



# REQUEST FOR PROPOSALS

## **Environmental Project & Indoor Air Quality (IAQ) Monitoring / Sampling Services for Phases 2c/d**

The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program, seeks to identify professional firms qualified to provide Environmental Project & Indoor Air Quality (IAQ) Monitoring / Sampling Services for the preconstruction and construction phases of Phases 2c/d of the Rochester Schools Modernization Program (RSMP).

**ISSUE DATE:**

**October 17, 2017**



**Rochester Schools  
Modernization Program**

**70 Carlson Road  
Rochester, NY 14610**



**City of Rochester, NY  
Lovely A. Warren, Mayor  
Rochester City Council**



**Rochester Joint Schools Construction Board**  
70 Carlson Road, Rochester, New York 14610 Telephone: 585-512-3820

## REQUEST FOR PROPOSALS

**Date:** October 17, 2017

**To:** Environmental Project & Indoor Air Quality  
(IAQ) Monitoring / Sampling Services Firms

**From:** Rochester Joint Schools Construction Board

**Project Title:** Environmental Project & Indoor Air  
Quality (IAQ) Monitoring / Sampling Services

**Send Proposal to:**

Rochester Joint Schools Construction Board

**Attn:** Pépin Accilien, Program Director  
70 Carlson Road  
Rochester, NY 14610

**Email Contact:** [afleischer@savinengineers.com](mailto:afleischer@savinengineers.com)

RFP SCHEDULE	DATES
RFP issued to Consultants / potential responders	October 17, 2017
Deadline for submittal of questions, clarifications and modifications regarding the RFP by Consultants/potential responders	October 25, 2017 (12 Noon)
Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: <a href="http://www.rcsdk12.org/rsmp">www.rcsdk12.org/rsmp</a>	October 31, 2017 (5:00 p.m.)
<b>Submittal Deadline for Request for Proposals</b>	November 10, 2017 (12 Noon)
Interviews with Short-Listed Consultants (anticipated)	November 16, 2017
Award (anticipated)	December 11, 2017

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## PURPOSE OF REQUEST FOR PROPOSAL

The Rochester Joint Schools Construction Board (the “RJSCB” or “Owner”), on behalf of the Rochester City School District (the “RCSD” or “District”) and the City of Rochester (the “City”), seeks the professional services of an Environmental and Indoor Air Quality Consultant with expertise in various phases of design and construction of public school buildings. It is anticipated that the selected Service Provider will review design documents prepared for the abatement/remediation of these projects; observe and monitor execution of abatement/remediation; inspect as required; perform required testing; conduct air sampling, and document conditions according to applicable law, codes, regulations, regulatory guidelines and standards.

The Rochester Schools Modernization Program (RSMP) is governed by the RJSCB to modernize the Rochester City Schools. This RFP is specific to RSMP Phases 2c/d only, in accordance with Chapter 533 of the Laws of New York enacted on December 17, 2014. The RJSCB reserves the right to issue contracts to multiple consultants that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired.

The Phase 2 Act authorizes the reconstruction of up to 26 projects at a total cost not to exceed \$435 Million. For Phase 2, the RJSCB intends to undertake 14 projects in 13 schools for the design, reconstruction, or rehabilitation of existing school buildings for their continued use as schools by the RCSD (collectively, the “Phase 2 Projects”), which have been further defined as Phase 2a, Phase 2b, Phase 2c, and Phase 2d. The Phase 2 Master Plan, approved by the RCSD Board of Education, the City and the RJSCB, submitted to the NYS Education Department (“NYSED”) and NYS State Comptroller, includes the following Phase 2 c and 2d schools:

- Clara Barton School No. 2
- George Mather Forbes School No. 4
- Dag Hammarskjold School No. 6
- Dr. Walter Cooper Academy School No. 10
- Flower City School 54/30

All services will be provided in accordance with the governing laws of the State of New York, the NYSED, the City, the RJSCB, and the RCSD. The services to be provided will include compliance with all due dates and deadlines, coordination with the RJSCB/RCSD internal departments and outside consultants, as well as successful administration of work under the direction of the RSMP Phase 2 Program Manager – Savin Engineers, P.C. (the “Program Manager” or “PM”).

For more information on the 2c/d schools included in this RFP, the following information can be downloaded for review:

- *RJSCB Strategic Plan, Volume 1: Strategic Plan Summary* at:  
<https://www.rcsdk12.org/cms/lib/NY01001156/Centricity/Domain/73/Volume%201%20Strategic%20Plan%2028APR16%20FINAL.pdf>
- *RJSCB Strategic Plan, Volume 4: Supplementary Appendix* at:  
<https://www.rcsdk12.org/cms/lib/NY01001156/Centricity/Domain/73/Volume%204%20Supplementary%20Appendix%2028APR16%20FINAL.pdf>

## DISTRICT INFORMATION

The RCSD serves approximately 28,000 students in P-K through grade 12. The District employs approximately 6,000 full-time employees.

## **RJSCB INFORMATION**

The RJSCB oversees the RSMP, which is a multi-phase joint initiative of the RCSD and the City to update and improve school facilities. The comprehensive Program is estimated at \$1.2 billion spanning approximately 15 years.

Phase 2 of the 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 RJSCB, which is charged with implementing the comprehensive Strategic Plan of the RCSD.

Schools 2, 4, 6, 10, and 54/30 will have pre-construction services commencing during the spring of 2018 with construction following in summer 2018.

## **SCOPE OF SERVICES**

The Service Provider selected to provide Environmental Project Monitoring (including water testing) and Indoor Air Quality Monitoring/Sampling Services for the RJSCB Project will report to the Program Manager. Each Service Provider must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Environmental Project Monitoring (including water testing) and Indoor Air Quality Monitoring/Sampling Services for the Project. Please refer to Attachment B, Scope of Services.

## **RECORDS AND REPORTS**

Detailed reports shall be prepared. Please refer to Attachment B, Scope of Services, for specific stipulations.

## **PERFORMANCE REQUIREMENTS**

Upon 24-hours' notice from the Construction Manager (CM) and/or Abatement Contractor, the Service Provider shall respond to the project site to perform such monitoring and sampling services as requested and as required by Applicable Law. Please refer to Attachment B, Scope of Services, for specific stipulations.

## **CONTRACTOR RESPONSIBILITIES**

Refer to Attachment B, Scope of Services.

## **RFP REVIEW CRITERIA**

The written responses to the following points shall be used as criteria for developing a list of firms that will be invited for interviews prior to final selection by the RJSCB. Please specifically identify the following for consideration that relate to the Phases 2c/d project(s) for which the firm is submitting a fee proposal(s):

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

**Performance Criteria:**

The following criteria will be used when selecting a firm for potential selection:

- Document Quality (i.e. Completeness, Accuracy, Coordination of Disciplines);
- Adherence to the RJSCB’s Construction Management Standards;
- Flexibility to the RJSCB’s Changes;
- Adherence to the Project Schedule;
- Coordination with Project Management Team;
- Familiarity with and understanding of the Rochester Schools Modernization Project.

The RJSCB, with its Program Manager, will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which firm can provide the most effective services. Minority-Owned and Women-Owned firms are encouraged to respond. See the RJSCB’s Equal Opportunity statement in this RFP. Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

**SUBMITTAL REQUIREMENTS / RESPONDING TO THE RFP**

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

**Submission**

Submit seven (7) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the Rochester Joint Schools Construction Board located at 70 Carlson Road, Suite 200 Rochester, NY 14621; Attention: Mr. Pépin Accilien, Program Director, no later than the date and time posted in the schedule for this RFP. All deliveries must be clearly marked as proposals on the outside of the package.

- The RJSCB reserves the right to award contracts to one or more firms upon the recommendation of the Program Manager. All of the aforementioned scope of services shall be required of the selected and assigned firms;
- Unit prices for services are to be submitted on the enclosed Fee Submittal Form, shown as Form I.

**Statement of Qualifications**

The proposer’s Statement of Qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration for Environmental Project Monitoring and Indoor Air Quality Monitoring / Sampling Services. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below.

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

- Name of Proposer;
- Permanent Main Office Address;
- Date of Organization;
- Legal form of ownership. If a corporation or other entity, date and jurisdiction of incorporation or formation;
- How many years have you been engaged in the services you provide under your present name?
- Experience in work similar in scope of services and in importance to this proposal;
- List not less than three (3) client references for which services similar to those identified in this Request for Proposal are currently, or have previously been provided. Include for each client:
  - Name of Organization;
  - Appropriate gross cost of agreement;
  - Date services started;
  - Services being provided;
  - Responsible official, address and telephone number of person available as a reference.
- Have you ever failed to complete any work awarded to you? If so, where and why?

**Request for Proposals: Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services**

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

**Sample Reports**

Examples/samples of the firm's deliverables for the following should be included in the RFP: Test Report, Narrative or Executive Summary, Non-conformance Report.

**Fee Proposal**

Refer to Form I for submission of hourly rates.

**Preparation Costs**

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

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

**INSURANCE REQUIREMENTS**

All respondents to this RFP are presumed to be able to meet the insurance requirements shown in Attachment D.

**INTERVIEW/SELECTION PROCESS**

Proposals will be reviewed and evaluated by a panel composed of RSMP and RJSCB staff, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time and location. It is anticipated that firms will be notified by the date and time posted in the schedule for this RFP regarding interviews.

After the interviews have taken place, the selected firm will be contacted regarding contract execution. Final selection of the firm is anticipated to occur at the RJSCB meeting on December 11, 2017.

**QUESTIONS**

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

Any questions regarding the RFP or selection process should be submitted via email to [afleischer@savinengineers.com](mailto:afleischer@savinengineers.com) by the date and time posted in the schedule for this RFP. Submitted questions and answers will be provided to all solicited firms via email by Addendum by the date and time posted in the schedule for this RFP barring any unforeseen circumstances.

**EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY PROGRAM**

The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged and small business enterprises, and minority and women employees and principals (M/W/D/SBEs) are given the opportunity to participate in the performance of contracts of the RJSCB. Please refer to the details in Form VI.

## PROCUREMENT PROCESS

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

### **Interim Procurement Officer:**

Mr. Pépin Accilien  
Program Director  
Rochester Joint Schools Construction Board  
70 Carlson Road.  
Rochester, NY 14610  
Phone: (585) 512-3822



**ATTACHMENT A TO PHASES 2C/D ENVIRONMENTAL PROJECT & INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING (SAMPLE AGREEMENT)**

THIS AGREEMENT, also referred to as Contract, made as of [REDACTED] by and between the Rochester Joint Schools Construction Board (RJSCB), having its principal office and place of business at 70 Carlson Road, Rochester, New York 14610 (hereinafter the "Board") and

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
Having its office and place of business at:  
[REDACTED]  
(hereinafter the "Consultant").

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

[REDACTED]

and

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

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

**1. SERVICES.**

The Board hereby retains Consultant to provide during the Term (as defined in Section 5(a)), and Consultant hereby agrees to provide to the Board, environmental project monitoring inclusive of and/or in addition to indoor air quality monitoring/sampling consulting services specifically in connection with Phase [REDACTED] of the Program at the:

which services are more fully described on Attachment A (the "Services"), in accordance with the terms and conditions of this Agreement. As used in this Agreement, "Phase 2" means the portion of the Program described in the Enabling Legislation as Phase Two. Unless the context requires otherwise, references in this Agreement to the "Program" shall be deemed to mean Phases 2c/d only. The Board may, from time to time, request changes in the scope of Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2), which are mutually agreed upon by and between the Board and Consultant, shall be incorporated in written amendments executed by both Parties.

**2. PAYMENT FOR SERVICES.**

a. Service Fees. Subject to the terms and conditions of this Agreement (including without limitation Section 2(b) and (c)), the Board agrees to pay Consultant fees for Services performed during the Term at the applicable hourly and testing rates set forth in Exhibit C and as provided in this Section 2.

For each of the Phase 2c/d projects for which Consultant is providing Services, the RSMP Program Manager (PM) will (i) provide to the consultant a written scope of work (specifications and/or drawings) inclusive of the schedule and (ii) conduct a site visit with consultant for each project awarded. Consultant will thereafter promptly provide a price proposal(s) for its Services for the subject projects and proposed schedule(s) to complete the environmental monitoring and testing based upon each project's scope of work, which if accepted by the RJSCB, shall constitute the not-to-exceed fee for consulting services for the each of the projects subject to this Agreement (the "Basic Services Fee").

Once accepted by the Board, this Agreement will be amended to include the Basic Services Fee for each project awarded herein. The Basic Services Fee can be adjusted up-or-down depending on changes in the respective scope of work and work schedule, based upon a further amendment to this Agreement. The parties agree and acknowledge that Basic Services Fee(s) have been arrived at in good faith, based upon an estimated cost of providing services for the Project(s) during the Term. Notwithstanding any other provision of this Agreement, the parties further agree and acknowledge that under no circumstances will the Basic Services Fee exceed

[REDACTED]

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██████████ If the foregoing not-to-exceed Basic Service Fees are reached before the Services have been completed in full, then Consultant shall continue to perform Services pursuant to and in accordance with the terms and conditions of this Agreement without further payment of Basic Service Fees until Services are completed or this Agreement is terminated.

Consultant will complete work for each Project under its Basic Services Fee (unless amended as provided herein) and will bill at the applicable hourly rates and testing rates agreed to by the RJSCB. Consultant's description of services shall be clearly documented with adequate details on its monthly invoice for services showing date of service, type of test, cost of test, and cost of professional or administrative service hours provided.

If Consultant believes that its billing is not aligned with the contractor's schedule; in effect, the contractor is not executing per plan and therefore, the Consultant is not completing its work as intended due to the contractor's performance, written notification shall be provided to the Construction Manager (CM) and PM alerting them of the concern within ten (10) days of Consultant's first recognition of the contractor's schedule slippage.

If Consultant's Basic Service Fees is likely to be exceeded by the estimated cost for performing an additional scope of work from the contractor, and/or due to the contractor's performance, and only after due diligence is made to adjust Consultant's work plan and schedule to address any overage, Consultant shall submit a proposal to raise the Basic Services Fee to an amount that includes all costs associated with the provision of services required for the additional scope. This Agreement will be amended to incorporate the additional fee, once approved by the RJSCB, into the Basic Services Fee. For actual Consultant costs, less than the Basic Services Fee, the RJSCB will pay for actual completed work only.

If there are failed final tests following contractor abatement or other services, the Owner will pursue a path to recover additional monitoring and testing costs from the contractor. In this regard, Consultant is expected to work closely with the contractor to reduce the risk of a failed final test.

b. Business Opportunity Program Allowance. Subject to the terms and conditions of this Agreement, and in addition to the Basic Service Fees, an allowance of \$2,500 (Two Thousand Five Hundred Dollars) shall be included in support of the Business Opportunities Program ("BOP") described in Exhibit E (the "BOP Allowance" and, together with the Basic Services Fee, the "Service Fees").

c. Expenses. In addition to the Service Fees, Consultant will be reimbursed for ██████████ while providing services during the schedule as outlined in Exhibit B. Consultant shall be responsible for all other costs and expenses incurred by Consultant in connection with the Services.

d. Limitations. During the Term, if the Board or Program Manager requests Consultant to provide additional monitoring and sampling services beyond the scope of the Basic Services, and Consultant believes that the additional scope will exceed the Basic Services Fee, only after due diligence is made by Consultant to adjust its work plan and schedule to address any

overage, Consultant shall submit a proposal for raising the Basic Services Fee to an amount that includes all costs associated with the provision of services required for the additional scope. If accepted by the Board, this Agreement will be amended to incorporate such Board-approved changes. Consultant shall not proceed with the additional work until an amendment is approved by the Board as to the scope of additional work and the fee for additional work.

For approved additional Services, Consultant will submit invoices based on approved hourly rates for services and unit costs for tests. Consultant's description of services shall be clearly documented with adequate details on its monthly invoice for services showing date of service, type of test, cost of test, and cost of professional or administrative service hours provided.

e. Invoices and Payment. No later than the 5th day of each calendar month, Consultant shall submit to the Board an invoice (each, an "Invoice") for Service Fees attributable to the prior calendar month. Each Invoice shall be in a form acceptable to the Board and shall set forth a detailed listing of the Services performed and Service Fees due Consultant pursuant to this Agreement. The Board may, prior to making any payment under this Agreement, require Consultant to submit to it such additional information with respect to Services and any Invoice as the Board reasonably deems necessary. The Board shall pay the undisputed amount of each Invoice within 30 days of the Board's approval of such Invoice or a portion thereof. If the Board disputes any Invoice or any portion thereof, the Board shall provide Consultant with written notice of the amount disputed, and the Board and Consultant shall use their respective best efforts to work together in good faith to resolve such dispute as soon as practical after delivery of such notice of dispute.

### **3. SERVICE REQUIREMENTS.**

Consultant shall perform all Services in a professional and workmanlike manner using properly trained, licensed (if applicable) and qualified individuals, and by following and applying at all times the highest professional and technical guidelines and standards. Consultant shall perform all Services in compliance with this Agreement and all applicable specifications established by the Board and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation. Consultant shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all rules, guidelines and requirements set forth in the Diversity Plan and the Business Opportunity Program applicable to the Program, as generally described in Attachment E, including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such Diversity Plan. Consultant shall submit all forms and documents (including, without limitation, DP forms), that the Board or its Independent Compliance Officer may request in connection with such Diversity Plan. Unless otherwise directed in writing by the Board, Consultant shall complete the Services in accordance with the schedule and time requirements set forth in Attachment B.

#### 4. PROPRIETARY RIGHTS.

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

#### 5. TERM AND TERMINATION.

a. Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue as described in Attachment B, or until earlier terminated as provided herein.

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

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

#### 6. PROPRIETARY INFORMATION.

a. Definition. Consultant and the Board acknowledge that this Agreement creates a relationship of confidence and trust with respect to all information of a confidential, proprietary or trade secret nature disclosed by or on behalf of the Board to Consultant that relates to the terms of this Agreement, the Program or the structure, organization or operation of the Board or any other information obtained or witnessed relative to the Board or the Program in connection with Consultant providing Services hereunder (“**Proprietary Information**”). Proprietary Information shall not include:

(i) information generally available to the public other than by a breach of this Agreement; (ii) information rightfully

received by Consultant from a third party who is lawfully in possession of the same and who is not subject to a confidentiality or nonuse obligation with respect to that information; (iii) information independently developed by Consultant or its personnel provided the person or persons developing the information have not had access to the information as received from the Board; or (iv) information already known to Consultant prior to its first receipt from the Board.

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

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

#### 7. INSURANCE.

Notwithstanding the provisions of Section 8 of this Agreement, Consultant shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverages described on Attachment D. Prior to the full and final execution of this Agreement by both Parties, and at any time thereafter upon the request of the Board, Consultant shall furnish to the Board certificates of insurance evidencing such insurance (with all endorsements required pursuant to this Agreement). All such policies, except workers compensation and professional liability policies, shall name the Board, the District, the City, Savin Engineers, P.C., the program manager for Phase 2 (the “**Program Manager**”), Gilbane Building Company (“**Gilbane**”), The County of Monroe Industrial

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Development Agency (“COMIDA” or another capital bonding agency to be named by the Board), and U.S. Bank National Association (“Trustee” or another Trustee to be named by the Board), as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Consultant shall provide a waiver of subrogation, in a form acceptable to the Board, in favor of the Board, the District, the City, the Program Manager, Gilbane, COMIDA (or another capital bonding agency to be named by the Board), and Trustee (or another Trustee to be named by the Board), with respect to the general liability, automobile liability; excess liability and worker's compensation coverage described in Attachment D. Upon the Board's request, Consultant will promptly provide the Board with a copy of any such policy of insurance. Consultant shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

**8. INDEMNIFICATION.**

Consultant agrees to indemnify, defend and hold harmless the Board, the District, the City, the Phase 2 Program Manager - Savin Engineers, P.C., Gilbane Building Company, The County of Monroe Industrial Development Agency COMIDA (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), and their respective trustees, officers, directors, employees, agents, members (including, without limitation, Board members), legal representatives, successors and assigns (collectively, the “*Indemnified Parties*”), from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of suit), whether direct, indirect or consequential, directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of Consultant or any of its agents, employees or subcontractors; (b) any breach by Consultant of any of its representations, warranties, covenants or obligations set forth in this Agreement; (c) any violation by Consultant or any of its agents, employees or subcontractors of federal, state or local law, rule, code, standard or regulation; or (d) any actual or alleged injuries (including death) suffered by any of Consultant's agents, employees or subcontractors, or any employees or agents of Consultant's agents or subcontractors in the course of their performance or completion of any Services or upon any premises owned, leased or controlled by the Board, the District or the City, or any Program site, except to the extent caused by the negligence or willful misconduct of any Indemnified Party.

**9. ASSIGNMENT AND SUBCONTRACTING.**

Consultant shall not assign or subcontract the whole or any part of this Agreement without the Board's prior written consent. Any subcontract made by Consultant with the

consent of the Board shall incorporate by reference all the terms of this Agreement. Consultant will properly direct and control all of its subcontractors to which the Board may consent. Consultant will retain full responsibility for the performance and completion of every Service, whether performed or completed by Consultant or any of its subcontractors to which the Board may consent. Consultant will be liable and obligated to the Board for: (i) each Service performed or completed by, and for all acts, omissions and negligence of, Consultant's subcontractors and for all employees and agents of such subcontractors; and (ii) each of Consultant's subcontractor's compliance with each term and provision of this Agreement and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards.

**10. INDEPENDENT CONTRACTOR.**

Both Parties, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of the other Party. None of the employees or agents of one Party shall be deemed or construed to be an employee or agent of the other Party for any purpose whatsoever. Neither Consultant nor any of its agents or subcontractors has any authority whatsoever to obligate or bind the Board to any third party.

**11. NOTICES.**

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

**12. EXCUSABLE FAILURE OR DELAY.**

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

**13. GENERAL PROVISIONS.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York. This Agreement may be executed via facsimile in any number of counterparts, all of

**Request for Proposals: Environmental Project Monitoring and Indoor Air Quality  
Monitoring/Sampling Services**

which taken together shall constitute one and the same agreement. No waiver by a Party of any breach by the other Party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. This Agreement constitutes the entire agreement between Consultant and the Board with respect to the subject matter hereof, and supersedes all other prior agreements, whether oral or written, between the Parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

The Parties agree to do or cause to be done all acts or things necessary to implement and give effect to this Agreement. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[signature page follows]

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

**Rochester Joint Schools Construction Board**

By \_\_\_\_\_  
Allen Williams - RJSCB Chair

Date \_\_\_\_\_

Witness:

By \_\_\_\_\_ [Signature]

\_\_\_\_\_ [Print Name]

By \_\_\_\_\_  
Consultant

Date \_\_\_\_\_

Witness:

By \_\_\_\_\_ [Signature]

\_\_\_\_\_ [Print Name]

Federal ID # \_\_\_\_\_

*(If Corporation affix Corporate Seal)*

Approved as to form by:

Attorney for Rochester Joint School Construction Board

\_\_\_\_\_  
Edward Hourihan, Jr., Esq. – General Counsel

Date \_\_\_\_\_

**ATTACHMENT B TO PHASES 2C/D ENVIRONMENTAL PROJECT  
& INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**  
**SCOPE OF SERVICES**

Consultant shall provide the following Environmental Project Monitoring inclusive of and/or in addition to Indoor Air Quality Monitoring/Sampling services for the Phases 2c/d projects as set forth in Section 1 of this Consulting Services Agreement (the “*Agreement*”):

**1.0 SCOPE OF SERVICES**

Consultant shall have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services for the RJSCB Project as set forth herein (the “*Services*”).

Consultant shall provide a full range of professional environmental consulting services including, but not limited to: those services associated with monitoring and documenting work activities being provided by a licensed remediation/abatement contractor and associated with asbestos removal; working with lead containing materials and PCB containing materials; asbestos bulk sampling, sample analysis and reporting of building materials; project abatement design; air monitoring during abatement; project monitoring during abatement; lead-based paint surveys and sampling; lead-based paint risk assessment; mold testing; water quality; and certified industrial hygiene to include the identification, assessment and evaluation of other potential environmental and health hazards.

Suspect materials to be tested include, but are not limited to: floor tile; pipe wrap; mud fittings; ceiling tile; paint; caulking; adhesives; insulation; water; and soil. The specific intent of the Services is to monitor the remediation and abatement of the aforementioned materials, compile and submit that documentation required by State and federal regulatory agencies having jurisdiction over the Phases 2c/d Projects. In addition, these services shall include but not be limited to observing the means and methods being employed by the remediation/abatement contractor(s) for the employment of acceptable work practices per governing federal (EPA, OSHA), state (NYS DOL, NYSDOH, NYSED, NYSDEC), local laws, rules, ordinances, regulations and regulatory guidelines, including Industrial Code Rule (hereinafter, “*Applicable Law*”). All water testing in Phases 2c/d shall be in accordance with NYSED requirements and the guidance described in Attachments E (3Ts for Reducing Lead in Drinking Water in Schools) and F (Drinking Water Sampling for Lead (Pb) Concentration in School Outlets – “Generic” Quality Assurance Project Plan (QAPP) for DESA and DECA) to the Request for Proposal, which are incorporated herein by reference.

Consultant shall also monitor the indoor air quality and collect samples per Applicable Law to confirm that the work environment is free from accidental release of the particulate of aforementioned materials into the air. In addition, Consultant shall monitor and confirm that all work by any Prime Contractor or Subcontractor performing abatement/remediation work (each an “*Abatement Contractor*”) shall be performed in compliance with Applicable Law.

Consultant shall ensure that there is full coverage of all required environmental monitoring (including water testing) and indoor air quality monitoring/sampling by at least one (1) entity among the team. Consultant must provide verification that the proposed inspectors, technicians, and agent inspectors meet the minimum qualifications as established by the State of New York.

Consultant, its employees, agents and subcontractors shall maintain required professional licenses, certifications and registration throughout the life of this Agreement with the RJSCB.

**Performance Requirements**

Upon 24-hours’ notice from the Construction Manager (“*CM*”) and/or Abatement Contractor (with CM approval), Consultant shall respond to the project site to perform such monitoring and sampling services as requested.

Consultant may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day. Consultant shall submit, within 48 hours or in accordance with the time period set forth below, a certified, typed report of each inspection, or similar service to the CM, Architect, Program Manager (“*PM*”), and Abatement Contractor. Consultant shall provide a draft report of all inspections to the CM and the Abatement Contractor at the conclusion of each sampling or test. Consultant shall maintain a log at the project site of all visits, inspections, field observation, samples collected and deficiencies noted.

Consultant’s team members brought forward as part of the proposal process shall be assigned to the Program through completion. Consultant shall respond to the CM, Architect, PM, Abatement Contractor, and/or RJSCB in a timely manner.

**Request for Proposals: Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services**

**Consultant's staff shall:**

- Cooperate with the RJSCB, PM, RCSD, Architect/Engineer, CM, Abatement Contractor and any other affected Contractors.
- Provide qualified personnel, as required, upon notice.
- Perform environmental monitoring (including water testing) and indoor air quality monitoring/sampling services in accordance with this Agreement and Applicable Law.
- Comply with standard specifications and Applicable Law.
- Ascertain compliance of space and work areas prior to start of work and disturbance on existing conditions with Applicable Law and with the requirements of the Contract Documents.
- Keep records and submit reports as outlined herein and in the Specifications.

**2.0 DETAILED SCOPE OF SERVICES:**

Consultant shall provide a full range of professional environmental consulting services including, but not limited to:

1. Participate in pre-construction orientation with the Abatement Contractor(s);
2. Review remediation plan with Abatement Contractor(s) and verify all notices and applications have submitted and or filed with the regulatory agencies and approvals (if required) have been received prior to start of work on the project site;
3. Provide monitoring reports to regulatory agencies per Applicable Law;
4. All environmental monitoring, field sampling and indoor air quality monitoring / sampling shall be provided by qualified personnel with appropriate credentials;
5. Conduct pre-abatement, daily, and final inspections of the work area, including inside the work area and exterior of the work area;
6. Observe the abatement/removal work. During the abatement operation provide samples, including, but not limited to, soils, surface finishes, adhesives and insulations, loose substance and or fluids as required for the classification and identification of materials requiring encapsulation remediation and or abatement per Applicable Law;
7. Monitor and document the Abatement Contractor's adherence to applicable provisions of Applicable Law. This includes but is not limited to all asbestos, lead, and PCB clearance testing;
8. Monitor and document the Abatement Contractor's adherence to the scope of work and provisions of the project Contract Documents;
9. Conduct pre-abatement, daily, and final air clearance sample collection;
10. Provide for the collection and processing of air samples. Provide daily inspection of the containment area for adherence to Applicable Law. Document in daily field reports advice to the Abatement Contractor and CM of any noncompliant conditions;
11. Collect and process bulk samples when required. Provide for the recording of disposal transport manifest;
12. Provide daily reports of the work progress and any violations of any Applicable Law pertaining to the work of the Abatement Contractor(s). Advise the RJSCB, Architect, CM, and the PM in writing of any violations immediately;
13. Notify the CM, Architect, and PM prior to filing an alternate work practices request with the governing regulatory agency. Provide written explanation for the deviation resulting in an alternate work practices request, and the potential impacts to schedule and cost;



**Request for Proposals: Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services**

14. Provide the services of an Environmental Laboratory Accreditation Program (ELAP) accredited and NYS Department of Health approved testing laboratory to analyze all pre-abatement background air samples, daily air samples and final clearance air samples;
15. Advise the Architect and the CM of the percentage of work completed each week;
16. Maintain and submit a written report of samples collected and analysis results;
17. Meet monthly with the CM and PM to review the Environmental Monitoring and Indoor Air Quality Monitoring Plan provided by the Abatement Contractor. Provide an estimate of anticipated resource allocation and cost based on work remaining;
18. Provide project close out report as a deliverable at the end of each school project containment location. Prepare a comprehensive document to include all sampling reports and analysis results, daily field monitoring reports, daily indoor air monitoring reports, listing of field personnel, copy of abatement personnel's certifications, marked up drawings indicating location and classification of materials identified but not removed during remediation and abatement activities, and clearance reports. Provide copy of closeout report to RSCD Facilities department, CM, and PM on behalf of the RJSCB;
19. Review and become familiar with the Contract Documents for the projects and the defined scopes of abatement/remediation services. The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services shall be tailored to complement those scopes of work;
20. Consultant shall promptly inform the PM of any additional task it is required to perform pursuant to Applicable Law that are not listed herein requiring and that will require the allocation of resources and an associated cost;
21. Familiarize itself with the New York State Education Department (NYSED) regulations regarding environmental abatement protocols, and must, at a minimum, comply with all NYSED regulations even if they are more stringent than federal, state, or other local laws, rules, ordinances, standards, guidelines and regulations; and
22. Participate in meetings with Federal, State and or local regulatory agencies, as required or if requested by the RJSCB.

**Water Quality Sampling and Testing Services:** In addition to the above scope of services, Consultant shall also provide the following services:

1. Testing all water outlets into and out of the building including sinks, drinking fountains, hard piped appliances (including, but not limited to, ice makers, water coolers, coffee makers) and hose bibs;
2. Follow EPA guidelines for "3Ts for Reducing Lead in Drinking Water in Schools, Revised Technical Guidance";
3. Follow EPA "Generic" Quality Assurance Project Plan (QAPP) for DESA and DECA (see Attachment E to the Request for Proposal, which is incorporated herein by reference); and
4. Provide to PM and the RCSD Environmental Safety Department an advance copy of a Sampling Plan that shows locations and sequence on a building floor plan, starting with the lowest elevation near the water service. Sampling Plan to be submitted a minimum three (3) weeks prior to start of sampling. It should include staff involved, laboratory doing testing, length of time required, and when results will be available.

**3.0 DISTRIBUTION OF REPORTS**

Consultant shall submit reports to the CM, Licensed Design Professional (Architect), PM, and Abatement Contractor within 48 hours of when sample analysis results are completed. Legible handwritten reports maybe submitted if final typed copies are not available.

#### **4.0 FINAL REPORT OF SPECIAL INSPECTIONS**

At the completion of work, Consultant shall submit a Final Report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services, stating work was completed in substantial conformance with the Contract Documents and that appropriate monitoring, sampling and testing were performed.

At the completion of work, Consultant shall compile the monitoring, sampling and test reports into a Final Report of project-specific special inspections. The Final Report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services shall state that the required inspections have been performed and shall delineate non-conforming conditions not mitigated or resolved.

Consultant shall submit the Final Report by school to the CM, Architect, PM, Abatement Contractor, RCSA, and the RJSCB.

#### **5.0 COMMUNICATION**

Consultant shall immediately notify the CM, Architect, PM, and Abatement Contractor, by telephone and via e-mail, of test results or environmental conditions failing to comply with the requirements of the Contract Documents.

Consultant shall immediately notify the CM and Abatement Contractor of conditions found to be in non-conformance with the Contract Documents or Applicable Law during the monitoring and inspections. If the non-conforming condition is not corrected while Consultant is onsite, Consultant shall notify the CM, Architect, and PM within 24-hours (one business day) and issue a Non-conformance Report. If the non-conforming work is not corrected within seven (7) days after issuance of the Non-conformance Report, Consultant shall notify the CM, Architect, PM, and Abatement Contractor.

#### **6.0 OWNER RESPONSIBILITIES**

RJSCB will provide Consultant with a complete set of abatement drawings sealed by the Licensed Design Professional and approved by the New York State Education Department.

#### **7.0 ABATEMENT CONTRACTOR RESPONSIBILITIES**

Abatement Contractor shall cooperate with Consultant and its agents so monitoring, sampling and testing may be performed without hindrance.

Abatement Contractor shall notify the Construction Manager, who will notify the Consultant at least 24 hours in advance of a required monitoring, sampling and testing.

Abatement Contractor shall provide incidental labor and facilities to provide access to the work to be inspected; to obtain and handle samples at the site or at the source of the products to be tested; to facilitate monitoring and inspections.

Abatement Contractor is responsible for the safe assembly and stability of scaffolding. If the monitoring, sampling and testing require the use of the Abatement Contractor's scaffolding to access work areas, the Abatement Contractor shall provide a competent person to perform a daily evaluation of the scaffolding to verify it is safe to use. Abatement Contractor shall notify Consultant of this review before each use.

Abatement Contractor shall keep the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at the project site for field use by Consultant. Abatement Contractor shall perform remedial work if required and sign non-conformance reports stating remedial work has been completed. Abatement Contractor shall submit signed reports to Consultant as the work proceeds.

The Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling program shall not relieve the Abatement Contractors of their obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control Program. The Abatement Contractor shall be solely responsible for construction site safety.

**ATTACHMENT C TO PHASES 2C/D ENVIRONMENTAL PROJECT  
& INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**

**SCHEDULE OF SERVICES**

Anticipated Schedule for Services (aligned with construction activities):

- For Clara Barton School No. 2 on or about 01 July 2018 through 01 December 2019
- For George Mather Forbes School No. 4 on or about 01 July 2018 through 15 August 2019
- For Dag Hammarskjold School No. 6 on or about 01 July 2018 through 15 August 2019
- For Dr. Walter Cooper Academy School No. 10 on or about 01 July 2018 through 15 August 2019
- For Flower City School 54/30 on or about 01 July 2019 through 15 August 2020

## **ATTACHMENT D TO PHASES 2C/D ENVIRONMENTAL PROJECT & INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**

### **INSURANCE REQUIREMENTS**

**Insurance Policies:**

The Environmental Project & Indoor Air Quality (IAQ) Monitoring / Sampling contract that will be awarded will have the following insurance requirements. All respondents to this RFP are presumed to be able to meet these requirements:

**Commercial General Liability Limits**

Per Occurrence Limit:	\$1,000,000
General Aggregate (other than Products/Completed Operations):	\$2,000,000
Products and Completed Operations:	\$2,000,000
Personal and Advertising injury:	\$1,000,000
Fire Damage Legal Liability:	\$ 300,000
Medical Payments, any one person:	\$ 10,000
<b>Business Automobile:</b>	\$1 million per accident
<b>Workers' Compensation:</b>	Statutory amount
<b>Employer's Liability:</b>	\$500,000
<b>Excess/Umbrella (for general aggregate and auto liability only):</b>	\$5,000,000

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

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

**Indemnification & Hold Harmless:**

The consultant will be required to indemnify and save harmless the RJSCB, the City, the RCSD, Savin, Gilbane, COMIDA (or another capital bonding agency to be named by RJSCB) and their officers, agents, and employees (collectively, the "Indemnitees") as set forth in the indemnity provision in the form of Agreement attached as Attachment A to this RFP, Section 8.

The Consultant shall include in each agreement with a subcontractor and/or sub-consultant for the Project, a provision substantially similar to the paragraph above, which provides that such subcontractors and/or sub-consultants shall indemnify the Consultant and the Indemnitees for all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Consultant or the Indemnitees may incur arising out of or resulting from such subcontractor's performance of services, violation of state, federal, or local law, rule or regulation, or negligence.

**FORM I TO PHASES 2C/D ENVIRONMENTAL PROJECT  
& INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**

**FEE SUBMITTAL**

It is the intent to enter into a unit price agreement with an Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services firm. Please submit a fee proposal to include the all anticipated unit costs.

<b>Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services</b>			
<b>ITEM DESCRIPTION</b>	<b>REFERENCE STANDARD</b>	<b>PER UNIT</b>	<b>COST / UNIT</b>
<b>Monitoring Services</b>			
Principal / Project Executive / Sr. Project		hour	
Certified Industrial Hygienist		hour	
Lead & PCB Environmental Project Manager		hour	
Asbestos Environmental Project Manager		hour	
Hazmat Environmental Project Manager		hour	
Certified Lead Risk Assessor		hour	
Certified PCB Technician		hour	
Certified Asbestos Project Monitor		hour	
Certified Environmental Field Technician		hour	
Certified Asbestos Inspector		hour	
Certified Lead XRF Services		hour	
Certified Asbestos Air Technician		hour	
Administrative Support		hour	
<b>PCM Air Sampling &amp; Analysis</b>			
6-hour Turnaround		Per sample	
12-hour Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour turnaround		Per sample	
<b>TEM Air Analysis</b>			
6-hour Turnaround		Per sample	
12-hour Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>TEM Bulk Sample Analysis</b>			
Immediate Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>PLM Bulk Sample Analysis</b>			
Immediate Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>PLM (NOB) Bulk Sample Analysis</b>			
Immediate Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>Lead &amp; PCB</b>			
Lead air sample / soil sample		Per sample	
PCB Sample		Per sample	
<b>Lead &amp; Water Sample Analysis</b>			
Water Sample		Per sample	
8-hour minimum		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	

**Business Opportunities Program Participation Maximum Allowance: \$2,500.**

**FORM II PHASES 2C/D ENVIRONMENTAL PROJECT  
& INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**  
**CERTIFICATION OF NON-COLLUSION**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, 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 proposal 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 proposer or with any competitor.
- 2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- 3 No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

BY:

_____ FULL LEGAL NAME OF FIRM OR CORPORATION	_____ AUTHORIZED SIGNATURE
_____ STREET ADDRESS	_____ NAME OF AUTHORIZED SIGNATOR/TITLE
_____ CITY, STATE, ZIP CODE	_____ TELEPHONE AND FACSIMILE NUMBERS
_____ DATE	_____ E-MAIL ADDRESS

**FORM III TO PHASES 2C/D ENVIRONMENTAL PROJECT  
& INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**

**OFFEROR'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 Offeror's as to the Offeror's understanding of an agreement to comply with the Board's procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law §139-j(3).

**Instructions:**

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

*Offeror 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:

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

\_\_\_\_\_  
STREET ADDRESS

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATOR/TITLE

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

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

**FORM IV TO PHASES 2C/D ENVIRONMENTAL PROJECT  
& INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**

**OFFEROR'S 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:

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

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

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATOR/TITLE

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

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

\_\_\_\_\_  
DATE

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



**FORM V TO PHASES 2C/D ENVIRONMENTAL PROJECT  
& INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**

**OFFEROR'S DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION**

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

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

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

Contract Procurement Number: \_\_\_\_\_ Date: \_\_\_\_\_

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?  
(Please circle): No Yes

**If yes, please answer the next questions:**

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?  
(Please circle): No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle): No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

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

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

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?  
(Please circle): No Yes

6. If yes, please provide details below:

Governmental Entity: \_\_\_\_\_

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

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

(Add additional pages as necessary)

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

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

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

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

## **FORM VI TO PHASES 2C/D ENVIRONMENTAL PROJECT & INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**

### **DIVERSITY PROGRAM (“DP”) AND USE OF FORMS**

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

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

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

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

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

The Board reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date for contracts awarded in Phase 2 of the RSMP. SBE shall mean a business concern, which, together with its affiliates, has no more than fifteen (15) employees and average annual receipts that do not exceed \$2 million (Two Million Dollars).

The process to substantiate unsuccessful pursuits to establish teaming relationships for this proposal in terms of Equal Opportunity outreach (confirming that prospects elected to decline for any Diversity Category for which the proposed team falls short of the goal) must be documented and submitted to the Independent Compliance Office (Baker Tilly, attention Brian Sanvidge at 518-330-7816) at the latest upon the Consultant’s notification of having been short-listed for an interview.

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

#### **1) DP-1: EBE UTILIZATION**

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

#### **2) DP-2: EBE LETTER OF INTENT TO PERFORM**

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

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

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

**4) INSTRUCTIONS FOR DP-3a (MONTHLY EBE UTILIZATION REPORT)**

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

**5) PROMISE OF NON-DISCRIMINATION**

**6) EBE ASSURANCE STATEMENT**

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

**7) GOOD FAITH EFFORTS CHECKLIST**

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

RCS  
SED#:  
SED DWT:

<b>EBE UTILIZATION PLAN (DP-1)</b>	<b>Rochester Schools Modernization Program</b>
<b>1. Project :</b>	<b>2. Proposing on Contract No./Contract Description</b>
<b>3. Proposer Name / Address / Phone No. / Fax No. / FEIN</b>	<b>4. Proposal Submittal Date (MM/DD/YY)</b>
	<input type="checkbox"/> Original DP-1 <input type="checkbox"/> Revised DP-1 Rev. Date:

**Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %**

6. Name/Address/Phone and FEIN of Proposed M/WBE, DBE or SBE	7. Certified as EBE	8. Performance Category	9. Scope of Services to be provided	10. Proposed Dollar Amount	Percent

**The undersigned, being an authorized representative of the proposing company, hereby certifies that the above information is accurate, and that proposer has received a proposal from, or discussed with, each of the M/WBE, SBE or DBE firms listed herein prior to the submission of the accompanying bid. The authorized representative of the firm also hereby certifies the 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: \_\_\_\_\_ Print Name: \_\_\_\_\_ 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 the amounts indicated above.**

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

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

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

PARTICIPANT: \_\_\_\_\_

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

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

Detailed description of work items to be performed by EBE:

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

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

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

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

(Type or Print Name of subcontractor/Joint Venture) \_\_\_\_\_

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

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

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

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

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

Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall immediately resubmit the necessary revised forms to the attention of the CONSULTANT for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the CONSULTANT and award and execution of a contract with RJSCB to the bidder.

**Request for Proposals: Environmental Project Monitoring and Indoor Air Quality  
Monitoring/Sampling Services**

\_\_\_\_\_  
Consultant Company Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Company Officer Signature

\_\_\_\_\_  
Company Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_

***For RJSCB Use Only***

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONSULTANT Signature

\_\_\_\_\_  
Date

**INSTRUCTIONS ON COMPLETION OF THE**  
**MONTHLY EMPLOYMENT UTILIZATION FORM (DP-3)**

1. *Project:* Name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY) \_\_\_/\_\_\_/\_\_\_:* Indicate the monthly period reporting on; e.g. JUL 2017. 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 1<sup>st</sup> 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.
6. (b – e) *Minority Hours by Trade M (Male) F (Female):* Under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
7. *Minority % of Total Hours:* The percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie  $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$ .
8. *Female % of Total Hours:* The percentage of total female hours of all hours worked, the total number reported in 6a.F divided by the sum of total numbers reported in 6a. M and 6a.F. Only one figure for each trade classification.; i.e.  $(6a.F / (6a.M + 6a.F))$   
Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10).
9. *Total Number of Employees:* Total number of male and total number of female employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.
10. *Total Number of Minority Employees:* Total number of male minority and total number of female minority employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.
11. *Reporting Company Official's Printed Name and Title:* Reporting company official's printed name/ title.
12. *Reporting Company Official's Signature:* Reporting company official's original signature. By signing this form, this individual is certifying that the information provided on the form has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
13. *Date Signed:* Date of signature.
14. *Page:* Indicate page number and total number of pages submitted. Attach as many pages as necessary.

MONTHLY EMPLOYMENT UTILIZATION REPORT – DP3-RSMP										ROCHESTER SCHOOLS MODERNIZATION PROGRAM								
1. Project :										2. Reporting Period (MMM / YYYY) _____ / _____								
3. Reporting contractor Name / Address / Phone No. / Fax No.										4a. Reporting contractor is a ( ) 1st Tier - or - ( X ) Lower Tier contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:								
<b>Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %</b>																		
5.	POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black not of Hispanic Origin (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total Number of Employees		10. Total Number of Minority Employees	
			M	F	M	F	M	F	M	F	M	F			M	F	M	F
Grand Total																		
<b>Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted Project site during the above noted month.</b>																		
11. Reporting Company Official's Printed Name and Title  _____										12. Reporting Company Official's Signature  _____				13. Date Signed  ___/___/___		14. Page  ___ of ___		



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

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

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

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

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

In addition to required submissions noted above, the same submissions must be made by the 1<sup>st</sup> tier contractor directly to the ICO CONSULTANT no later than the 5<sup>th</sup> day of the following month. (e.g., November 2017 DP-3’s/RSMP or No-Labor Notice(s) must be received by December 7, 2017.)

*See form on next page.*

**DP-3A**  
**MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT**  
**Rochester Schools Modernization Program**  
Month:      Year:

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

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

1. DP-3A must be submitted each month.
2. List all MBE/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, if requested.

\_\_\_\_\_  
Contractor/Vendor Representative Signature

### CERTIFICATION OF NON-COLLUSION IN BIDDING

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

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

BY

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

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

\_\_\_\_\_  
ADDRESS

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

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

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

**PROMISE OF NON-DISCRIMINATION**

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

Name of bidder/proposer) \_\_\_\_\_, (hereinafter “Company”), in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Rochester Joint Schools Construction Board (herein, “RJSCB” or “Owner”), hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise be discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Owner or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make Good Faith Efforts to solicit EBE’s to do business with this Company;
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination or Good Faith Efforts to attain the EBE utilization Goals and reporting requirements, as made and set forth in this Section 00 43 31, shall constitute a material breach of contract entitling the Owner to declare the Contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
By: (Signature)

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

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

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

## EBE ASSURANCE STATEMENT

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

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

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

### Representation of EBE Status

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

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

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

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

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

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

### Work to be performed:

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

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

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

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

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

### Contractor/Bidder acknowledgement:

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

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

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

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

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

## GOOD FAITH EFFORTS CHECKLIST

The Rochester Joint School's Board (RJSCB) welcomes your participation in the Rochester Schools 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, EBEs 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.

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: \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date of Offer to Participate: \_\_\_\_\_  
Date Offer was declined: \_\_\_\_\_  
Reasons Given for Declining: \_\_\_\_\_

Please note all categories of ownership that apply:

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

**Request for Proposals: Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services**

2. Name of subcontractor/Vendor: \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
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

3. Name of subcontractor/Vendor: \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
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: \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
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

**FORM VII TO PHASES 2C/D ENVIRONMENTAL PROJECT  
& INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING**

**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