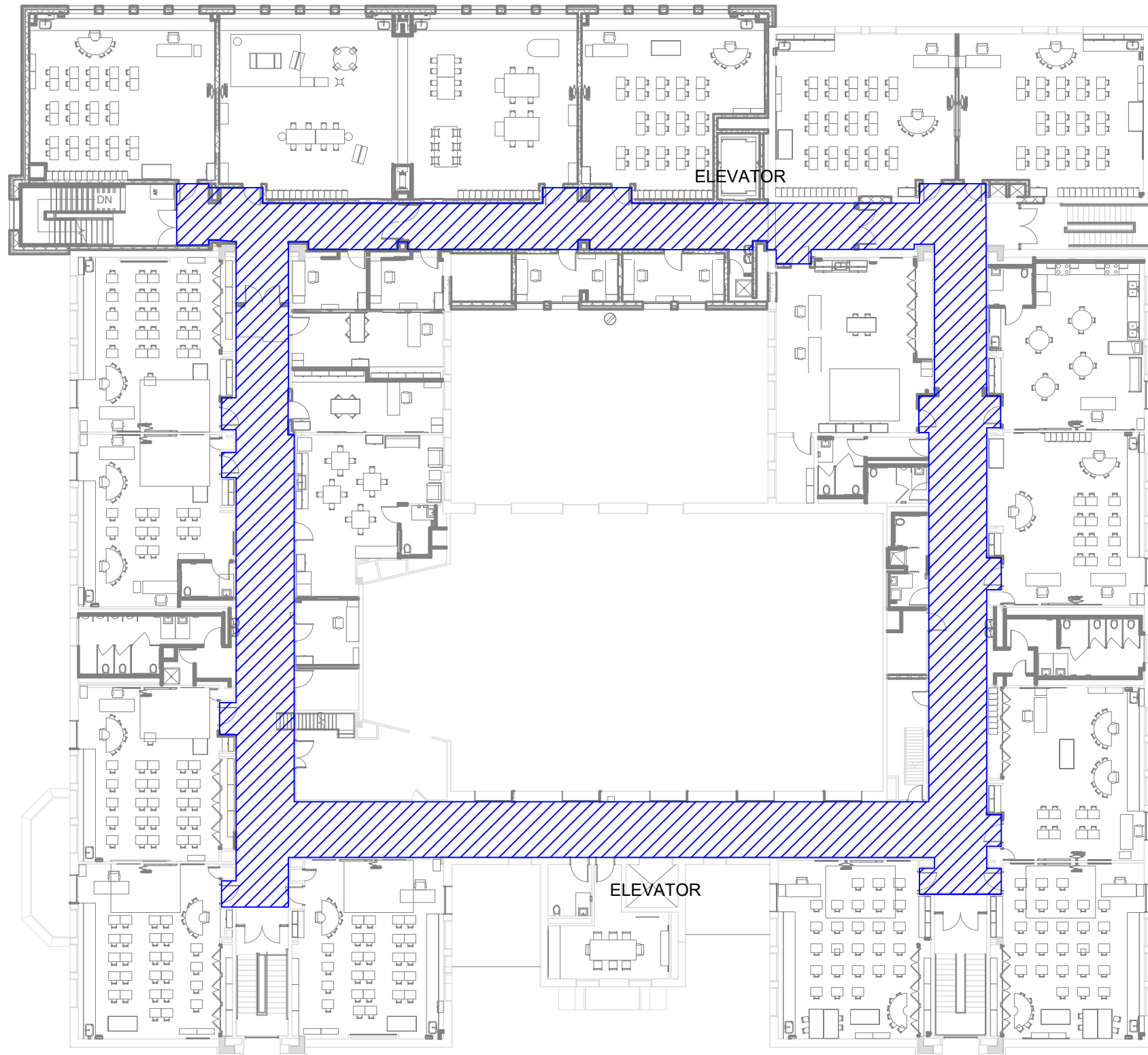
CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: GEORGE M. FORBES SCHOOL NO. 4  
 DR. SAMUEL MCCREE WAY, ROCHESTER, NY 14611

DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
 1ST FLOOR


PROJ. NO. 201613.34  
 SCALE: N.T.S.  
 DRWN BY: JAF  
 CKED BY: JW  
 DATE: 12.11.2019

NO.	REVISION	BY	DATE

DRAWING NO.  
**ID-101**  
 39



**FLOOR COVERING KEY**

 RAM BOARD - 4477 sqft



40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: GEORGE M. FORBES SCHOOL NO. 4  
 DR. SAMUEL MCCREE WAY, ROCHESTER, NY 14611

DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
**2ND FLOOR**

PROJ. NO. 201613.34  
 SCALE: N.T.S.  
 DRWN BY: JAF  
 CKED BY: JW  
 DATE: 12.11.2019

NO.	REVISION	BY	DATE

DRAWING NO.  
**ID-200**  
 40

**Dr. Walter Cooper Academy School No. 10  
353 Congress Avenue, Rochester NY**

**Moving Services Scope of Work**

Relocation Requirements and General Project Information:

School No. 10 is a 48,000-square foot, grade Pre-K-6 elementary school enrolling approximately 380 students. During the Summer of 2020, this school will relocate from their swing space at John Marshall High School on 180 Ridgeway Ave to their newly renovated building at 353 Congress Avenue, Rochester, NY.

On June 23, 2020, the Mover will be required to pack the School 10 library collection currently at Marshall High School in existing order following the Dewey Decimal System. Mover will be required to document collection order as directed by Vargas Associates. The Mover will relocate and unpack the library collection from John Marshall High School to School 10 starting July 14, 2020. The Mover shall use boxes, provided by others, to perform this relocation.

Mover will be required to install approximately 100 linear feet of Masonite and 650 linear feet of Ram Board floor protection in the corridors of School 10. Refer to the attached floor plan designating exact locations. All floor protection is to be installed on June 29<sup>th</sup> in anticipation of furniture deliveries scheduled for June 30, 2020. There will be instances where the Mover will be required to place Ram Board floor protection in various classrooms for the on-site furniture assembly by others. This will be required in a maximum of 1 room per floor. Move Manager to provide exact room locations.

District staff will be packing the contents of their classrooms into pop-up style boxes with color coded labels, both to be provided by others. Movers will be provided details on the color-coding system prior to the first move day. Only items with an approved label are to be moved by the Mover, unless specifically directed otherwise by the move manager. School 10 will be completely packed up and boxed contents will be staged in a designated area by June 26<sup>th</sup>.

Starting July 20, 2020 all packed boxed and contents will be relocated from John Marshall High School directly to the newly renovated School 10 at 353 Congress Avenue. All furniture currently being used by School 10 at John Marshall High School will remain. School 10 currently has (1) Pre-K classroom located at Jefferson High School at 1 Edgerton Park, Rochester, NY. All packed contents and some select furniture in this room will be relocated by Mover to School 10 the week of July 20, 2020. Any remaining furniture in this room, the Mover will relocate to the RSMP Warehouse by July 29, 2020.

There is a passenger elevator at School 10 which may be used by the Mover. The elevator will require padding and floor protection for use by Mover.

RSMP IT will handle the relocation of desktop computers, phones, and smart boards. Teacher laptops shall not be moved by the Mover as these staff members will relocate their own laptop equipment. There are (3) large Toshiba printers and approximately (20) computer carts at John Marshall to be relocated to School 10 by Mover. These printers will be decommissioned and prepped for relocation by a Toshiba representative. Any equipment slated for relocation to an RCSD facility other than School 10 will be the responsibility of the District. The Mover will be responsible for packing any computers which are slated for relocation. Mover must take proper precautions to avoid damage and it is recommended any pre-existing damage be identified to the Owner.

Existing kitchen equipment at John Marshall High School will remain in place. There are approximately 10 items located at the RSMP Warehouse, 68 Nassau St., Rochester, NY, which will require relocation by the Mover to School 10.

Any textbooks slated for relocation to the Book Depository on Hudson Ave, shall remain at John Marshall High School. Mover is not required to perform this relocation.

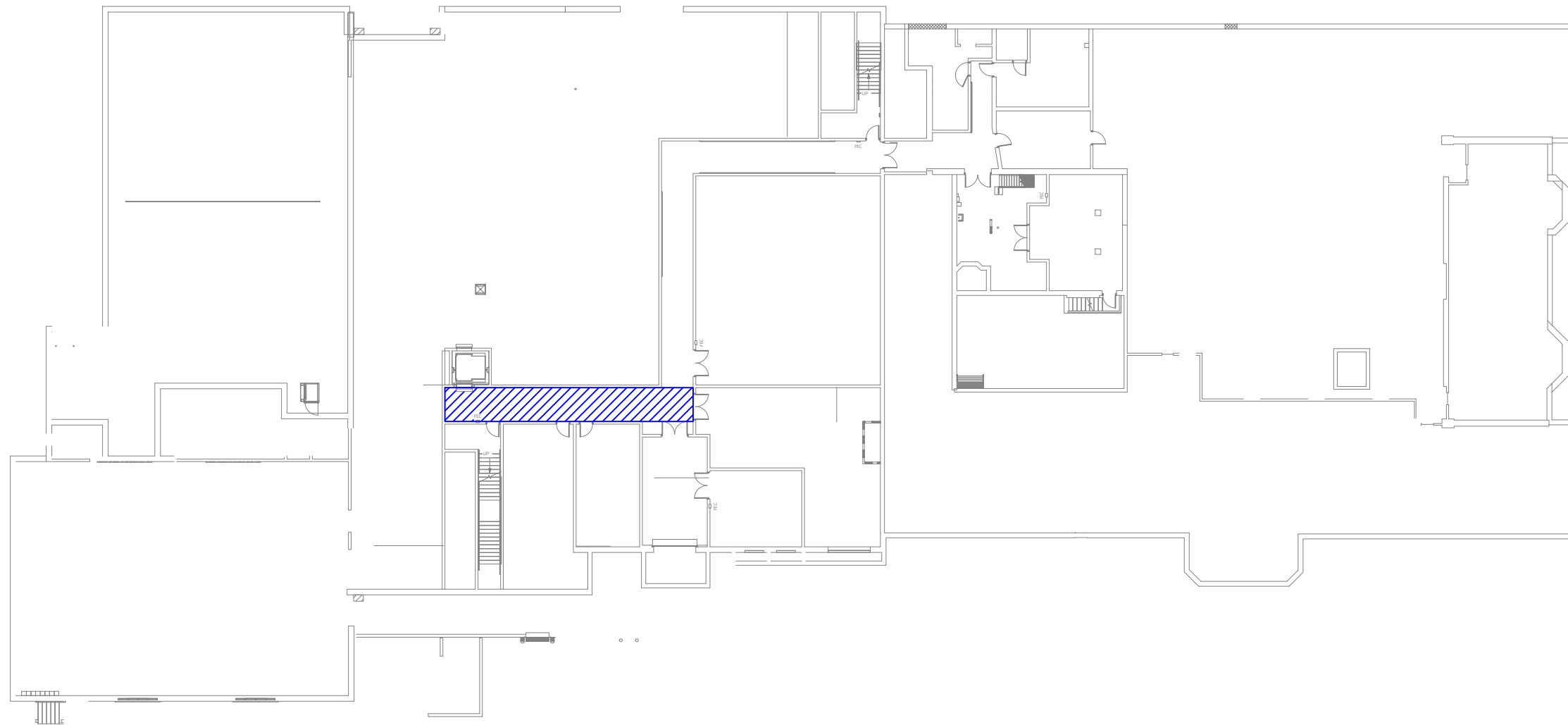
All planned activities are to be accomplished within the scheduled timeframes on the School 10 Master Schedule. The Mover will become familiar with School 10 and the John Marshall High School swing space to understand the inherent constraints at each location and will coordinate with the move manager to mitigate any and all constraints and limitations of same.


For the duration of this project, Mover will need to provide a minimum of one crew comprised of twenty (20) workers each as well as a minimum of three large trucks that will be dedicated to the School 10 relocation.

All dates listed above are tentative and subject to change.

DR. WALTER COOPER ACADEMY SCHOOL NO. 10			CURRENT INFORMATION at MARSHALL		NEW INFORMATION at SCHOOL 10		MOVE DATE	COMMENTS		
#	LAST NAME	FIRST NAME	GRADE	ROOM TYPE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #
1			Principal	Main Office	Marshall			School 10		
2			Head Sec	Main Office	Marshall			School 10		
3			Clerk	Main Office	Marshall			School 10		
4			Parent Liaison	Main Office	Marshall			School 10		
5			copier	storage	Marshall			School 10		
6			Special Ed	Classroom	Marshall			School 10		
7			Health Aid	Nurse Office	Marshall			School 10		
8				Storage	Marshall			School 10		
9			Kindergarten	Classroom	Marshall			School 10		
10			Kindergarten	Classroom	Marshall			School 10		
11			1st Grade	Classroom	Marshall			School 10		
12			1st Grade	Classroom	Marshall			School 10		
13			2nd Grade	Classroom	Marshall			School 10		
14			2nd Grade	Classroom	Marshall			School 10		
15			3rd Grade	Classroom	Marshall			School 10		
16			3rd Grade	Classroom	Marshall			School 10		
17			4th Grade	Classroom	Marshall			School 10		
18			4th Grade	Classroom	Marshall			School 10		
19			5th Grade	Classroom	Marshall			School 10		
20			5th Grade	Classroom	Marshall			School 10		
21			5th Grade	Classroom	Marshall			School 10		
22			6th Grade	Classroom	Marshall			School 10		
23			6th Grade	Classroom	Marshall			School 10		
24			6th Grade	Classroom	Marshall			School 10		
25			Asst. Principal	Office	Marshall			School 10		
26			3rd Grade	Classroom	Marshall			School 10		
27			3rd Grade	Classroom	Marshall			School 10		
28			Office	office	Marshall			School 10		
29			Library	Library	Marshall			School 10		
30			Storage		Marshall			School 10		
31			Conference Room		Marshall			School 10		
32			CT/Resource	Classroom	Marshall			School 10		

DR. WALTER COOPER ACADEMY SCHOOL NO. 10		CURRENT INFORMATION at MARSHALL			NEW INFORMATION at SCHOOL 10			MOVE DATE	COMMENTS	
#	LAST NAME	FIRST NAME	GRADE	ROOM TYPE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #
33			CT/Resource	Classroom	Marshall			School 10		
34			CT/Resource	Classroom	Marshall			School 10		
35			Social Worker	Classroom	Marshall			School 10		
36			Speech	Classroom	Marshall			School 10		
37			Speech	Classroom	Marshall			School 10		
38			5th Grade SC	Classroom	Marshall			School 10		
39			Pre-K	Classroom	Marshall			School 10		
40			Pre-K	Classroom	Marshall			School 10		
41			OT/PT/ Primary	Classroom	Marshall			School 10		
42			Reading/Intervention	Classroom	Marshall			School 10		
43			Reading/Intervention	Classroom	Marshall			School 10		
44			Reading/Intervention	Classroom	Marshall			School 10		
45			Pre-K	Classroom	Marshall			School 10		
46			GRHF		Marshall			School 10		
47			ISS	Classroom	Marshall			School 10		
48			Gym		Marshall			School 10		
49			PE Storage	Storage	Marshall			School 10		
50			Textbook Storage Room	Textbook Storage Room	Marshall			School 10		



FLOOR COVERING KEY FL1	
	RAM BOARD - 470 sqft

**VARGAS ASSOCIATES**  
 Excellence in Project Delivery  
 40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

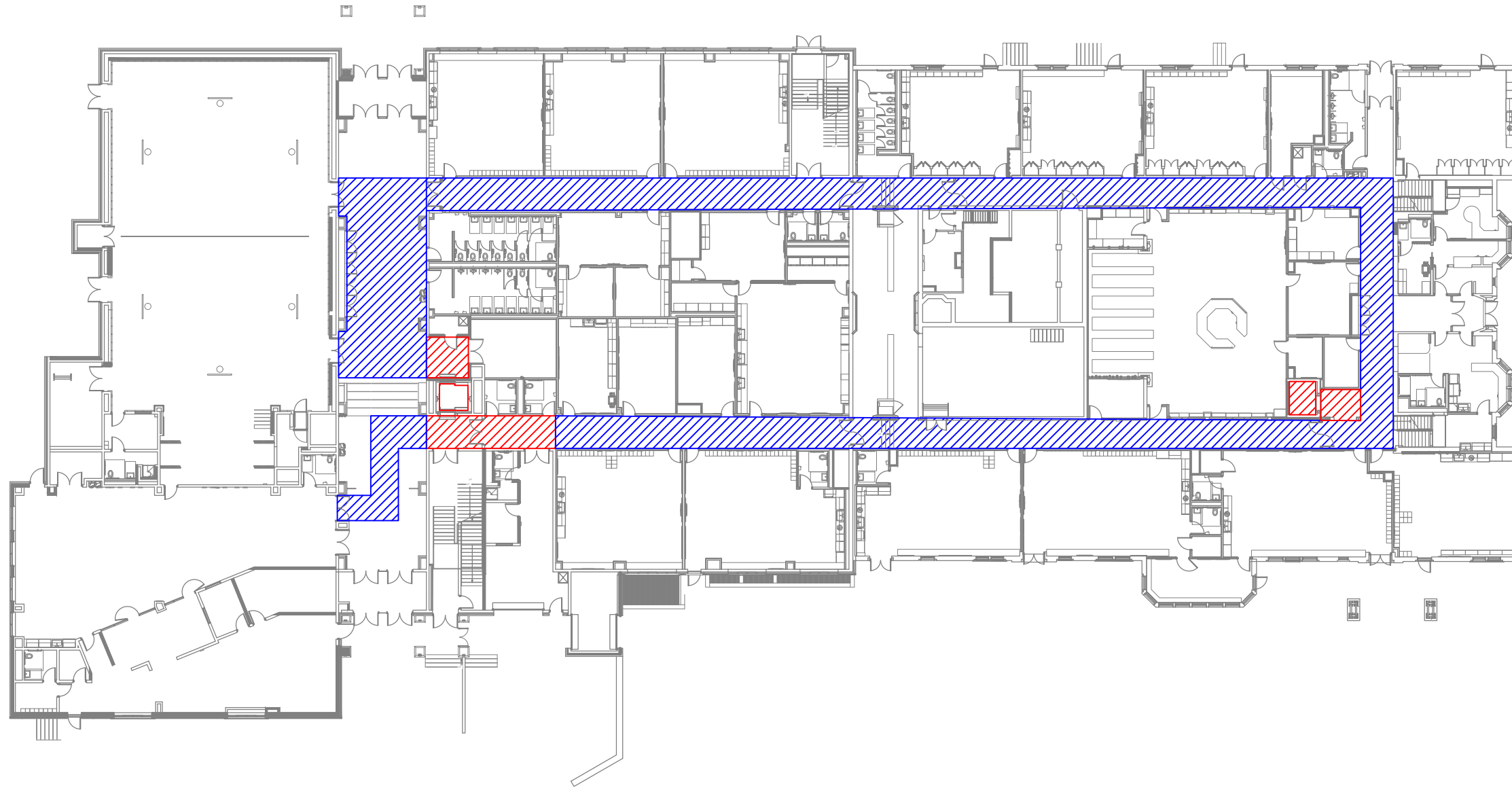
CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: DR. WALTER COOPER ACADEMY SCHOOL NO. 10  
 353 CONGRESS STREET ROCHESTER, NY 14608



DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
**BASEMENT**

PROJ. NO. 201613.38  
 SCALE: N.T.S.  
 DRWN BY: MDM  
 CKED BY: JW  
 DATE: 12.20.2019

NO.	REVISION	BY	DATE

DRAWING NO.  
**ID-101**  
 45



FLOOR COVERING KEY FL1	
	MASONITE - 486 sqft
	RAM BOARD - 5,148 sqft

**VARGAS ASSOCIATES**  
 Excellence in Project Delivery  
 40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

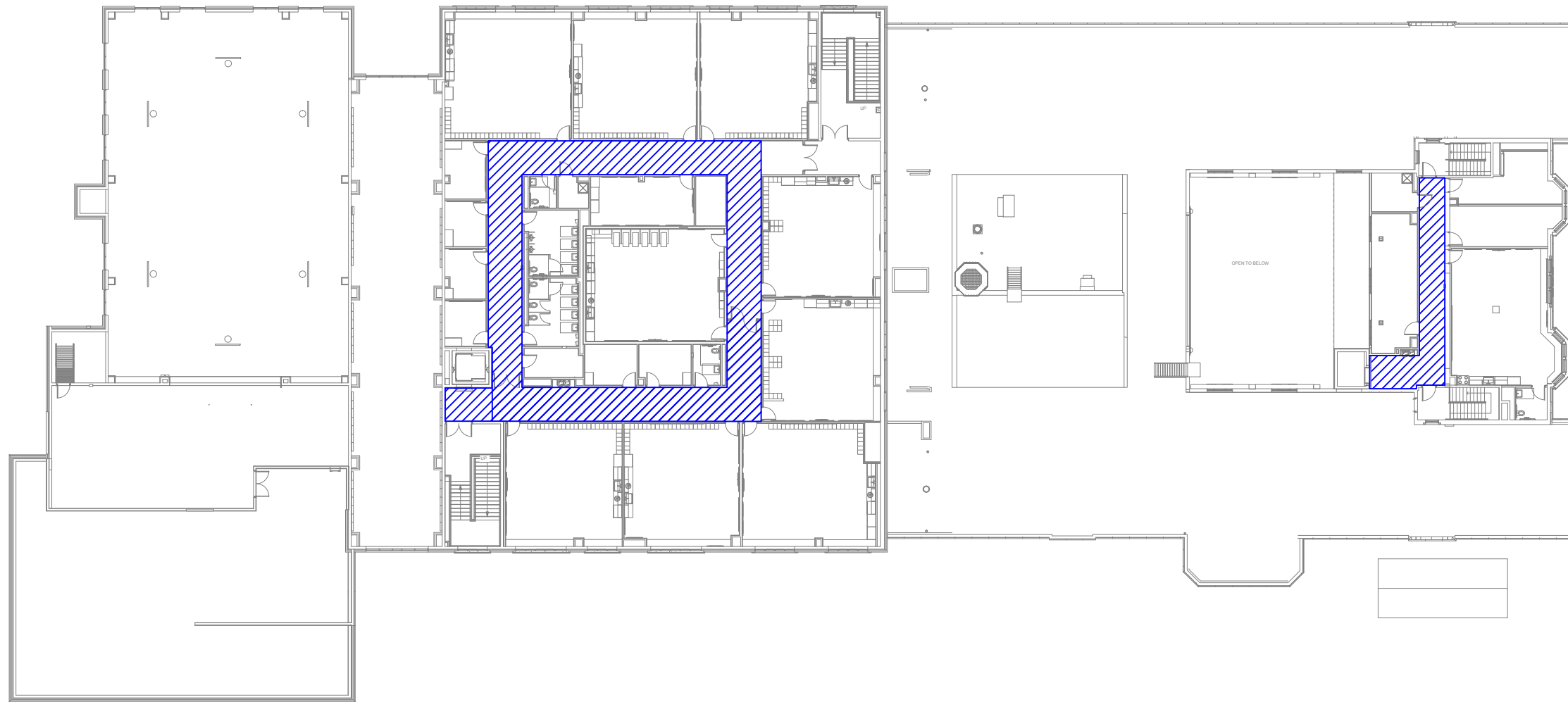
CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: DR. WALTER COOPER ACADEMY SCHOOL NO. 10  
 353 CONGRESS STREET ROCHESTER, NY 14608


DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
 1st FLOOR

PROJ. NO. 201613.38  
 SCALE: N.T.S.  
 DRWN BY: MDM  
 CKED BY: JW  
 DATE: 12.20.2019

NO.	REVISION	BY	DATE	DRAWING NO.
				<b>ID-101</b>
				46





FLOOR COVERING KEY FL1	
	RAM BOARD - 2,295 sqft



40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: DR. WALTER COOPER ACADEMY SCHOOL NO. 10  
 353 CONGRESS STREET ROCHESTER, NY 14608

DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
**SECOND FLOOR**

PROJ. NO. 201613.38	NO.	REVISION	BY	DATE	DRAWING NO.
SCALE: N.T.S.					<b>ID-101</b>
DRWN BY: MDM					
CKED BY: JW					
DATE: 12.20.2019					
					47

**Flower City School No. 54  
36 Otis Street, Rochester, 14606  
Moving Services Scope of Work**

Relocation Requirements and General Project Information:

School No. 54 is a 64,000 square foot, grade Pre-K-6 elementary school enrolling approximately 435 students. During the Summer of 2020, this school will be relocated from their swing space at Franklin High School, at 950 Norton Street, Rochester back to their newly renovated building at 36 Otis Street, Rochester.

On June 24, 2020, the Mover will be required to pack the School 54 library collection currently at Franklin High School in existing order following the Dewey Decimal System. Mover will be required to document collection order as directed by Vargas Associates. The Mover will relocate and unpack the library collection at School 54 on August 13, 2020. The Mover shall use boxes, provided by others, to perform this relocation.

Mover will be required to install approximately 262 square feet of Masonite and 8,537 square feet of Ram Board floor protection in the corridors of School 54. Ram Board to be provided and installed by Mover. Refer to the attached floor plan designating exact locations. All floor protection is to be installed on July 31<sup>st</sup> in anticipation of furniture deliveries scheduled for August 3, 2020. There will be instances where the Mover will be required to place Ram Board floor protection in various classrooms for the on-site furniture assembly by others. This will be required in a maximum of 1 room per floor. Move Manager to provide exact room locations.

District staff will be packing the contents of their classrooms into pop-up style boxes with color coded labels, both to be provided by others. Movers will be provided details on the color-coding system prior to the first move day. Only items with an approved label are to be moved by the Mover, unless specifically directed otherwise by the move manager. School 54 will be completely packed up and boxed contents will be staged in a designated area by June 26<sup>th</sup>.

Starting August 17, 2020, all packed boxes and contents will be relocated from Franklin High School directly to the newly renovated School 54 at 36 Otis Street. All furniture currently being used by School 54 at Franklin High School will remain.

There is a passenger elevator at both School 54 and Franklin High School that may be used by the Mover. The elevator will require padding and floor protection for use by Mover.

RSMP IT will handle the relocation of desktop computers, phones, and smart boards. Teacher laptops shall not be moved by the Mover as these staff members will relocate their own laptop equipment. There are (3) large Toshiba printers and approximately (20) computer carts at DFTLC to be relocated to School 4 by Mover. These printers will be decommissioned and prepped for relocation by a Toshiba representative. Any equipment slated for relocation to an RCSD facility other than School 4 will be the responsibility of the District. The Mover will be responsible for packing any computers which are slated for relocation. Mover must take proper precautions to avoid damage and it is recommended any pre-existing damage be identified to the Owner.

Existing kitchen equipment at Franklin High School will remain in place. There are approximately 10 items located at the RSMP Warehouse, 68 Nassau St., Rochester, NY, which will require relocation by the Mover to School 54.

Any textbooks slated for relocation to the Book Depository on Hudson Ave, shall remain at Franklin High School. Mover is not required to perform this relocation.

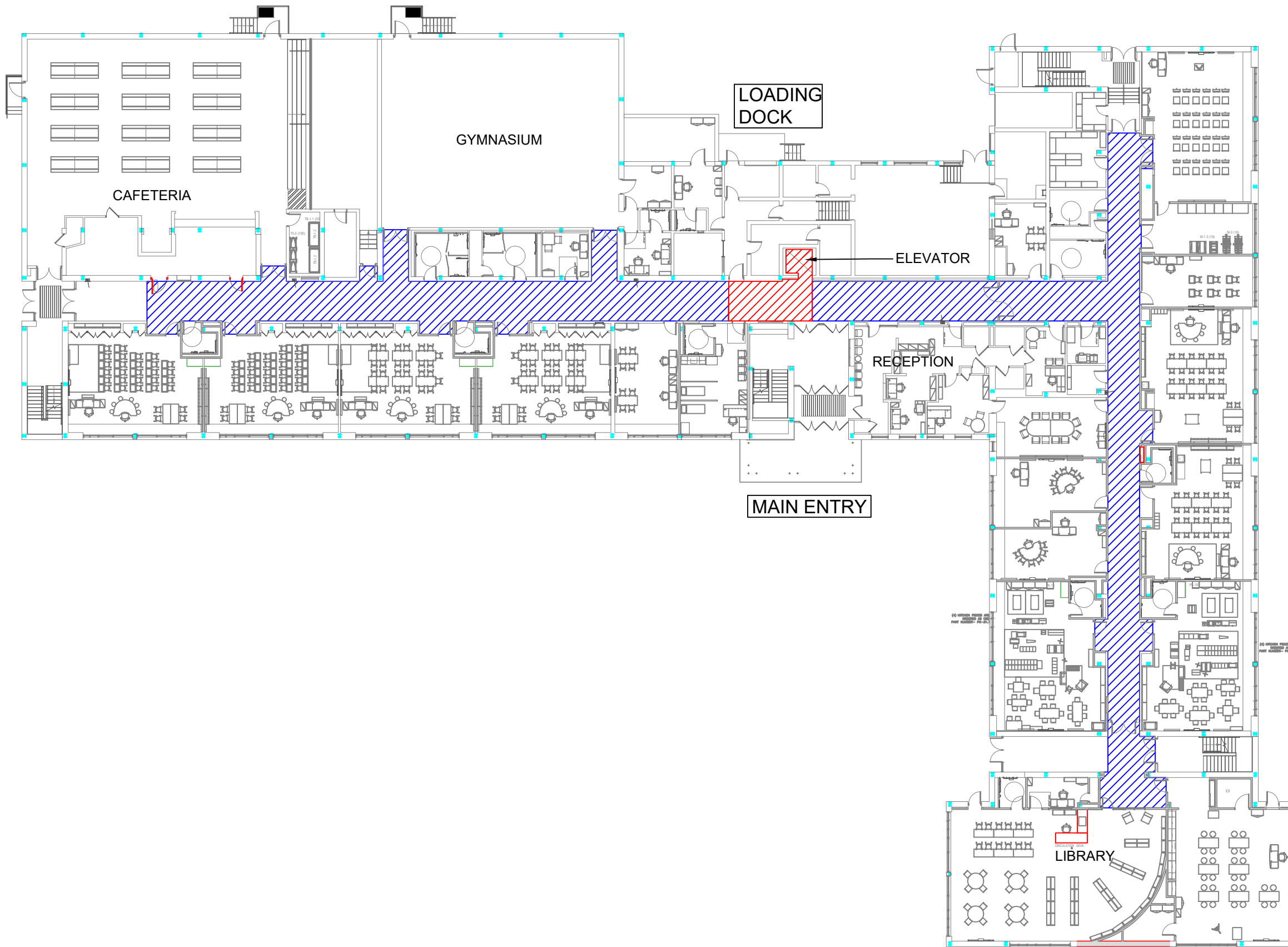
All planned activities are to be accomplished within the scheduled timeframes on the School 54 Master Schedule. The Mover will become familiar with School 54 and Franklin High School to understand the inherent constraints at each location and will coordinate with move manager to mitigate any and all constraints and limitations of same.



For the duration of this project, Mover will need to provide a minimum of one (1) crew comprised of twenty (20) workers as well as a minimum of three large trucks that will be dedicated to the School 54 relocation.

All dates listed above are tentative and subject to change.

SCHOOL 54				CURRENT INFORMATION at FRANKLIN HIGH SCHOOL			NEW INFORMATION at SCHOOL 54			COMMENTS	
#	LAST NAME	FIRST NAME	GRADE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #	GRADE	COMMENTS
1			Principal	Franklin			School 54				
2			Asst. Principal	Franklin			School 54				
3			Help Zone	Franklin			School 54				
4			ISS	Franklin			School 54				
5			Kindergarten	Franklin			School 54				
6			Kindergarten	Franklin			School 54				
7			1st Grade	Franklin			School 54				
8			1st Grade	Franklin			School 54				
9			1st Grade	Franklin			School 54				
10			2nd Grade	Franklin			School 54				
11			2nd Grade	Franklin			School 54				
12			2nd Grade	Franklin			School 54				
13			2nd Grade	Franklin			School 54				
14			2nd Grade	Franklin			School 54				
15			3rd Grade	Franklin			School 54				
16			3rd Grade	Franklin			School 54				
17			3rd Grade	Franklin			School 54				
18			4th Grade	Franklin			School 54				
19			4th Grade	Franklin			School 54				
20			4th Grade	Franklin			School 54				
21			5th Grade	Franklin			School 54				
22			5th Grade	Franklin			School 54				
23			6th Grade	Franklin			School 54				
24			6th Grade	Franklin			School 54				
25			6th Grade	Franklin			School 54				
26			6th Grade	Franklin			School 54				
27			SpEd 2nd/3rd 8:1:2 - SC	Franklin			School 54				
28			SpEd 6th 12:1:1	Franklin			School 54				
29			SpEd 1st/2nd 8:1:2 - SC	Franklin			School 54				
30			Psychologist	Franklin			School 54				
31			Social Worker	Franklin			School 54				
32			Social Worker	Franklin			School 54				
33			Resource	Franklin			School 54				
34			Resource	Franklin			School 54				
35			Resource	Franklin			School 54				
36			Resource	Franklin			School 54				
37			Reading	Franklin			School 54				
38			ESOL	Franklin			School 54				
39			ESOL	Franklin			School 54				
40			ESOL	Franklin			School 54				
41			Intervention	Franklin			School 54				

SCHOOL 54				CURRENT INFORMATION at FRANKLIN HIGH SCHOOL			NEW INFORMATION at SCHOOL 54			COMMENTS	
#	LAST NAME	FIRST NAME	GRADE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #	GRADE	COMMENTS
42			Intervention	Franklin			School 54				
43			Speech	Franklin			School 54				
44			Speech	Franklin			School 54				
45			Nurse	Franklin			School 54				
46			Nurse	Franklin			School 54				
47			OT	Franklin			School 54				
48			PT	Franklin			School 54				
49			Break Aide	Franklin			School 54				
50			Home School Assitant	Franklin			School 54				
51			Parent Liaison	Franklin			School 54				
52			Head Secretary	Franklin			School 54				
53			Clerk	Franklin			School 54				
54			Head Custodian	Franklin			School 54				
55			Librarian	Franklin			School 54				
56			Vocal Music	Franklin			School 54				
57			Band (0.5)	Franklin			School 54				
58			Art	Franklin			School 54				
59			PE Teacher	Franklin			School 54				
60			PE Teacher	Franklin			School 54				
61			PE Storage	Franklin			School 54				
62			Teacher Lounge	Franklin			School 54				
63			Computer Lab	Franklin			School 54				
64			Conference Room	Franklin			School 54				
65			Text Book Storage Room	Franklin			School 54				
66			Storage Room	Franklin			School 54				



FLOOR COVERING KEY	
	MASONITE - 262 sqft
	RAM BOARD - 4127 sqft



40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

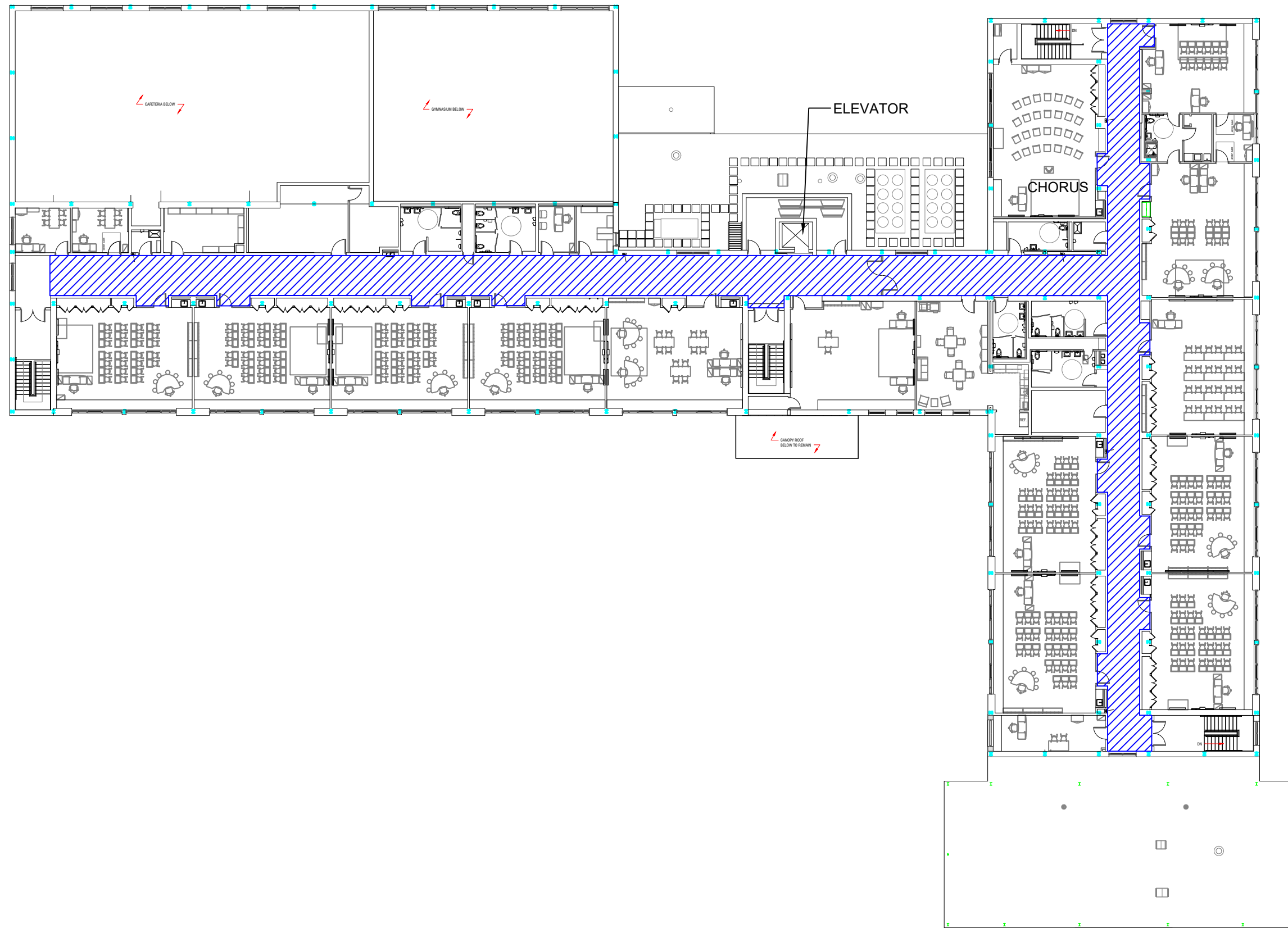
CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: FLOWER CITY SCHOOL NO. 54  
 950 NOTON STREET, ROCHESTER NY 14621

DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
 1ST FLOOR


PROJ. NO. 201613.43  
 SCALE: N.T.S.  
 DRWN BY: JAF  
 CKD BY: JW  
 DATE: 12.11.2019

NO.	REVISION	BY	DATE

DRAWING NO.  
**ID-101**  
 52



**FLOOR COVERING KEY**

 RAM BOARD - 4410 sqft



40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: FLOWER CITY SCHOOL NO. 54  
 950 NOTON STREET, ROCHESTER NY 14621

DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
**2ND FLOOR**

PROJ. NO. 201613.43	NO.	REVISION	BY	DATE
SCALE: N.T.S.				
DRWN BY: JAF				
CKED BY: JW				
DATE: 12.11.19				

DRAWING NO.  
**ID-102**  
 53

**East High School  
1801 Main Street, Rochester, NY**

**Moving Services Scope of Work**

Relocation Requirements and General Project Information:

East High School is a 419,000 square foot, grade 7-12 high school enrolling approximately 1,470 students. Portions of this school are currently under construction and other areas will begin construction upon completion of the upcoming school year. There will be numerous internal, phased moved relocations of Areas C, D, and F required at East High School.

C-WING

Starting March 13, 2020, ½ of the C-Wing on the girls' locker room side only must be emptied by the Mover of all furniture, equipment, and contents. These items will be relocated internally to various storage room within East High School.

Starting August 24, 2020, these contents will be relocated back to C-Wing on the girls' locker room side.

D-WING EAST

Floor protection shall be installed on all three floors of D-Wing East on June 26, 2020. Starting June 29, 2020, D-Wing East must be emptied by the Mover of all furniture, equipment, and contents. All packed boxes and contents will be moved directly to the RSMP Warehouse. Approximately 30% of the existing furniture will require disposal by the Mover into onsite dumpsters (Mover to provide dumpsters) and another 60% of the furniture will require relocation to a specified recycling facility. The remaining 10% of furniture in good condition will be brought to the District warehouse at 68 Nassau Street. The removal/disposal of furniture must be complete no later than July 2, 2020.

Starting August 24, 2020, a majority of these packed boxes and contents at the RSMP Warehouse shall be relocated by Mover, to the various assigned classrooms within East High School. The relocation of these contents must be complete no later than August 28, 2020.

F-WING

Floor protection shall be installed on all three floors of F-Wing on July 31, 2020 for the furniture deliveries scheduled to start August 3, 2020. Starting August 24, 2020, F-Wing contents will be relocated, by Mover, from the RSMP Warehouse and various classrooms within East High School, back to F-Wing. The relocation of these contents must be complete no later than August 28, 2020.

General:

The moving company will turn over all vouchers from the recycling company to Vargas Associates who will forward to the Rochester City School District Facilities Department. Refer to Section 4.5 of the General Conditions for more information on the recycling process.

Mover will be required to install approximately 400 square feet of Masonite and 20,600 square feet of Ram Board floor protection in the corridors of East High. All flooring protection will be provided by and installed by Mover. Refer to the attached floor plan designating exact locations. Exact dates for installation of this floor protection are TBD and will be coordinated by Vargas Associates.

There is a passenger elevator at East High that may be used by the Mover.



Moving assistance will be required at the Nassau Street Warehouse August 18, 2020 – August 21, 2020. Six (6) movers will be required to assist in the re-labeling effort of all staged contents which will be relocated back to East High starting August 24, 2020.

All desktop computers at East High shall remain in place. They will be decommissioned and relocated by the School District.

One (1) large copier/printer will require relocation by the Mover. Mover must take proper precautions to avoid damage and it is recommended that any pre-existing damage is identified to the Move Manager. The School District will be responsible for the de-installation and re-installation of any and all equipment being relocated.

No teacher laptops will be moved by the Mover, the staff members will relocate their own laptop equipment.

All phones are to remain in place. These will also be relocated by the District.

Any textbooks slated for relocation to the Book Depository on Hudson Ave, shall remain at East High. Mover is not required to perform this relocation.

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

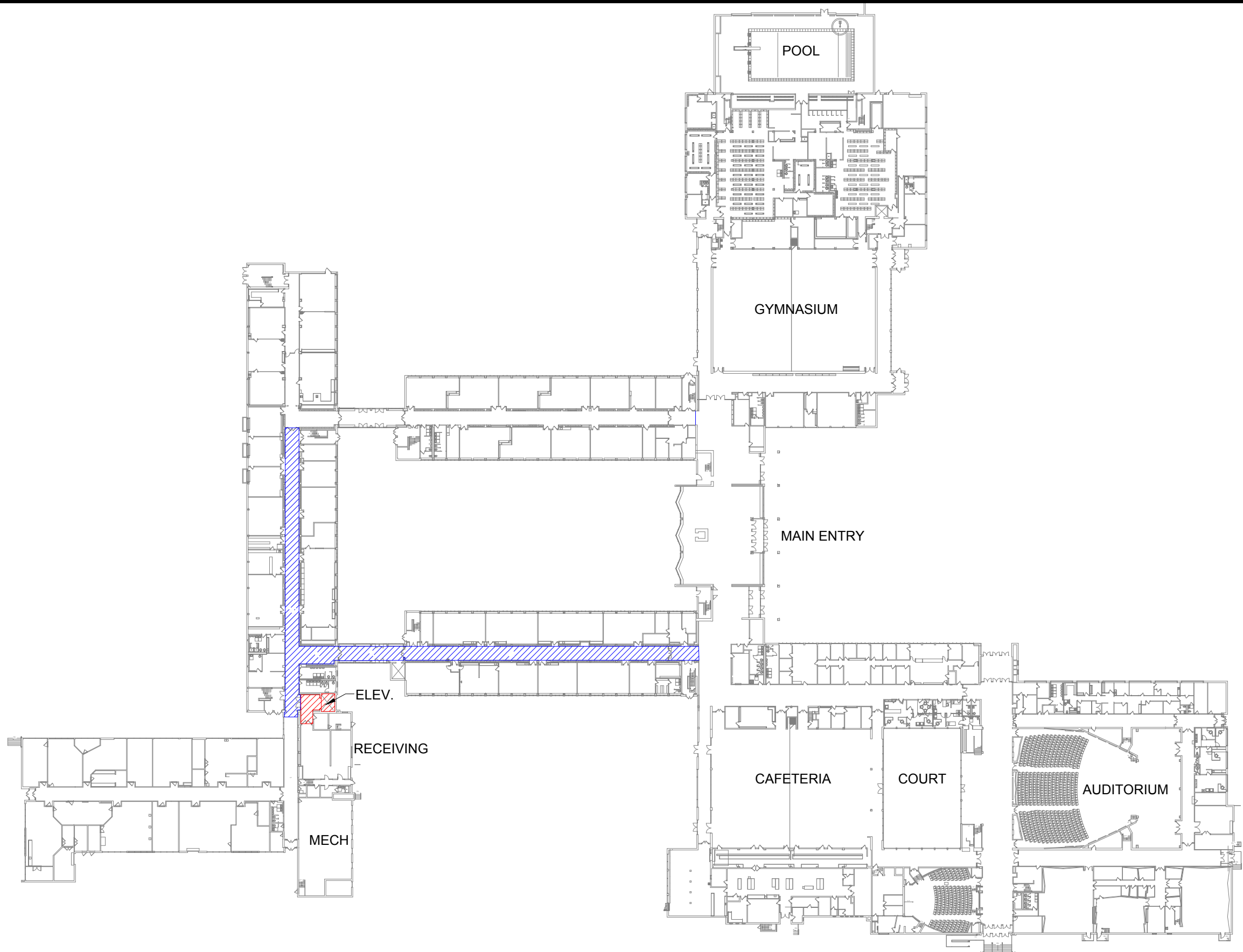
All planned activities are to be accomplished within the scheduled timeframes on the East High Master Schedule. The Mover will become familiar with East High to understand the inherent constraints at each location and will coordinate with move manager to mitigate any and all constraints and limitations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

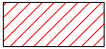

For the duration of this project, Mover will need to provide a minimum of two (2) crews comprised of at least ten (10) workers each as well as a minimum of three (3) large trucks that will be dedicated to the East High relocations.

EAST HIGH SCHOOL				CURRENT INFORMATION at East High			NEW INFORMATION at East High			COMMENTS	
#	LAST NAME	FIRST NAME	GRADE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #	GRADE	COMMENTS
<b>D - Wing East</b>											
1			Office		1		East High	TBD	TBD		
2			Office		1		East High	TBD	TBD		
3			Office		1		East High	TBD	TBD		
4			Faculty Lounge		1		East High	TBD	TBD		
5			Locker Room		1		East High	TBD	TBD		
6			Computer Lab		1		East High	TBD	TBD		
7			Classroom		1		East High	TBD	TBD		
8			Computer Classroom		1		East High	TBD	TBD		
9			Classroom		1		East High	TBD	TBD		
10			Computer Classroom		1		East High	TBD	TBD		
11			Classroom		1		East High	TBD	TBD		
12			Computer Classroom		1		East High	TBD	TBD		
13			Classroom		1		East High	TBD	TBD		
14			Office		1		East High	TBD	TBD		
15			Office		2		East High	TBD	TBD		
16			Office		2		East High	TBD	TBD		
17			Classroom		2		East High	TBD	TBD		
18			Classroom		2		East High	TBD	TBD		
19			Classroom		2		East High	TBD	TBD		
20			Classroom		2		East High	TBD	TBD		
21			Classroom		2		East High	TBD	TBD		
22			Classroom		2		East High	TBD	TBD		
23			Classroom		2		East High	TBD	TBD		
24			Classroom		2		East High	TBD	TBD		
25			Office		2		East High	TBD	TBD		
26			Office		2		East High	TBD	TBD		
27			Office		2		East High	TBD	TBD		
28			Office		2		East High	TBD	TBD		
29			Office		2		East High	TBD	TBD		
30			Classroom		2		East High	TBD	TBD		
31			Classroom		2		East High	TBD	TBD		
32			Classroom		2		East High	TBD	TBD		
33			Classroom		2		East High	TBD	TBD		
34			Classroom		3		East High	TBD	TBD		
35			Classroom		3		East High	TBD	TBD		
36			Classroom		3		East High	TBD	TBD		
37			Classroom		3		East High	TBD	TBD		
38			Classroom		3		East High	TBD	TBD		
39			Classroom		3		East High	TBD	TBD		
40			Office		3		East High	TBD	TBD		

EAST HIGH SCHOOL				CURRENT INFORMATION at East High			NEW INFORMATION at East High			COMMENTS	
#	LAST NAME	FIRST NAME	GRADE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #	GRADE	
41			Classroom		3		East High	TBD	TBD		
42			Classroom		3		East High	TBD	TBD		
43			Classroom		3		East High	TBD	TBD		
44			Classroom		3		East High	TBD	TBD		
45			Classroom		3		East High	TBD	TBD		
46			Storage		3		East High	TBD	TBD		
47			Office		3		East High	TBD	TBD		
48			Office		3		East High	TBD	TBD		
<b>C - Wing</b>											
49			Health Classroom		1		East High	TBD	TBD		
50			Office		1		East High	TBD	TBD		
51			Office		1		East High	TBD	TBD		
52			Health Classroom		1		East High	TBD	TBD		
53			Storage/Guest Locker Room		1		East High	TBD	TBD		
54			Phys. Ed Office		1		East High	TBD	TBD		
55			Coach's Office		1		East High	TBD	TBD		
<b>F - Wing</b>											
56			Custodian Break Room		1		East High	TBD	TBD		
57			SE (12:1) 9th/10th		1		East High	TBD	TBD		
58			OT/PT		1		East High	TBD	TBD		
59			Maintenance Storage		1		East High	TBD	TBD		
60			Book Storage		1		East High	TBD	TBD		
61			Classroom (11th)		1		East High	TBD	TBD		
62			SE (6:1:1) 9th/10th		1		East High	TBD	TBD		
63			Science Classroom (STE@M)		1		East High	TBD	TBD		
64			Office		1		East High	TBD	TBD		
65			SE (6:1:1) 11th/12th		1		East High	TBD	TBD		
66			Office		1		East High	TBD	TBD		
67			Classroom (10th)		1		East High	TBD	TBD		
68			Classroom (10th)		1		East High	TBD	TBD		
69			Classroom (11th)		1		East High	TBD	TBD		
70			Classroom (11th)		1		East High	TBD	TBD		
71			Classroom (11th)		1		East High	TBD	TBD		
72			I.T. Office		1		East High	TBD	TBD		
73			Resource Room (9th/10th)		2		East High	TBD	TBD		
74			Science (Chemistry)		2		East High	TBD	TBD		
75			Prep Room		2		East High	TBD	TBD		
76			Science (Physics)		2		East High	TBD	TBD		
77			Prep Room		2		East High	TBD	TBD		
78			Science (Chemistry)		2		East High	TBD	TBD		
79			Prep Room		2		East High	TBD	TBD		

EAST HIGH SCHOOL				CURRENT INFORMATION at East High			NEW INFORMATION at East High			COMMENTS	
#	LAST NAME	FIRST NAME	GRADE	BUILDING	FLOOR	ROOM #	BUILDING	FLOOR	ROOM #	GRADE	COMMENTS
80			Science (Physics)		2		East High	TBD	TBD		
81			Prep Room		2		East High	TBD	TBD		
82			Science (Earth)		2		East High	TBD	TBD		
83			Prep Room		2		East High	TBD	TBD		
84			Office (CARE Room)		2		East High	TBD	TBD		
85			Resource Room (6-8th)		2		East High	TBD	TBD		
86			Office		2		East High	TBD	TBD		
87			Office		2		East High	TBD	TBD		
88			General Science Classroom		2		East High	TBD	TBD		
89			Classroom (6th)		2		East High	TBD	TBD		
90			Science Classroom (STE@M)		2		East High	TBD	TBD		
91			Science (Biology)		2		East High	TBD	TBD		
92			Prep Room		2		East High	TBD	TBD		
93			Resource (11th/12th)		3		East High	TBD	TBD		
94			Science (Earth)		3		East High	TBD	TBD		
95			Prep Room		3		East High	TBD	TBD		
96			Science (Earth)		3		East High	TBD	TBD		
97			Art Classroom (Digital/Photo)		3		East High	TBD	TBD		
98			Art Classroom (9th-12th)		3		East High	TBD	TBD		
99			Kilin Room		3		East High	TBD	TBD		
100			Science (Biology)		3		East High	TBD	TBD		
101			Prep Room		3		East High	TBD	TBD		
102			Art Classroom (9th-12th)		3		East High	TBD	TBD		
103			Science (Biology)		3		East High	TBD	TBD		
104			Art Classroom (7th/8th)		3		East High	TBD	TBD		
105			Office		3		East High	TBD	TBD		
106			General Science Classroom		3		East High	TBD	TBD		
107			Resource (6th-8th)		3		East High	TBD	TBD		
108			General Science Classroom		3		East High	TBD	TBD		
109			Waiting		3		East High	TBD	TBD		
110			Office		3		East High	TBD	TBD		
111			Office		3		East High	TBD	TBD		
112			General Science Classroom		3		East High	TBD	TBD		



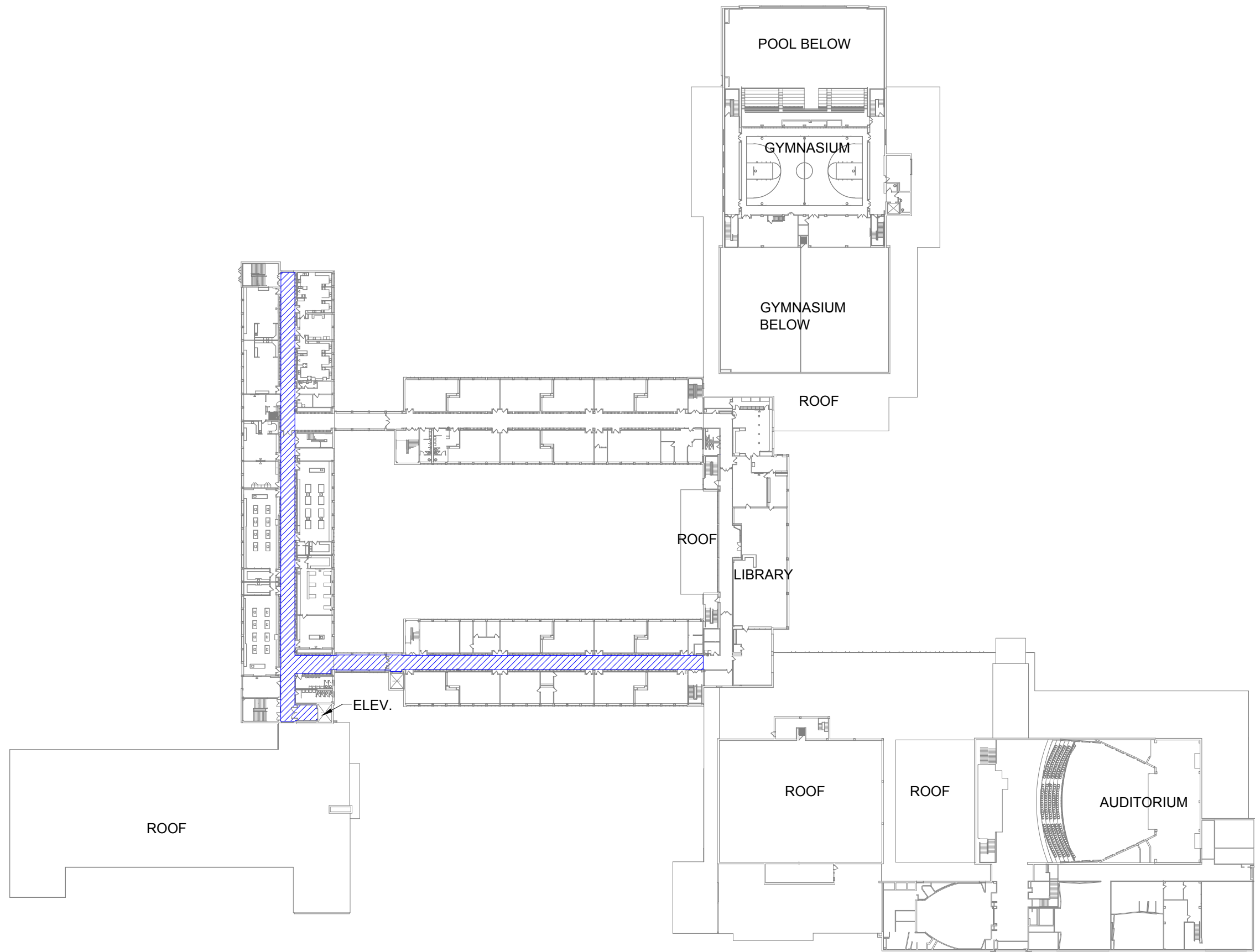
FLOOR COVERING KEY	
	MASONITE - 395 sqft
	RAM BOARD - 5,392 sqft


**VARGAS**  
 ASSOCIATES  
 Excellence in Project Delivery  
 40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

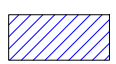
CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: EAST HIGH SCHOOL  
 1801 MAIN STREET ROCHESTER NY 14609

DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
**FIRST FLOOR**

PROJ. NO.	NO.	REVISION	BY	DATE	DRAWING NO.
201613.16					ID-101
SCALE:	N.T.S.				
DRWN BY:	MDM				
CKED BY:	FS				
DATE:	12.20.2019				59



**FLOOR COVERING KEY**

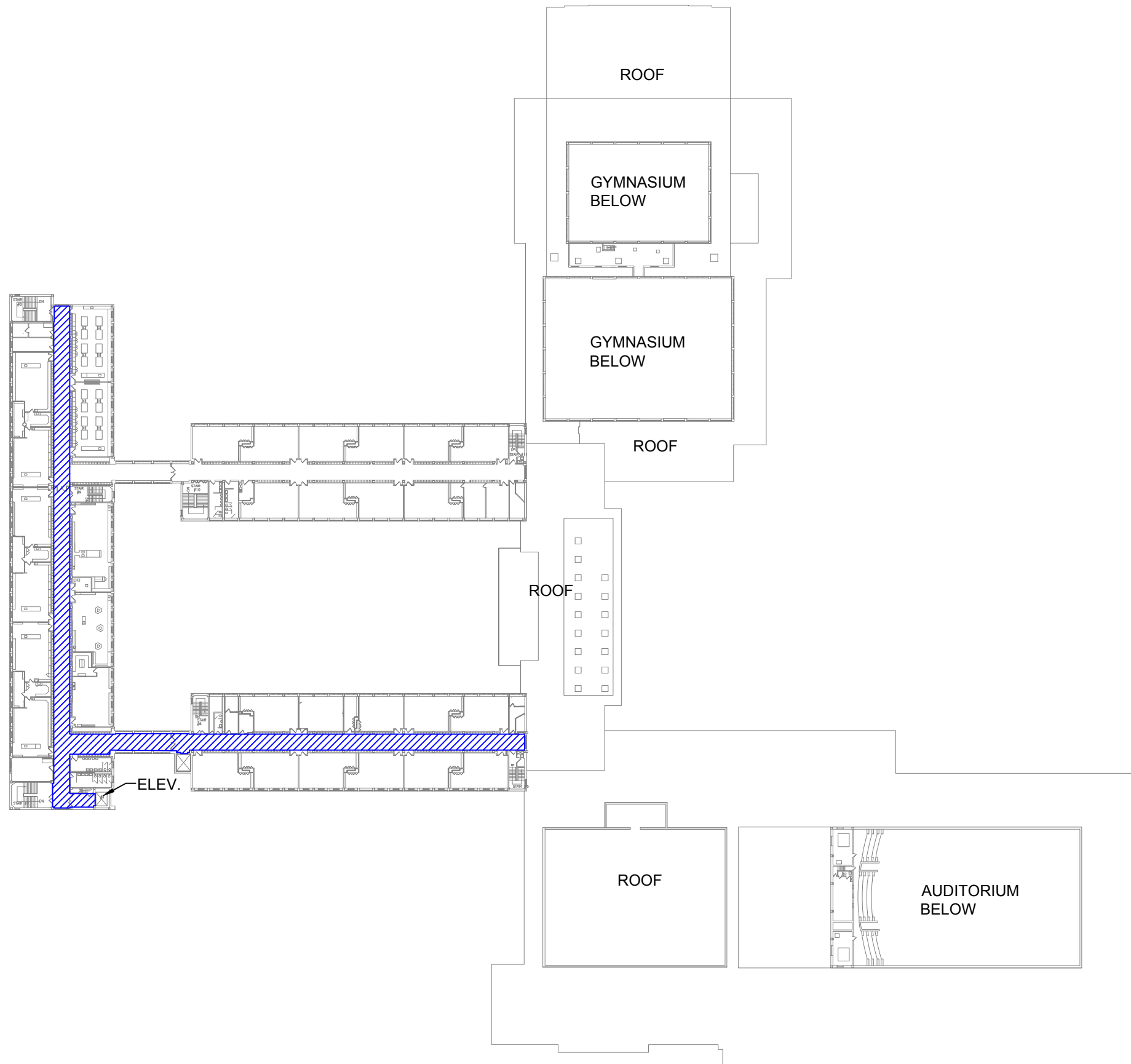
 RAM BOARD - 6,670 sqft

**VARGAS ASSOCIATES**  
 Excellence in Project Delivery  
 40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265


CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: EAST HIGH SCHOOL  
 1801 MAIN STREET ROCHESTER NY 14609

DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
 2nd FLOOR

PROJ. NO.	NO.	REVISION	BY	DATE	DRAWING NO.
201613.16					<b>ID-102</b>
SCALE:	N.T.S.				
DRWN BY:	MDM				
CKED BY:	FS				
DATE:	12.20.2019				
					60



**FLOOR COVERING KEY**

 RAM BOARD - 6,755 sqft

**VARGAS ASSOCIATES**  
 Excellence in Project Delivery  
 40 Humboldt Street | Suite 101  
 Rochester, New York 14609  
 P (585) 730.8260  
 F (585) 730.8265

CLIENT: ROCHESTER SCHOOLS MODERNIZATION PROGRAM  
 PROJECT: EAST HIGH SCHOOL  
 1801 MAIN STREET ROCHESTER NY 14609

DRAWING TITLE:  
**FLOOR PROTECTION PLAN**  
 3rd FLOOR

PROJ. NO. 201613.16  
 SCALE: N.T.S.  
 DRWN BY: MDM  
 CKED BY: FS  
 DATE: 12.20.2019

NO.	REVISION	BY	DATE

DRAWING NO.  
**ID-103**  
 61

**RSMP Warehouse  
68 Nassau Street, Rochester NY**

**Moving Services Scope of Work**

Relocation Requirements and General Project Information:

The RSMP Warehouse, located at 68 Nassau Street, will serve as a temporary storage facility for the furniture, equipment and contents being relocated to and from the schools during Summer 2020.

This warehouse will also serve as the storage location for all the packing materials (boxes and bubble pack) required for the Summer 2020 school relocations.

The Mover is required to deliver packing materials to Schools 4, 10, 54 and East High for pre-moves and main moves starting June 1, 2020. A maximum of five (5) non-consecutive days will be dedicated to this work. Mover shall provide a minimum of two (2) men and all equipment necessary for each delivery including but not limited to dollies, hand trucks, commercial bins and pallet jacks. All deliveries will be coordinated by the Move Manager.

Mover is required to provide pre and post move support at the warehouse for ten (10) separate days as identified by the Move Manager. This work will occur in April and September of 2020. Mover is required to provide eight (8) movers and one (1) truck each of these ten (10) days.



## **APPENDIX B**

## BID SUBMITTAL CHECKLIST

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

This "Bid Submittal Checklist" is provided as a general overview and does not relieve the Bidders of the obligation to provide all information, forms and certifications required for the Bid as set forth in the Bid Documents.

Failure to submit all of the required documents will result in Bidder being deemed non-compliant and subsequently disqualified.

#### One (1) original, four (4) hard copies and (1) electronic copy of the following:

- \_\_\_\_\_ Bid Submittal Checklist
- \_\_\_\_\_ Bid Security (5% of Bid) by certified check, bank draft or surety bond
- \_\_\_\_\_ Bid Form Summary Sheet (one page)
- \_\_\_\_\_ Acknowledge receipt of all Addenda
- \_\_\_\_\_ Bid Form – Group 1 (one page)
- \_\_\_\_\_ Bid Form – Group 2 (two pages)
- \_\_\_\_\_ Bid Form – Group 3 (two pages)
- \_\_\_\_\_ Statement of Non-Collusion in Bidding
- \_\_\_\_\_ Affirmation under N.Y. State Finance Law § 139- j(6)(b)
- \_\_\_\_\_ Certification of Compliance with N.Y. State Finance Law § 139-k(5)
- \_\_\_\_\_ Disclosure of Prior Non-Responsibility Form
- \_\_\_\_\_ Statement of Bidder Qualifications
- \_\_\_\_\_ Bidder Qualification Q&A per Section 5.1 of the General Conditions
- \_\_\_\_\_ DP-1: Schedule of EBE Participation
- \_\_\_\_\_ Promise of Non-Discrimination Form
- \_\_\_\_\_ EBE Assurance Statement
- \_\_\_\_\_ Good Faith Efforts Checklist
- \_\_\_\_\_ Certificate of Compliance with Iran Divestment Act

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

## **APPENDIX C**

**BID FORM SUMMARY SHEET**

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

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

<b>Requests for Unit Pricing</b>		Unit Price (ea.)	\$
	Single Office Move (contents only)	Unit Price (ea.)	\$
	Single Classroom Move (contents only)	Unit Price (ea.)	\$
	Pack a Single Office	Unit Price (ea.)	\$
	Pack a Single Classroom	Unit Price (ea.)	\$
	Hourly Rate with (3) Movers & (1) Truck	Unit Price (hr.)	\$
	Masonite Floor Protection (4'x8' board)	Unit Price (ea.)	\$
	Ram Board Floor Protection (38"x100' roll)	Unit Price (ea.)	\$
	On-site Dumpster	Unit Price (ea.)	\$
	Off Site Storage (Conditioned)	Unit Price (SF)	\$
	Off Site Storage (Un-Conditioned)	Unit Price (SF)	\$
	Library Cart Daily Rental	Unit Price (per day)	\$

<b>SUMMARY TOTALS FROM INDIVIDUAL GROUP SHEETS</b>				
	Man Power	Materials	Vehicles	Total
<b>GROUP 1</b>	School 4			\$ -
<b>GROUP 2</b>	School 10 and School 54			\$ -
<b>GROUP 3</b>	East HS and RSMF Warehouse			\$ -
	<b>Grand Total</b>	\$ -	\$ -	\$ -

Grand Total of Bid written out in words: \_\_\_\_\_

The undersigned Bidder hereby makes this Bid to Owner (RJSCB) for the RSMF Moving Services Bid in accordance with the published proposed Contract Documents, including all Addenda, which are acknowledged as follows:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print: \_\_\_\_\_ Title: \_\_\_\_\_

\*Bid is not to exceed value

**BID FORM - GROUP 1 - INDIVIDUAL SHEET - GEORGE MATHER FORBES SCHOOL No. 4**

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

Bidder Must Check One: BID \_\_\_\_\_ NO BID \_\_\_\_\_

<b>GROUP 1 - George Mather Forbes School No. 4</b>						
<b>Man Power</b>	<b>Position</b>	<b>Hourly Rate</b>	<b># Hours</b>	<b># of Crews</b>	<b># Workers/Crew</b>	<b>Total Cost</b>
	Straight Time - Supervisor					0
	Straight Time - Driver					0
	Straight Time - Laborer					0
	Overtime (Time & Half) - Supervisor					0
	Overtime (Time & Half) - Driver					0
	Overtime (Time & Half) - Laborer					0
	Background Checks	\$ _____/employee				\$ -
					<b>Man-Power Total:</b>	\$ -

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

<b>Vehicles</b>	<b>Vehicle Type</b>	<b>Hourly Rate</b>	<b># Hours</b>	<b>Units Required</b>	<b>Total Cost</b>
					\$ -
					\$ -
					\$ -
				<b>Vehicles Total:</b>	\$ -
				<b>GRAND TOTAL:</b>	\$ -

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

\*Bid is not to exceed value

\*\*Move dates subject to change

## BID FORM - GROUP 2 - INDIVIDUAL SHEET - Dr. WALTER COOPER ACADEMY SCHOOL NO. 10

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

Bidder Must Check One: **BID** \_\_\_\_\_ **NO BID** \_\_\_\_\_

GROUP 2 - Dr. Walter Cooper Academy School No. 10						
Man Power	Position	Hourly Rate	# Hours	# of Crews	# Workers/Crew	Total Cost
	Straight Time - Supervisor					\$
	Straight Time - Driver					\$
	Straight Time - Laborer					\$
	Overtime (Time & Half) - Supervisor					\$
	Overtime (Time & Half) - Driver					\$
	Overtime (Time & Half) - Laborer					\$
	Background Checks	\$ _____/employee				\$
<b>Man-Power Total:</b>						<b>\$</b>

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

Vehicles	Vehicle Type	Hourly Rate	# Hours	Units Required	Total Cost
					\$
					\$
					\$
<b>Vehicles Total:</b>					<b>\$</b>
<b>GRAND TOTAL:</b>					<b>\$</b>

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

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

## BID FORM - GROUP 2 - INDIVIDUAL SHEET - THE FLOWER CITY SCHOOL NO. 54

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

Bidder Must Check One: BID \_\_\_\_\_ NO BID \_\_\_\_\_

GROUP 2 - The Flower City School No. 54						
Man Power	Position	Hourly Rate	# Hours	# of Crews	# Workers/Crew	Total Cost
	Straight Time - Supervisor					\$ -
	Straight Time - Driver					\$ -
	Straight Time - Laborer					\$ -
	Overtime (Time & Half) - Supervisor					\$ -
	Overtime (Time & Half) - Driver					\$ -
	Overtime (Time & Half) - Laborer					\$ -
	Background Checks	\$ _____/employee				\$ -
					<b>Man-Power Total:</b>	<b>\$ -</b>

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

Vehicles	Vehicle Type	Hourly Rate	# Hours	Units Required	Total Cost
					\$ -
					\$ -
					\$ -
				<b>Vehicles Total:</b>	<b>\$ -</b>
				<b>GRAND TOTAL:</b>	<b>\$ -</b>

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

\*Bid is not to exceed value

\*\*Move dates subject to change

### BID FORM - GROUP 3 - INDIVIDUAL SHEET - EAST HIGH SCHOOL

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

Bidder Must Check One: **BID** \_\_\_\_\_ **NO BID** \_\_\_\_\_

<b>GROUP 3 - East High School</b>						
Man Power	Position	Hourly Rate	# Hours	# of Crews	# Workers/Crew	Total Cost
	Straight Time - Supervisor					\$ -
	Straight Time - Driver					\$ -
	Straight Time - Laborer					\$ -
	Overtime (Time & Half) - Supervisor					\$ -
	Overtime (Time & Half) - Driver					\$ -
	Overtime (Time & Half) - Laborer					\$ -
	Background Checks	\$ _____/employee				\$ -
					<b>Man-Power Total:</b>	<b>\$ -</b>

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

Vehicles	Vehicle Type	Hourly Rate	# Hours	Units Required	Total Cost
					\$ -
					\$ -
					\$ -
				<b>Vehicles Total:</b>	<b>\$ -</b>
				<b>GRAND TOTAL:</b>	<b>\$ -</b>

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

\*Bid is not to exceed value

\*\*Move dates subject to change



**BID FORM - GROUP 3 - INDIVIDUAL SHEET - RSMP WAREHOUSE**

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

Bidder Must Check One:  BID  NO BID \_\_\_\_\_

GROUP 3 - RSMP Warehouse	Position	Hourly Rate	# Hours	# of Crews	# Workers/Crew	Total Cost
<b>Man Power</b>	Straight Time - Supervisor					\$ -
	Straight Time - Driver					\$ -
	Straight Time - Laborer					\$ -
	Overtime (Time & Half) - Supervisor					\$ -
	Overtime (Time & Half) - Driver					\$ -
	Overtime (Time & Half) - Laborer					\$ -
	Background Checks	\$ ____/employee				\$ -
	<b>Man-Power Total:</b>					\$ -

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

Vehicles	Vehicle Type	Hourly Rate	# Hours	Units Required	Total Cost
					\$ -
					\$ -
					\$ -
	<b>Vehicles Total:</b>				\$ -
	<b>GRAND TOTAL:</b>				\$ -

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

\*Bid is not to exceed value

\*\*Move dates subject to change

## **APPENDIX D**

**STATEMENT OF NON-COLLUSION IN BIDDING**

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

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

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

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

\_\_\_\_\_  
ADDRESS

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

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

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

\_\_\_\_\_  
DATE

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

## **APPENDIX E**

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

**Background:**

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

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

**Instructions:**

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

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

BY

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

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

\_\_\_\_\_  
ADDRESS

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

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

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

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

## **APPENDIX F**

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

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

BY:

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

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

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

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

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

\_\_\_\_\_  
TELEPHONE

Date: \_\_\_\_\_, 202\_\_

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

## **APPENDIX G**



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

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

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

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

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

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

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

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

Owner: \_\_\_\_\_

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

\_\_\_\_\_  
(Add additional pages as necessary)

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

6. If yes, please provide details below:

Owner/Agency: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

## **APPENDIX H**

### STATEMENT OF BIDDER QUALIFICATIONS

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

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

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

Yes      No

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

Names _____	Names _____
_____	_____
_____	_____

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

Yes      No

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

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

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

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

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

Yes      No

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

Violation	Remediation
_____	_____
_____	_____
_____	_____

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

Yes      No

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

Name	Claim	Status	Disposition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____


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

Yes            No

Lawsuit	Index Number	Disposition

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

Yes            No

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

Proceeding	Project	Disposition

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

Yes            No

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

Violation	Remediation

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

Yes                      No

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

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

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

Yes                      No

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

Proceeding	Project	Disposition
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Yes                      No

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

Name	Charge	Disposition
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Yes      No

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

Project Bid	Start Date	Low Bidder

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

Yes      No

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

Project	Construction Cost	Percent Complete	Completion Date

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

Yes      No

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

Project Bid	Reason	Date

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

Yes      No

**SWORN STATEMENT OF BIDDER:**

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

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

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

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

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

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2020

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



## **APPENDIX I**

## DIVERSITY PROGRAM (“DP”) FORMS

The attached Diversity Program (DP) Forms will be used by the ICO and Board to monitor Contractor compliance with the Goals of the Diversity Plan. The Board or ICO may modify these forms as appropriate or require additional forms as needed to implement Diversity Plan requirements, in which case, new or updated forms will be provided to Bidder/Contractor.

### INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1. **DP -1: SCHEDULE OF EBE PARTICIPATION** (*Submit with bid*):  
This form is to be completed and submitted with the response to the RFP or Bid. The selected bidder or respondent shall be required to resubmit its final version, signed by the bidder/respondent, showing all those contractors and or vendors it has entered into agreement with to meet the goals for participation by Eligible Business Enterprises (“EBE’s”), defined within the RSMP Diversity Plan (e.g., MBE’s, WBE’s, DBE’s and SBE’s).
2. **DP -2: EBE LETTER OF INTENT TO PERFORM** (*Submit within 10 days’ notice of award of Contract*):  
This form is required of the selected contractor. The contractor must fill these out and secure signatures from all EBE firms proposed as subcontractors on contractor’s approved DP-1 form.
3. **DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT** (*Submit monthly*):  
This form provides a monthly summary of employment workforce utilization. It is used to track the diversity of a particular contractor’s workforce and its responsiveness to the objectives required by the Diversity Plan. The contractor is required to submit this form on a monthly basis.
4. **DP – 3A: MONTHLY EBE UTILIZATION REPORT** (*Submit monthly*):  
This form provides a monthly summary of work provided by EBE’s listed in the Utilization Plan (DP-1). The contractor is required to submit this form on a monthly basis.
5. **PROMISE OF NON-DISCRIMINATION** (*Submit with bid*)  
Must include signed certification from bidder.
6. **EBE ASSURANCE STATEMENT** (*Submit with bid*).  
This form is to be completed and submitted with the response to the RFP or Bid.
7. **GOOD FAITH EFFORTS CHECKLIST** (*Submit with bid*):
8. **RSMP CERTIFICATION OF ELIGIBLE BUSINESS ENTERPRISE (EBE) FINANCIAL STATUS** (*Submit within 10 days’ notice of award of Contract*):

This checklist must be completed to indicate the efforts that Bidder/ Proposer undertook in attempting to meet Diversity Program Goals.

<b>EBE UTILIZATION PLAN (DP-1)</b>				<b>ROCHESTER SCHOOLS MODERNIZATION PROGRAM Phase II</b>			
1. Project:				2. Bidding on Contract No./Contract Name:			
3. Bidding Contractor Name / Address / Phone No. / Fax No. / FEIN:				4. Bid Submittal Date (MM / DD / YYYY):			
<input type="checkbox"/> Original DP-1				<input type="checkbox"/> Revised DP-1		Revision Date:	
<b>Project Goals: MBE - 17% WBE - 10% DBE - 3% SBE - 3%</b>							
6. Name / Address / Phone No. and FEIN of Proposed MBE, WBE, DBE, or SBE	7. Certified as EBE	8. Performance Category	9. Scope of Services to be Provided	10. Proposed Percent	11. Proposed Dollars		
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 form, or discussed with, each of the M/WBE, SBE, or DBE firms listed herein prior to the submission of the accompanying bid. The authorized representative of the bidding company also hereby certifies their proposal complies with the RSMP diversity section or has engaged the ICO and complied with the appropriate procurement process.							
Bidding Company's Official Printed Name and Title:							
Authorized Signature:				Title:			
The ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder submitting this form the amounts indicated above.							

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

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

RSMP Project: \_\_\_\_\_ Bidder: \_\_\_\_\_

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

\_\_\_\_\_ Sole Proprietorship (individual) \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Joint Venture

Detailed description of work items to be performed by EBE: \_\_\_\_\_  
\_\_\_\_\_, for the following price: \$ \_\_\_\_\_

Check all categories that apply to proposed EBE subcontractor: \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ DBE \_\_\_\_\_ SBE

The total value of EBE participation is \$ \_\_\_\_\_; which is % of the total Proposal.

(Type or Print Name of EBE 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 in the applicable performance category. Failure to include said certification letter(s) to the satisfaction of the ICO is grounds for rejection of the proposed EBE.** Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall immediately resubmit the necessary revised forms to the attention of the ICO for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the ICO and award and execution of a contract with the RJSCB to the bidder.

_____ Bidder Name	_____ Proposed EBE Name
_____ Bidder Address	_____ Proposed EBE Address
_____ Bidder Phone Number	_____ Proposed EBE Phone Number
_____ Company Officer Name & Title (Print)	_____ Company Officer Name & Title (Print)
_____ Company Officer Signature & Date	_____ Company Officer Signature & Date

For RJSCB Use Only

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

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

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

1. *Project:* - name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY) \_\_\_\_/\_\_\_\_:* indicate the monthly period reporting on, i.e. SEP 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 agreement with relative to this 1<sup>st</sup> tier Project contract. If you are a first tier contractor leave blank or indicate N/A.
5. *Construction Trade Class. –* indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc., which the reporting entity utilized during this reporting period.
6. (a) *Total All Hours by Trade M (Male) F (Female) –* under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.  
  
(b – e) *Minority Hours by Trade M (Male) F (Female) –* under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
7. *Minority % of Total Hours – the percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. 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. ie (6a.F/(6a.M + 6a.F))*

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

*DP-3 Instructions, page 2:*

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

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

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

MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP													ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE II														
1. Project: _____													2. Reporting Period: ___/___/___ - ___/___/___														
3. Reporting Contractor Name / Address / Phone No. / Fax No. _____													4a. Reporting Contractor is a ( ) 1st Tier - or - ( ) Lower Tier Contractor														
4b. Only if a lower tier contractor, indicate to whom you are a subcontractor: _____																											
No Work Performed ( )																											
5.	POSITION	EMPLOYEE	City of Rochester Resident (Y/N)	6a. Total All Hours by Service		6b. Caucasian (Hours)		6c. Black (Hours)		6d. Hispanic (Hours)		6e. Asian or Pacific Islander (Hours)		6f. American Indian or Alaskan Native (Hours)		7. Minority (Male & Female) % of Total Hours	8. Female (Caucasian Only) % of Total Hours	9. Total Number of Employees		10. Total Number of Caucasian Employees		11. Total Number of Minority Employees					
				M	F	M	F	M	F	M	F	M	F	M	F			M	F	M	F	M	F	M	F	M	F
				Grand Total		0		0		0		0		0		0		0		0		0		0			
Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted project site during the above noted month.																											
11. Reporting Company Official's Printed Name and Title _____													12. Reporting Company Official's Signature _____														
													13. Date Signed _____														
													14. Page _____ of _____														

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

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

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

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

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

*In addition to required submissions noted above, the same submissions must be made by the 1<sup>st</sup> tier contractor directly to the ICO no later than the 5<sup>th</sup> day of the following month. (i.e. August 2018 DP-3's/RSMP or No-Labor Notice(s) must be received by September 5, 2018.)*

END OF INSTRUCTIONS FOR COMPLETION



DP-3A

DP-3A

**MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT**  
**Rochester Schools Modernization Program Phase II**

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

**Project Name:** \_\_\_\_\_ **Original Contract:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_ **Change Orders to Date:** \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_ **Current Contract:** \$ \_\_\_\_\_

**Address:** \_\_\_\_\_ **MBE % of Current Contract:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **WBE % of Current Contract:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_ **DBE % of Current Contract:** \_\_\_\_\_

\_\_\_\_\_ **SBE % of Current Contract:** \_\_\_\_\_

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

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

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

**PROMISE OF NON-DISCRIMINATION**

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

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise be discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Owner or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make Good Faith Efforts to solicit EBE's to do business with this Company;
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination or Good Faith Efforts to attain the EBE utilization Goals and reporting requirements, 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.

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(Authorized Company Representative  
Signature)

**EBE ASSURANCE STATEMENT**

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

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

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

**Representation of EBE Status**

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

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

\_\_\_\_\_

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

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

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

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

**Work to be performed:**

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

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

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

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

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

**Contractor/Bidder acknowledgement:**

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

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

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

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

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

**GOOD FAITH EFFORTS CHECKLIST**

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

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

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

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

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

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

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

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

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

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

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

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

(GOOD FAITH EFFORTS CHECKLIST, page 2):

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

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

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

Please note all categories of ownership that apply:

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

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

Please note all categories of ownership that apply:

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

(GOOD FAITH EFFORTS CHECKLIST continued on following page):

(GOOD FAITH EFFORTS CHECKLIST, page 3):

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

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

Please note all categories of ownership that apply:

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

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

Please note all categories of ownership that apply:

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

END OF GOOD FAITH EFFORTS CHECKLIST

## **Rochester Schools Modernization Program Certification of Eligible Business Enterprise (EBE) Financial Status**

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

I, \_\_\_\_\_ certify that \_\_\_\_\_ (herein, "Company")  
**Owner/ Authorized Agent (print)** **Company Name (print)**  
meets the requirements of the Rochester Schools Modernization Program (RSMP) definition of an Eligible Business Enterprise ("EBE") in the following category (see page 2 for additional categories):

(Please check box if applicable)

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

**NOTE:** *RSMP can only accept this application for consideration of Certification status in the Small Business Enterprise (SBE) category. Firms whose annual receipts over the last 3 years exceed \$2,000,000.00 are not eligible to be a certified Small Business Enterprise (SBE).*

I further certify that I am familiar with the annual receipts for Company, including affiliates, as calculated in accordance with the standards established under 13 CFR 121.104, and (please check one):

- Annual receipts over the last three (3) years were under \$1,000,000.00.
- Annual receipts over the last three (3) years were between \$1,000,000.00 and \$2,000,000.00.
- Annual receipts over the last three (3) years were greater than \$2,000,000.00.

I further certify as follows (please check the appropriate boxes below).

- Company has been in business three (3) complete fiscal years or more.
- Company has been in business less than three (3) complete fiscal years:

I can confirm that total receipts for the period the Company has been in business divided by the number of weeks Company has been in business, multiplied by 52, yields the following amount of total receipts (check one):

- Less than \$1,000,000.00; or
- Between \$1,000,000.00 and \$2,000,000.00; or
- Greater than \$2,000,000.00.

Please check the box for any existing certifications held by Company.

**NOTE:** Certification for the following three (3) categories is acquired by application and approval for M/W/DBE status by the State of New York (ESD), City of New York (NYCSBS), Dormitory Authority of the State of New York (DASNY), Port Authority of New York & New Jersey (PANYNJ) or U.S Department of Transportation (USDOT). RSMP does not award certification for the following categories. \*\*

"Minority-Owned Business Enterprise (MBE)" shall mean an independent concern that is at least 51% owned, operated and controlled by a minority who is a citizen of the United States, or a permanent resident of the United States.

"Woman-Owned Business Enterprise (WBE)" shall mean an independent concern that is at least 51% owned, operated and controlled by female member(s) who are citizens of the United States or permanent residents of the United States.

"Disadvantaged Business Enterprise (DBE)" shall mean a business enterprise where the majority ownership is by a disadvantaged individual citizen of permanent resident of the United States meeting the certification requirements for a disadvantaged business enterprise in New York.

**\*\* Firms certified in multiple EBE categories must select one category for purposes of each contract.**

Please indicate which trades, services or commodities your business performs or offers:

_____	_____
_____	_____
_____	_____

By signing below, I certify that I am the owner, principal, or other authorized agent of Company. I will notify Rochester Schools Modernization Program's Independent Compliance Officer (ICO), if there are any changes that would alter the content of this Certification, within 30 days of such change occurring.

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

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

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

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

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

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

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

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



## **APPENDIX J**

## ROCHESTER JOINT SCHOOL CONSTRUCTION BOARD - Purchase Order

Purchase Order Number		Date:	
M-2C-00xx			
<u>SUPPLIER/MOVER:</u>		<u>BUYER/OWNER:</u>	
Name		Name	Rochester Joint Schools Construction Board
Attn:		Attn:	c/o Christine Vargas, Vargas Associates
Address		Address	70 Carlson Road
City		City	Rochester
State		State	New York
Zip		Zip	14610
Phone		Phone	585-730-8260
Fax		Fax	
Email		Email	christine.vargas@vargasassociates.com
Term of PO:	Product/Service:	Quantity:	Price:
Commences: Expires:	Provide move relocation services for the schools and locations noted on this Purchase Order.	Lump Sum (not to exceed)	\$
Shipping Method:	Place of Delivery:	Date of Move Services:	Other Specifications:
NA	Services will be provided to the following schools:	To be finalized by Move Manager.	PHASE 2C/2D Per the Move Bid dated 1/9/20, bids received on 2/6/20.
Supplier/Mover:		Owner:	
By:		By:	
Dated		Dated	

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

## TERMS AND CONDITIONS OF PURCHASE ORDER

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

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

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

Contract Documents. Shipments shall be delivered FOB to Buyer's receiving site specified on the face of this Purchase Order, unless modified by Owner prior to performance.

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

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

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

7. Indemnification. To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless Buyer, the City of Rochester, the Rochester City School District, County of Monroe Industrial Development Agency ("COMIDA"); U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project ("Trustee"); Gilbane Building Company, Savin Engineers P.C., and Vargas Associates Inc., and their respective officers, directors, employees and agents (collectively, the "Indemnified Parties"), from and against any claims, actions, losses, costs, damages, liabilities or expenses of any nature (including reasonable attorneys fees and costs) arising from or in connection with any actual or alleged (a) violation of any Law (as defined in Section 12) committed by Supplier, its agents, representatives, employees, or subcontractors, or any of their respective agents and employees (collectively, "Supplier Indemnifying Parties"); (b) breach of representations, warranties, covenants or other obligations of Supplier under this Purchase Order; (c) any act or omission of any Supplier Indemnifying Parties; or (d) manufacture or delivery of Products or performance of any Service hereunder, except to the extent that any such injury or damages are due directly and solely to the negligence of the Indemnified Parties.

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

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

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

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

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

(e) Any other insurance required of Supplier as is set forth in Section 7 of the Contract Documents.

Supplier and its subcontractors shall maintain such insurance, at their own cost and expense, throughout the term of this Purchase Order. Supplier shall provide Buyer with certificates of insurance evidencing such insurance for itself and its subcontractors prior to the start of work. The above insurance must be purchased from insurers licensed, admitted, and authorized to write insurance in New York State (or such other place as Work is performed) and is A.M. Best Rated "A-" or "Better." Each of the following shall be named as Additional Insureds on a Primary and Non-Contributory basis for such insurance (other than Workers' Compensation and Employer's Liability Insurance): the Rochester Joint Schools Construction Board ("RJSCB" or "Owner"); Vargas Associates, Inc. ("Project Manager"); Rochester City School District ("RCSD"); the City of Rochester ("City"); County of Monroe Industrial Development Agency ("COMIDA"); U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project ("Trustee"); Gilbane Building Company and Savin

Engineers P.C. ("Program Manager"), (herein, the "Additional Insureds"). All policies shall incorporate a provision requiring the giving of written notice to Buyer at least thirty (30) business days prior to the cancellation, non-renewal or modification of any such policies. Insurance must be written on an occurrence basis and maintained without interruption from the date of commencement of work until the date of final payment, or such longer period for which any coverage is required.

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

10. Pricing. Product and Services rates (the "Prices") are set forth on the first page of this Purchase Order. Prices are firm, fixed prices, and include all fees and tariffs. Unless otherwise noted on the face page of this Purchase Order, Buyer is exempt from all sales and compensating use tax of the State of New York or of any City or County in the State of New York, and Supplier shall not include any such taxes in the Prices or on any invoice issued to Buyer.

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

12. Compliance with Laws. Supplier warrants that all Products and Services will be produced or performed in compliance with all applicable local, federal and state laws,

rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods (collectively, "Laws").

13. Termination. In addition to any other grounds for termination set forth in the Contract Documents, the Contract and Purchase Order may be terminated as follows:

(a) if the Seller breaches any material term of the Purchase Order or other Contract Documents, the Buyer may terminate the Contract and Purchase Order if the Seller does not cure its breach within seven (7) days after receipt of written notice from the Buyer or its Move Manager specifying the breach; (b) by Buyer pursuant to Section 14; (c) the Buyer may terminate the Contract and Purchase Order upon not less than seven days' written notice to supplier for Buyer's convenience and without cause; or (d) by either party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy or similar laws of any jurisdiction, and such proceeding is not dismissed within 60 days of its filing. Upon termination of this Contract and Purchase Order for any reason, Buyer shall pay to Supplier the price provided in the Purchase Order for all Products which have been delivered and all Services which have been satisfactorily completed prior to termination and which are accepted by Buyer in accordance with this Purchase Order. However, in the event of a material breach of Contract and termination of Seller, the Buyer shall be entitled to use any remaining balance of funds available to secure replacement Products or Services. Seller shall be liable to the extent that the cost of such replacements exceed the remaining balance of the Purchase Order.

14. Force Majeure. Notwithstanding anything to the contrary herein, neither party shall be liable for delay or failure in the performance of any of its Contract obligations if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party (event of "force majeure"), including but not limited to fires, floods, explosions, accidents, acts of God, war, riot, terrorism, strike, lockout or other concerted acts of workers, and acts of government; provided, however, that the party claiming that a force majeure event has affected its performance shall give notice to the other party within five (5) days of becoming aware thereof. The party giving such notice shall use its best efforts to eliminate or prevent the cause so as to continue performing its Contract obligations.

If an event of force majeure, as described in this Section 14, affects Supplier and lasts for longer than twenty (20) days, Buyer may, in addition to any other remedy available to Buyer herein or at law or equity, terminate this Purchase Order without liability, except for payment for deliveries made prior to termination and which have been accepted by Buyer.

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

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

17. RSMP Diversity Program. Supplier is expected to use its best efforts to meet the diversity and equal employment opportunity goals and must document its efforts to submit to the Owner's "Independent Compliance Officer" ("ICO"), as set forth more fully in the Contract Documents. Supplier's failure to adhere to the RSMP Diversity Program goals shall be grounds for remedial action by Buyer, including suspension or termination of Contract, declaration of non-responsiveness of Seller, rejection of future bids by Seller, finding of Seller ineligibility for future RSMP contracts, and/or withholding of payment

## **APPENDIX K**

**Moving Furniture and Equipment**

**12/01/2019**

**JOB DESCRIPTION** Moving Furniture and Equipment

**DISTRICT** 10

**ENTIRE COUNTIES**

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

**WAGES**

Per hour: 07/01/2019

Driver-Heavy & Tractor Trailer \$ 22.71  
(capacity of at least 26,000  
pounds Gross Vehicle Weight)

Driver-Light Truck 17.29  
Helper 15.33  
Packer\* 13.49

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

**IMPORTANT INFORMATION:**

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 2.18

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

### Overtime Codes

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

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

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

Prevailing Wage Rates for 07/01/2019 - 06/30/2020  
Last Published on Dec 01 2019

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- 
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
  - ( T ) Triple the hourly rate for Holidays
  - ( U ) Four times the hourly rate for Holidays
  - ( V ) Including benefits at SAME PREMIUM as shown for overtime
  - ( W ) Time and one half for benefits on all overtime hours.
  - ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)



Prevailing Wage Rates for 07/01/2019 - 06/30/2020  
Last Published on Dec 01 2019

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## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

## **APPENDIX L**



Rochester Schools Modernization Program

## Memo

To: All RSMP Movers  
From: Christopher Clarke, Program Manager  
Date: 12/9/2019  
Re: Application for Payments-Due Dates- Compliance Paperwork Submittal dates

---

Movers, please find the due dates below for your Payment Applications (Invoices) to be turned into Vargas Associates. Compliance Paperwork (DDP-3 and DDP-3a) and certified payroll must also be submitted at this time. Invoices must be submitted by the due date or your payment will be delayed.

**Dates:**

Monday, April 6, 2020	Friday, September 4, 2020
Tuesday, May 5, 2020	Tuesday, October 6, 2020
Thursday, June 4, 2020	Wednesday, November 4, 2020
Monday, July 6, 2020	Friday, December 4, 2020
Tuesday, August 4, 2020	

Please email all paperwork to Jen Wozniak at Vargas Associates.

\*\*\*\*The fiscal year for the RJSCB ends on June 30, 2020. Please make sure that invoices submitted in July for the month of June are for work up to June 30<sup>th</sup>.

## **APPENDIX M**

**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

## **APPENDIX N**

## **HOW TO MAKE A FINGERPRINTING APPOINTMENT TO OBTAIN NYSED CLEARANCE**

### **LOCATIONS FOR FINGERPRINTING:**

U.S. Security Associates, Inc. 36 West Main Street, Suite 545 Rochester, NY 14614	Blackhawk Training Academy 3300 Monroe Avenue, Suite 206 Rochester, NY 14618	Sylvan Learning Center 2510 Rochester Rd Canandaigua, NY 14424
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### **TO SCHEDULE AN APPOINTMENT:**

Contact MorphoTrust by going to their website at [www.identogo.com](http://www.identogo.com), click on New York State (on the map) and follow the directions to make an online appointment, or by calling 1(877)472-6915.

*You will need a 6-digit Service Code. NEW YORK STATE EDUCATION DEPARTMENT SERVICE CODE: 14ZGR7.*

### ***To be prepared for your appointment, you will need:***

#### **FINGERPRINTING FEE AND PAYMENT:**

The fee for fingerprinting is \$99.

After June 23, 2017, the fingerprinting fee has to be paid in person (no more on-line payment will be accepted) at the time of your fingerprinting appointment.

#### **Acceptable forms of payment are:**


Credit cards, debit cards, or checks (business check, government check, certified check, bank check or money order made payable to "MorphoTrust USA).

***As of February 2, 2016, NY Enrollment Centers is no longer accepting cash payments.***

#### **PROOF OF IDENTIFICATION:**

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Document that contains a photograph
- Foreign Driver's License (Mexico and Canada Only)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- U.S. Tribal or Bureau of Indian Affairs Identification Card (Enhanced Tribal Card Only)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)

**If you cannot make your appointment, you are required to call MorphoTrust and reschedule your appointment. Please call 24 hours prior to your appointment.**

Rochester City School District 131 W. Broad Street Rochester, NY 14612	<b>Request for Fingerprinting Clearance from NYSED                  for                  Non-RCSD</b>	
Instructions:	<p style="text-align: center;"><i>It is the responsibility of the agency and Requestor to make sure all agency employees are cleared by the New York State Education Department (NYSED) and not another fingerprinting entity prior to providing services to RCSD students in a district facility.</i></p> <p>Complete this form to secure a "Clearance for Employment" for an individual who has been <u>previously</u> fingerprinted and cleared by the NYSED. Agency employees CANNOT work until NYSED clearance has been confirmed. If previously fingerprinted in New York City, please do not complete, and notify the Requestor.</p> <p><b>Section 1:</b> Agency employee completes this form and submits it to their Agency Office Manager.  <b>Section 2:</b> Agency Office Manager completes this form and submits it to the School Principal or Secretary for building access if the assignment is in a school building. (If the assignment is not in a school building, submit the form directly to the Requestor.)  <b>Section 3:</b> The School Principal or Secretary emails the form to the "Requestor".  <b>Section 4:</b> The Requestor completes this form and submits it to <a href="mailto:fingerprinting@rcsdk12.org">fingerprinting@rcsdk12.org</a>.</p> <ul style="list-style-type: none"> <li>• Upon receipt of this form, the Fingerprinting Office "requests clearance" from NYSED and links the clearance to RCSD. Then emails the fingerprint clearance status and the ID badge process to all parties that completed this form.</li> <li>• ID badges will be issued only after the Fingerprinting/ID Office emails the fingerprint status to all parties. (A photo identification is required to obtain a district badge) Building access will only be granted with the school principal's approval.</li> </ul>	
Type or print all information. Inaccurate, incomplete or illegible information will delay processing.		
SECTION 1 (Agency Employee)		
Name: (Last, First, Middle, Initial)	Social Security Number:	Date of Birth: (mm/dd/yyyy)
Mailing Address:	City/State/Zip:	Email Address:
Home Telephone:	Cell phone:	Title of position employee currently holds:
RCSD assigned school/s:	Employee's Signature:	
SECTION 2 (Agency Office Manager)		
Agency Name and Address & Zip Code:		Telephone:
Agency Office Manager's Name:		Email Address:
Agency Office Manager's Signature:		Date: ___/___/___
SECTION 3 (Principal or School Secretary)		
Access to building: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		Date: ___/___/___
School Principal or Secretary Name: (Please PRINT)		School Principal or Secretary Signature:
SECTION 4 (Requestor)		
Requestor's Name (please print):		Telephone:
Location of Services:		Term of Contract:
SAFETY & SECURITY OFFICE USE ONLY		
Requested Clearance Date: ___/___/___	Other _____	
Full Clearance Date: ___/___/___	Notified School & Agency Office Manager Date: ___/___/___	
Issued ID Badge Date: ___/___/___		



## **APPENDIX O**

**Milestone Schedule – Moving Services Bid  
 Spring / Summer 2020**

Advertisement of Bid .....	1/09/20	Savin / Gilbane
Pre-Bid Meeting .....	1/16/20 7:30am- 10:30am	Vargas Associates
Bid Questions Submitted .....	1/22/20 by 1:00pm	Moving Companies
Bid Response Distribution .....	1/24/20 by 5:00pm	Vargas Associates
Bids Due .....	2/06/20 at 2:00pm	Bidders
De-Scoping Meetings .....	2/12/20	Bidders / VA / Savin / Gilbane
Recommend Award.....	2/14/20	Vargas Associates
Committee Meeting .....	3/05/20	RJSCB
Board Approval .....	3/09/20	RJSCB
Award Contracts.....	3/27/20	Vargas Associates

