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

**REQUEST FOR BID**

FOR

**Janitorial Services**

May 8, 2019

**Deadline: May 22, 2019, 10:00am**

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**ADVERTISEMENT FOR BID**

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

**NOTICE IS HEREBY GIVEN** sealed Bids will be received for a term contract to provide cleaning services for Phase 2a, 2c and 2d for the Rochester City School District (the "contract"), as described further in the Bid Documents. Bids will be received at the RSMP Office located at 70 Carlson Road, Suite 200, Rochester, New York 14610 by the Rochester Joint Schools Construction Board ("RJSCB" a/k/a "Owner") until 10:00am on May 22, 2019. Submit Bids to the attention of Pepin Accilien, Program Director, Telephone No. 585-512-3820. Owner reserves the right to reject any or all Bids received.

**SEALED BIDS** will be received and publicly opened and read at:

**Place:** RSMP Program Office  
Attn: Pepin Accilien, Program Director  
70 Carlson Road  
Suite 200  
Rochester, New York, 14610  
**Date:** **Wednesday, May 22, 2019**  
**Time:** **10:00 am**

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

**PRE-BID MEETING:** Owner will host an optional pre-Bid meeting for potential bidders occurring Friday, May 10, 2019 at 9:00am. Participation in the pre-bid meeting is strongly encouraged, but not required. Owner will prepare a written summary of questions raised at the meeting and issue formal responses as an addendum to the Bid Documents, if needed.

**QUESTIONS:** Any questions during the Bid period not raised at the pre-Bid meeting must be emailed to [cleaning@rjscb.org](mailto:cleaning@rjscb.org). All questions must be submitted by no later than 5:00 pm on May 13, 2019. Owner will not accept or respond to questions from prospective bidders received orally, by facsimile, or any other means. Bidders should not attempt to discuss with Owner or its representatives any aspect of the Bid or contract during the Bid period except as expressly described herein.

**ADDENDA:** Owner may issue periodic addenda to the Bid Documents to address questions raised by bidders as set forth above. All addenda will be posted online at the site where the Bid Documents were first available by no later than May 14, 2019 by 10:00am. An automated email message will be sent to the email address Bidders provide when downloading the Bid Documents initially. However, bidders are solely responsible for checking the Dataflow or RSMP websites to obtain all addenda that Owner issued by this date. Bidders who retrieved Bid Documents in hard copy at the Dataflow Offices must contact Dataflow on the date above to retrieve any addenda. Owner is not responsible for bidding errors due to bidder's failure to retrieve any addenda.

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

Sincerely,

Allen Williams, Chair, RJSCB  
Pepin Accilien, Program Director, Savin Engineers

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

## INSTRUCTIONS TO BIDDERS

- 1.0 RECEIPT AND OPENING OF BIDS:** Sealed Bids will be received at the RSMP Office, 70 Carlson Road, Suite 200, Rochester, NY 14610, Attention: Pepin Accilien, Program Director, until **10:00am on May 22, 2019**. At that time, all Bids will be publicly opened and read aloud. Any Bid received after the specified time will be returned to the Bidder unopened and Bidder will be disqualified at that time. Bidder assumes the risk of late delivery to the Bid receipt location. Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof upon written notice to Owner received prior to such time. No bidder may modify, withdraw or cancel its Bid within forty-five (45) calendar days after the date of the opening of Bids.

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

The agreement entered into between the Owner and the successful bidder(s) ("Cleaner(s)") (herein, "Contract") shall be for work associated with Phase 2a, 2c and 2d of the Rochester Schools Modernization Program ("RSMP") and shall conform to the terms of the Contract Documents published with the Bid Solicitation, including any Owner-issued addenda thereto.

- 2.0 PREPARATION OF BIDS:** Bidders must provide one (1) original, three (3) hard copies, and one (1) electronic copy (i.e. flash/thumb drive or CD) of their entire Bid submission.

1. All applicable blank spaces must be filled in, in ink.
2. Unless otherwise noted, all Bid prices must be expressed in both writing and in figures in the event of conflict, the written amount shall take precedent over the amount expressed in figures.
3. The Bidder shall not make any changes in the wording of the Bid Form or make any stipulations or qualify the Bid in any manner.
4. The Bidder shall note that receipt of Addenda in the spaces provided on the Bid Form by entering the number and the date of each Addendum. If no Addenda have been received, insert the word "NONE." Failure to acknowledge Addenda shall be sufficient cause for rejection of the Bid at Owners discretion.
5. By placing an Bid under these instructions, the bidder certifies the prices therein are in accordance with all New York State and United States laws and regulations.
6. Bids shall be prepared and assembled in the following manner. Failure to submit the Bid as set forth below may result in Bidder being deemed non-compliant and subsequently disqualified.
  - a. Bids shall be delivered in a sealed envelope or package labeled "RJSCB RSMP - 2019 Janitorial Services Bid."

b. One (1) original and four (3) hard copies of the required Bid Documents shall be submitted with a table of contents as follows:

- Section 1: Bid Submittal Checklist
- Section 2: Bid Form Summary Sheet
- Section 3: Statement of Non-Collusion in Bidding
- Section 4: Affirmation under N.Y. State Finance Law § 139- j(6)(b)
- Section 5: Certification of Compliance with N.Y. State Finance Law §139-k(5)
- Section 6: Disclosure of Prior Non-Responsibility Form
- Section 7: Statement of Bidder Qualifications
- Section 8: Bidder Qualification Q&A per Section 6.1 of the General Conditions
- Section 9: Diversity Forms
  - DP-1: Schedule of EBE Participation
  - Promise of Non-Discrimination Form
  - EBE Assurance Statement
  - Good Faith Efforts Checklist
- Section 10: Certification of Compliance with Iran Divestment Act

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

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

- 5.0 ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of Specifications or other proposed Contract Documents will be made orally. Bidders must pose any questions about the Contract Documents to Owner by email at: [cleaning@rjscb.org](mailto:cleaning@rjscb.org) by May 13, 2019 at 5:00pm. Owner will not accept questions received orally, by facsimile, or by any other means. Bidders should not attempt to discuss with Owner or its representatives any aspect of the Bid or Contract during the Bid period except as expressly described herein.

Owner may issue addenda to the Bid Documents to address questions raised by potential Bidders during the bidding period. All addenda(s) will be posted online at the website where the Bid Documents were first available by no later than May 14, 2019 by 10:00am. Bidders retrieving Bid Documents electronically should receive an automated email message to an email address they provide. However, Bidders are solely responsible for checking the website to obtain all addenda that Owner issued by this date. All such addenda(s) shall become part of the Bid Documents and each Bidder shall be bound by such Addenda, whether or not received by the Bidder. Bidders that retrieved Bid Documents in hard copy at Dataflow Offices must contact the Dataflow at (585) 271-5730 on the date above to retrieve any addenda. Owner is not responsible for bidding errors arising from Bidder's failure to retrieve any addenda.

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

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

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

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

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

1. In determining the responsibility of a bidder for a public works contract, the Owner shall consider the following items:
  - A. Lack of proper certification, adequate expertise, prior experience with comparable projects, or financial resources to perform the work of the contract in a timely, competent and limited to, evidence of suspension or revocation for cause of a professional license of any director or officer, or any holder of five percent (5%) or more of the bidders stock or equity; failure to submit satisfactory evidence of insurance, surety bond or financial responsibility; the status of bankruptcy petitions; suspension or debarment by state or federal government; or a history of termination of prior contracts for cause.
  - B. Criminal conduct in connection with government contracts or business activities. Evidence of such conduct may include a judgment of conviction or information obtained as a result of formal grant of immunity in connection with criminal prosecution of the bidder, and any director or officer, or holder of five percent (5%) or more of the shares or equity of the bidder, or any affiliate of the bidder.
  - C. Violations of safety and/or training standards as evidence by a pattern of OSHA violations or the existence of willful OSHA violations.
  - D. Willful non-compliance with the prevailing wage and supplements payment requirements of the Labor Law by the bidder or any affiliate of the bidder.
  - E. Any other significant Labor Law violation, including, but not limited to, child labor law violations, failure to pay wages, or unemployment insurance tax delinquencies.
  - F. Any significant violation of the Worker's Compensation Law, including, but not limited to the failure of a bidder to provide proof of worker's compensation or disability benefits coverage.
  - G. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations.
  - H. Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women's or Minority Business Enterprise (W/MBE), or any denial, de-certification, revocation or forfeiture or W/MBE status by New York State.
  - I. Any adverse determinations or administrative rulings by the Equal Employment Opportunity Commission and/or the New York State Human Rights Division that the bidder engaged in unlawful or discriminatory conduct.



- J. Any other cause of so serious or compelling a nature that it raises questions about the responsibility of a bidder, including, but not limited to submission to the Owner of a false or misleading statement on a sworn statement of bidder qualifications, or in some other form, in connection with a Bid for or award of a contract.
- K. In addition to the factors specified above, the Owner may also give due consideration to any other factors considered to bear upon bidder responsibility, including but not limited to, any mitigating factors brought to the Owner's attention by the bidder.

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

- 1. A sworn "Statement of Bidder Qualifications" shall be submitted with Bid. This form has been included in Appendix H of the Bid Documents. The Owner shall use the information contained in the sworn statement in making a determination of bidder responsibility before awarding the Contract. Any untrue representations made on the aforementioned form shall be grounds for immediate termination of the Contract. The Owner shall also use the information contained in the sworn statement to determine the adequacy of staffing for determining as designated in Section 5.1 of the Bid Documents.

**10.0 AWARD OF CONTRACT:** A term contract will be awarded, if at all, to qualified, responsive and responsible bidder(s) submitting the lowest-price Bid. The RJSCB has the discretion to decide to award more than one cleaner as set forth in the General Conditions.

- 1. Owner will notify the successful bidder(s) with board approval after Owner decides to award the Contract thereto.

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

**12.0 TAX EXEMPTION:** Bidders shall not include in their Bid the sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials, which are to be incorporated into the structures or landscape. The New York State Department of Taxation and Finance does not issue tax exemption numbers to government entities. Completion of any type of exempt organization certification form is, therefore, not required. An official Purchase Order issued to the vendor by a government entity is the only evidence required by the state to substantiate an exempt sale to a government purchaser.

**13.0 WAGE RATES:** The attention of bidders is called to the prevailing wage rates applicable to work performed under this Contract, as set forth in Appendix K of the Bid Documents. The Cleaner and every subcontractor shall post in prominent and accessible places on the site of the work legible statements of all wage rates as specified in the Contract to be paid for the various classes of laborers, workmen and mechanics employed on the work. Refer to Section 8.4 in the General Conditions for more information.

**14.0 STATE LAWS AND REGULATIONS:** The bidder's attention is directed to the following instructions and information regarding construction operations, contracts and references to the provisions of law applicable in New York State.

1. **NON-DISCRIMINATION:** Cleaner must abide by the non-discrimination and equal employment opportunity policies established for RSMP projects, and must otherwise comply with all state, federal and local laws having jurisdiction over the work of this Contract. The Contract may be canceled or terminated by the Owner for cause upon a violation of the non-discrimination policy or for violation of any applicable laws.
2. **EFFECT OF FAILURE TO TESTIFY BEFORE GRAND JURY:** Pursuant to the requirements of Section 103-A of the General Municipal Law of the State of New York, the following clause is inserted herein and is made a part of the Contract:
  - A. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, or a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to, or submitting Bids to, or receiving awards from, or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services for a period of five years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer, may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

**15.0 WORKFORCE DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITIES:** The Rochester Joint Schools Construction Board ("RJSCB") recognizes the opportunity for the participation in a free enterprise system by persons or groups traditionally, socially, and economically disadvantaged is essential to obtain social and economic equality. As such, the RJSCB acknowledges the need to promote participation by minority-owned and women-owned business enterprises ("M/WBE"), small business enterprises ("SBE") and disadvantaged business enterprises ("DBE") (collectively, "Eligible Business Enterprises" or "EBE") in contracts awarded as part of the Rochester Schools Modernization Program ("RSMP"). The RJSCB further acknowledges the diverse community of the City of Rochester, as reflected in its businesses and workforce labor. The RJSCB strives to support business development and workforce diversification opportunities that the RSMP may create, including the opportunity to encourage participation of these diverse individuals and groups in local projects. Accordingly, through the RSMP Diversity Program, the RJSCB fosters and promotes the participation of EBE's and women and minority laborers in all RSMP contracts.

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

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

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

## GENERAL CONDITIONS

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

The Owner invites Bids for qualified professional janitorial companies to provide cleaning services for Phase 2a, 2c and 2d of the RSMP. The selected Bidder(s) ("Cleaner") will carry out the cleaning plan developed by the RSMP Program Manager to perform cleaning services within the RCSD schools located within the City of Rochester for the summer of 2019 through February 2020 including holidays and weekends. This term contract has the option for renewal. The Owner reserves the right to change or add to this list if deemed necessary in the best interest of the Program. The school locations include, without limit, in this Bid are as follows:

- Abraham Lincoln School No. 22
- East School
- Clara Barton School No. 2
- George Mather Forbes School No. 4

Cleaning services are to be coordinated with the RSMP Program Manager and/or Head Custodian Engineer for each school facility at issue and must conform to the Bid Documents. Cleaner responsibilities include, without limit, all services outlined in Section 5, and the attached purchase order (Appendix J), which will be issued by Owner to the Cleaner(s) selected for award of Contract. Other services include compliance with RJSCB approved budget and schedule, coordination with Owner and RCSD internal departments and outside RSMP Program Managers, as well as monitoring of all required policies and procedures for the proper and successful administration under the direction of the RJSCB.

## 2.0 SCOPE OF PROCUREMENT

Based on the square footage of each of the four schools listed above, as reflected in their floor plans attached to this document, and the work scope contained in the following Section 5.0, the RJSCB intends to award contracts to up to three (3) firms.

Using these projections, Not-to-Exceed budgets have been established as follows:

- Abraham Lincoln School No. 22 - \$25,000
- East School - \$34,999
- Clara Barton School No. 2 - \$34,999
- George Mather Forbes School No. 4 - 25,000

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

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

- 4.0** **RJSCB INFORMATION:** The RJSCB oversees the Rochester Schools Modernization Program, which is a multi-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities. The comprehensive program is estimated \$1.4 billion spanning approximately 15 years.

**5.0** **WORK SCOPE AND SCHEDULE**

**5.1** **Overview**

The successful Bidder(s) (herein, "Cleaner") shall be responsible for the cleaning services which will consist of work in the total or part(s) of an affected facility, as identified by the RSMP Program Manager and/or Head Custodian Engineer. These services will include without limit to cleaning entryways, hallways, offices, classrooms, conference rooms, furniture, fixtures, floors, windows and high-level cleaning including light fixtures, diffusers and air intakes. Service also includes light ground maintenance including trash pickup, grass cutting and trimming. **Cleaner shall interface with the assigned RSMP Program Manager and/or Head Custodian Engineer of the facility and shall not interface directly with end user groups** to ensure adherence to the Bid Documents.

The Cleaner is responsible for complying with all building rules, regulations and code of conduct. Smoking is not permitted on school grounds. Swearing and the use of inappropriate language is not permitted. It is mandatory all members of the Cleaner's staff be dressed clean and presentable and wear an RCSD approved badge. Those who do not comply with these regulations may be asked to leave the premises. Continued violation is grounds for Contract termination. Please refer to Section 5.9 for Contractor's Compliance Regulations for further information.

## **5.2 Janitorial Schedule**

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

Cleaning days will vary based on the cleaning needs per location and will be on an “on-call” status during the month of July 2019 between 8:00 AM and 10:00 PM through February 2020. The RSMP Program Manager will provide a minimum 12-hour notice when services will be required at which time the RSMP Program Manager will advise how many Cleaners will be needed. It is expected the required cleaning crew will be onsite within a 12-hour window timeframe. Instances where after hours work is required, Cleaner will be required to support these hours. The Cleaning crew, including sub-contractors, are to sign in at the assigned location and are not to leave for the day until signed out and dismissed by the RSMP Program Manager and/or Head Custodian Engineer on-site. It is at the RSMP Program Manager’s and/or Head Custodian Engineer’s discretion to decide on when cleaning services for any day ends.

The Cleaner is required to provide on-call services with a minimum crew of 4 for any additional cleaning services that may be needed from Saturday, August 31<sup>st</sup> to Tuesday, September 3<sup>rd</sup>, 2019. On-call services include holidays and weekends.

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

## **5.3 Cleaning Supplies & Equipment**

All required cleaning supplies and equipment, including ladders, will be provided by the Cleaner. Appropriately sized ladders will be needed when cleaning diffusers and vents. All cleaning supplies utilized must be eco-friendly. MSDS sheets will be required with all utilized supplies and will be submitted to the RSMP Program Manager prior to start of service. All services must be made in accordance with local code and OSHA standards. At all times, Cleaner must maintain an orderly, safe, and non-hazardous environment.

#### 5.4 Scope of Cleaning Work

All cleaning performed require proper cleaning supplies based on what surfaces are being serviced. The following is the required scope of cleaning required but not limited to:

1. Clean – Thoroughly clean/spot wipe, walls, light switches and doors removing all finger prints, smudges and spills. Cleaning all sinks located in any classrooms, removing watermarks and splashes on sides, fronts and surrounding walls. Clean drinking fountain(s) or water cooler(s) removing watermarks and splashes on sides, fronts and surrounding walls.
2. Dusting – Thoroughly dust all horizontal and vertical surfaces, windowsills, horizontal/vertical blinds, ledges, baseboards, cove base, telephones, pictures, all furniture/furnishings, high dust including exhaust fans, ceiling diffusers and air intake vents.
3. Flooring – Dust mop and damp mop hard surface floors, removing shoe scuffs, taking care to get into corners, along edges and beneath furniture. Thoroughly vacuum all carpeting, walk off mats, traffic lanes, taking care to get into corners, along edges and beneath furniture. Spot treat soiled carpet areas.
4. Windows – Spot clean windows and wipe down window frames, sills and door window frames. There will be no remnants of streaks or haze left behind.
5. Trash - Empty all garbage cans and replace any liners. Remove all debris and waste materials generated from cleaning. Deposit all debris and garbage in appropriate receptacles as indicated by RSMP Program Manager and/or Head Custodian Engineer. Any remaining moving boxes are to be broken down and stacked for pick up as indicated by RSMP Program Manager.
6. Light Ground Maintenance – Trash pickup in landscaping, grass cutting and edge trimming, leaf/debris blowing of sidewalks, parking lots, etc., as requested by RSMP Program Manager and/or Head Custodian Engineer.

#### Services Not Included:

Restroom janitorial  
Floor waxing

#### 5.5 Technology and Equipment

Cleaners will not be responsible for cleaning computers, monitors, keyboards and printers.

#### 5.6 Inspections

At the end of the cleaning shift, the RSMP Program Manager and/or Head Custodian Engineer will walk through with the crew for a final inspection. Any outstanding cleaning areas will be addressed at that time.

#### 5.7 Removal of Debris and Waste

After the cleaning services have been completed each day, the Cleaner shall remove all debris and waste generated by those services. All debris and waste will be deposited in the receptacles provided. These receptacles will be identified by the RSMP Program Manager and/or Head Custodian Engineer per location.

## 5.8 Repairs

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

## 5.9 Contractor's Compliance Regulations

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

1. Smoking, drug use, and/or alcohol consumption is not permitted on Project site(s).
2. All cleaning members and any subcontractors' staff must be presentable and dressed in properly fitting company attire (company shirts or uniforms, properly fitted pants and belt if needed) and wear proper identification each day they are present at the Project site, including RCSD-issued badges, and other identification as may be required by RSMP Program Manager. Any individuals violating this policy may be asked to leave the Project site until they are able to comply herewith. Badges must be returned upon completion of installation.
3. The Project requires the Cleaner to assign permanent supervisors.
4. The supervisor must provide RSMP Program Manager with a schedule of all break times.
  - a. One (1) 30-minute lunch break is permitted during the work day throughout the entire project timeframe.
  - b. Two (2) 15-minute breaks are permitted; one to be scheduled mid-morning, and the second scheduled in the afternoon.
  - c. Unscheduled breaks are prohibited when in route between buildings
  - d. The RSMP Program Manager and/or Head Custodian Engineer may adjust specific daily break times as needed if the times interfere with day-to-day project progress or the project schedule. The project will not be charged for additional breaks, extended breaks, or unapproved breaks under any circumstance.



5. Any persons engaging in violent, disruptive, or harassing behavior may be immediately removed from the Project Site by Owner or RSMP Program Manager and instructed **not** to return. Prohibited conduct shall include, but is not limited to: (a) making derogatory remarks or engaging in discriminatory or harassing conduct directed at any person or group of people based on gender, race, national origin, sexual orientation, age, or any other classification protected under New York State or federal law; (b) engaging in conduct that may be construed as sexual harassment, including any conduct that may create a hostile work environment under Title VII of the Civil Rights Act of 1964; (c) using foul or offensive language; (d) bringing weapons, drug paraphernalia, or other harmful devices to the Project site; (e) insulting or demeaning other workers or persons present at the Project Site; (f) engaging in any other conduct that, in the reasonable judgment of Project Manager or Owner may interfere with or disrupt other workers or persons present at the Project site. Anyone violating these policies will be asked to leave immediately and surrender their security clearance.
  
6. In the event construction is not 100% complete, cleaner(s) will be required to wear hard hats and safety glasses at certain locations. Cleaner is responsible for providing their staff, and sub-contractors, with hard hats and safety glasses, as well as ensuring that they wear full length pants and work boots on days where work is required but the project has not yet received a temporary Certificate of Occupancy. If the elevators in any given location are not up and running, cleaner(s) need to have the ability to lift 60 lbs for stair utilization. Boot covers will also be required for floor protection.

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

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

#### **5.10 Background Checks**

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

The mandatory background check must be done using the New York State Education Department ("SED") system. Only SED system background checks will be allowed. Refer to the attached "How To Make a Fingerprinting Appointment to Obtain NYSED Clearance" form in Appendix M of these Bid Documents.

All Cleaner personnel are required to satisfactorily complete a background check including Project Managers, Superintendents, Foremen, journeymen, engineers, and other personnel, if they are to be permitted on School property. Cleaning firms will be responsible for all associated costs and must make arrangements for all project staff to complete the SED background check. If a Cleaner has previously worked on a RSMP or RCSD project and has already obtained NYSED clearance, another background check is not necessary. The attached form "Request for Fingerprinting Clearance from NYSED for NON-RCSD" must be filled out for all such Cleaners and emailed to Maria Lora at [Maria.lora@rcsdk12.org](mailto:Maria.lora@rcsdk12.org) in order to obtain an updated clearance. This form can be found in Appendix M of these Bid Documents.

Cleaner must complete background checks in enough time to submit a list of all successfully completed background checks to RSMP Program Manager no later than July 15, 2019.

#### **5.11 RCSD I.D. Badges**

All cleaners must also obtain a 2019 RCSD Contractor ID Badge, which is separate from the background check. Once they have successfully completed the background check badges can be obtained at no cost at the following address:

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

**6.0 CLEANER QUALIFICATIONS**

**6.1 Statement of Bidder Qualifications**

Each Bid must include a "Statement of Bidder's Qualifications" containing the information set forth below on Bidder's official company letterhead. The statement shall bear the signature and title of an authorized representative of the Bidder. All questions must be answered in the outline number sequence below, and the data given must be clear and comprehensive. The proposer may submit any additional information he/she desires.

**To be submitted with Bid on official company letterhead:**

1. Name of Bidder
2. Permanent main office address
3. When organized?
4. Legal form of ownership. If a corporation, where incorporated.
5. Years bidder has been engaged in serves you provide under its present name
6. Experience in work similar in scope of services and in importance to this proposal.
  - a. List not less than three (3) client references for whom Bidder completed school or other janitorial services similar in size and scope required for this Bid. Include for each client:
    - Name of Organization
    - Phone number (mandatory)
    - Email Address (if available)
    - Overview of the project
    - Appropriate gross cost of agreement
    - Date services started
    - Duration of the project
    - Number of Cleaners supporting the project
    - Services provided
    - Responsible official, address and telephone number of person available as a reference.
7. If not already outlined in #6 above, identify the largest K-12 cleaning initiative bidder has successfully completed. Identify the district, schools involved, total SF of areas cleaned, and other relevant information to demonstrate your company capability as compared to the requirements as set forth in this Bid. If included in section 6, be sure to note it is the largest initiative per Section 7 of the Bid.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?

10. Provide a list of company employees who will be assigned to this project. Indicate if they are permanent or temporary staff, number of years with the company, and which workers are supervisors. This list shall identify those staff members who will fulfill the bidder's Minority and Women staffing requirements per the maximum requirements outlined in section 10. Please note the on-site supervisor to laborer ratio, and each supervisor's qualifications.
11. Do you hire labor ready personnel on large projects, and if so, what percentage of your temporary workforce do you plan to use on this project?
12. What type of training is given to new hires, labor-ready personnel, and all sub-contracted personnel? Include description of the training, number of hours, and who provides the training. This information will be discussed in-depth at the de-scoping meetings. Bidders will be required to bring supporting documentation.
13. Describe any pending litigation, financial circumstances, or other factors that could affect your organization's ability to perform the Contract.
14. Names, titles, reporting relationships, and background and experience of the principal members of Cleaner, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB.
15. Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.
16. Bidder's Statement of Qualification must be signed by the bidder's authorized representative and include the following certification:

"The undersigned represents that bidder is not currently subject to bankruptcy proceedings and its assets are not subject to receivership. Bidder has not been debarred, suspended, or otherwise found ineligible to Bid or enter into the Contract, nor has bidder included any ineligible party in its Bid."

## **7.0 BID SUBMISSION**

### **7.1 Form of Bids**

Bidders must submit to Owner, in the manner described in Section 2.0 of the "Instructions to Bidders," **one (1) original, three (3) hard copies and one (1) electronic copy of their Bid package.**

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

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

#### **7.4 Prevailing Wage Rate**

1. New York State Prevailing Wage schedules apply to this project.
2. The prevailing wage rate schedule can be obtained from the New York State Department of Labor website.
3. Cleaner is required to pay wages that are equal to or greater than the NY State Prevailing Wages and all required supplements and benefits.
4. Cleaner is responsible to track modifications or changes to the NY State Prevailing Wage rates and modify wages accordingly as work progresses.
5. To the extent that Cleaner may be required by state or federal law or regulation to pay at a higher rate than that payable at the time of Contract award due to post-award changes to the published New York State prevailing wage rates, such rate increase(s) shall not constitute a basis for an increase in the Contract Sum.

#### **7.5 Payment**

Bidders may submit monthly invoices to be paid in accordance with the terms of the Purchase Order (Appendix J) and shall be submitted by September 15, 2019. Receipt of payment is contingent on meeting compliance requirements.

#### **7.6 Preparation Costs**

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

### **8.0 INSURANCE REQUIREMENTS AND INDEMNIFICATION**

#### **8.1 Insurance Requirements**

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

#### **8.2 Indemnification:**

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

### **9.0 DE-SCOPING MEETINGS**

Bids will be reviewed, and firms will be notified by end of the day on **Wednesday, May 22, 2019** regarding de-scoping meetings that are scheduled for **Thursday, May 23, 2019 at 2:00pm**. Final selection of the Cleaner(s) will occur at the RJSCB board meeting, which is scheduled for **Monday, June 10, 2019**. RJSCB reserves the right not to award the project outlined in this Bid, if it determined it is in the best interest of the RSMP, not to award a contract.

**10.0 COMMITMENT**

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

**11.0 QUESTIONS AND BID ADDENDA**

Any questions regarding the Bid or selection process should be submitted via email to [cleaning@rjscb.org](mailto:cleaning@rjscb.org) by **5:00pm on Monday, May 13, 2019**. Owner's answers will be provided by addenda and emailed or posted to the websites where Contract Documents were first made available to potential bidders by **10:00am on Tuesday, May 14, 2019**. All bidders must check the website hosting the Contract Documents to confirm receipt of all addenda. Owner is not responsible for bidders' failure to obtain updated Contract information.

**12.0 PROCUREMENT PROCESS**

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

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

POLICY STATEMENT

1. The Rochester Joint Schools Construction Board ("RJSCB") recognizes that the opportunity for the participation in a free enterprise system by persons or groups traditionally, socially, and economically disadvantaged is essential to obtain social and economic equality. As such, the RJSCB acknowledges the need to promote participation by minority-owned and women-owned business enterprises ("MWBE"), small business enterprises ("SBE") and disadvantaged business enterprises ("DBE") (collectively, "Eligible Business Enterprises" or "EBE") in contracts awarded as part of the Rochester Schools Modernization Program ("RSMP"). The RJSCB further acknowledges the diverse community of the City of Rochester, as reflected in its businesses and workforce labor. The RJSCB strives to support business development and workforce diversification opportunities that the RSMP may create, including the opportunity to encourage participation of these diverse individuals and groups in local projects. Accordingly, through the RSMP Diversity Program, the RJSCB fosters and promotes the participation of EBE's and women and minority laborers in all RSMP contracts.

2. With respect to RSMP Construction Projects less than One Hundred Thousand dollars (\$100,000.00), all contractors are strongly encouraged to meet the designated EBE and women and minority workforce utilization Goals set forth herein. Bidders on all RSMP Contracts to exceed \$100,000.00 must adhere to the Goals and other requirements of this Section and submit Forms DP-1, DP-2, DP-3, and DP-3A, the Promise of Non-Discrimination, EBE Assurance Statement, "Good Faith Efforts Checklist," within the time period(s) set forth herein
3. Contractors are also referred to the Phase II Diversity Plan for reference, a copy of which may be obtained at <http://www.rcsdk12.org/rsmp>. The Phase II Diversity Plan (the "Diversity Plan") is hereby incorporated by reference and Contractors must comply with all terms and requirements of the Diversity Plan.

DEFINITIONS: The below terms and phrases employed with respect to the RSMP, as used herein, shall have the meanings set forth in the Diversity Plan at Article 1.03 "Definitions."

#### WORKFORCE DIVERSITY AND BUSINESS DEVELOPMENT GOALS

1. The RJSCB is committed to provide women and minorities with equal opportunities to perform work on RSMP projects. All firms or other businesses providing goods or services under a Contract meeting the dollar amount threshold set forth in this Project Manual shall comply with the workforce diversity Goals set forth herein.

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

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

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

2. **Contractors performing labor and services for RSMP projects may not count female or minority home office staff toward the Goals stated above** and may only count participation of field staff. However, those performing professional services on RSMP projects may count minority and female office staff who perform the relevant professional services (as opposed to administrative or support services), whether performed in the field or in their home office, toward the workforce diversity Goals stated above.

3. The RJSCB is also committed to the meaningful participation of certified EBE's on RSMP contracts. In order to meet this commitment, all Contractors or other businesses providing goods or services under a Contract meeting the dollar amount threshold set forth in the Diversity Plan shall comply with the business diversity Goals set forth herein.

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

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

- a. **MBE:** 17% of each Contract or purchase order
  - b. **WBE:** 10% of each Contract or purchase order
  - c. **DBE:** 3% of each Contract or purchase order
  - d. **SBE:** 3% of each Contract or purchase order
4. Only EBE firms that demonstrate proper Certification may be used to fulfill the above workforce diversity and business development Goals.
    - a. The RSMP Certification of Small Business Enterprise (SBE) Financial Status Form must be completed in full by any business intending to qualify as a certified "Small Business Enterprise" or "SBE" to provide labor, services and/or materials for any contract awarded under the Rochester Schools Modernization Program (RSMP). This form must be submitted with Bid and is included in Appendix I of these Bid Documents.
  5. COUNTING EBE PARTICIPATION TOWARD GOALS: All bidders, including EBE bidders, shall use Good Faith Efforts to achieve business development Goals through second tier participation (subcontractor work). Methods for counting EBE participation toward Goals of this Contract are set forth in the Diversity Plan at Article 2.02(e)

**FORMS AND PROCEDURES**

1. To count toward the RJSCB's Goals, an EBE must be Certified at the time an Bid is submitted. The judgment as to whether or not an EBE has the qualifications and experience for the type of work required by the Contract rests with the Contractor, even as to any EBE's as may have been listed by Owner or its Independent Compliance Officer (ICO) as pre-approved or Certified. In addition to general Certification, all SBE's must complete and submit the Small Business Certification Form included in Appendix I of these Bid Documents.
2. As an aid to bidders, the ICO may, as a courtesy, direct bidders to various websites, certifying entities and/or listings identifying Certified EBE firms working in relevant business categories. For any EBE firm proposed by the Bidder or Contractor, whether or not such firm is included in any courtesy information provided by the ICO, Bidder or Contractor must submit acceptable proof of the certification of each EBE firm for the ICO's review to determine whether to accept a proposed EBE Utilization Plan (Form DP-1). Certification does not imply the EBE firm's ability to perform the work required of the Contract, which shall be Contractor's obligation to determine.



3. **Failure to adequately complete the forms required to be submitted with the Bid will be grounds for the RJSCB upon recommendation of the ICO to reject a Bid or disqualify a bidder.** The information required by this Section is to be provided on the attached forms.
4. The name, mailing address and title of the bidder's EBE liaison officer should be included along with the forms referenced above.
5. Any agreement between a bidder/contractor and an EBE in which the EBE promises not to provide subcontracting quotations to another bidder/contractor is prohibited.
6. The names, scope of work and dollar amounts submitted on the above-referenced forms constitute the bidder's proposed plan for fulfillment of the Goals.
7. Neither Conduit nor Broker participation, as those terms are defined in the Diversity Plan, shall be counted toward EBE firm participation on this Contract.
8. The RJSCB, ICO or other RJSCB designee shall notify the bidder if one or more of the proposed EBE's do not qualify for the Project. The bidder will be requested, within five (5) days of notification, to provide new Certified EBE's or an alternate plan for fulfilling the Goals. This does not imply that the bidder cannot utilize the proposed EBE, only that doing so will not count toward fulfilling the Goals.
9. It is understood that a Contractor/Bidder may make changes to its DP-1 Form for legitimate and necessary business reasons prior to award of contract. Any such changes must be submitted to the ICO for review and approval, if appropriate. The DP-1 change process does not relieve Contractor/Bidder from compliance with all other requirements of this Section, including contacting EBE firms to seek work proposals prior to submission of Bid.
10. The ICO may request that the Bidder or Contractor supply additional information within a reasonable timeframe to perform a review and assess whether Goals have been adequately stated, met and/or maintained throughout Contract performance.
11. Once a Bidder submits a satisfactory DP-1 form (EBE Utilization Plan), DP-2 form (Letter of Intent to Perform), a signed Promise of Non-Discrimination, and signed EBE Assurance Statement, upon approval of the ICO, these documents will be incorporated into, and made a part of, the Contract. Goals will be considered provisionally met at the award stage, pending Contract completion, including satisfactory submission of Employment Utilization and EBE Utilization reports (Forms DP-3 and DP-3a) to verify that Goals have been adequately met and maintained throughout Contract performance.
  - a. If the Bid includes Allowances or Alternates, bidder may craft its EBE Utilization Plan (DP-1) to meet the Goals using only the "Base Bid" amount, based on the assumption that work Allowance or Alternate work included in the Bid may not be performed as part of the Contract, depending on Project needs. However, should Owner select Alternates or direct contractor to perform work in an Allowance category during the Project, contractor must revise and re-submit its Utilization Plan (DP-1), as well as DP-3 and DP-3a forms, and make Good Faith Efforts to meet and maintain all Goals, in accordance with Parts VIII and IX of this Section.

GOOD FAITH EFFORT: RJSCB expects extreme diligence on the part of each Bidder and Contractor to meet and maintain Goals. Bidders must submit with their Bids evidence of Good Faith Efforts on the "Good Faith Efforts Checklist" Form, attached in Section 00 43 34A. Good Faith Efforts are defined in the Diversity Plan and outlined therein at Article 2.02(c).

CONTRACTUAL OBLIGATIONS:

1. The ICO shall review the plan submitted by an apparent low bidder to determine if the bidder is compliant with the Goals set forth in this Section, and will strive to make such determination within 48 hours of notice to the apparent low bidder. In the event the ICO determines a bidder has not met or used Good Faith Efforts to meet the Goals, the ICO may reject the proposed EBE Utilization Plan, and the contract may be awarded to the next lowest responsible bidder who complies with the requirements of this Section.
  
2. Appeals of plan acceptance determinations must be made in writing and state the entire basis of the appeal. Appeals are to be delivered to the ICO within three (3) days of notification of decision and should include sufficient supporting documentation to allow the ICO to perform a meaningful review.
  
3. **The successful bidder's final EBE Utilization Plan (Form DP-1) as approved by the ICO shall be incorporated into the Contract upon the award thereof.** This will be referred to as the approved EBE Utilization Plan (DP-1), and will be operative unless and until revised, as set forth herein. If the DP-1 is revised at any time after Bid submission, including during Contract performance, Contractor must provide a written rationale to the ICO for the revision, and obtain ICO approval thereof. The subcontractors listed on approved EBE Utilization Plan (DP-1), the dollar amounts shown, and any other relevant documentation will become part of the Contract. Failure to comply with an approved EBE Utilization Plan shall be a material breach of Contractor's obligations under this Section.

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

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

- a. A Revolving Loan Program (RLP) was developed through the Business Opportunities Program (BOP) specifically for assisting EBE subcontractors with Phase 2 contract awards. Bidders interested in the program can fill out a pre-qualification application for submission to the Program Manager, who will forward to the RLP Administrator. If approved, the loan funds available to EBEs can be used to cover payroll, rent equipment or purchase supplies when accompanied by an invoice. As a reflection of the RJSCB's effort to remove barriers and promote business growth, the RLP short form application makes the loan process easy to implement and navigate. The RLP Committee will approve applications within 3 business days. There are no credit checks and zero (0%) interest applied with a minimal administrative fee. The fund's revolving balance is secured by a replenishment system based on monthly payment requisitions that require the loan to be repaid within 90 days. The RJSCB will not administer the loan program or approve loans. Additional information will be provided upon request of interested bidders. Please refer to the RLP Application included in Appendix N.

#### PRIOR TO THE COMMENCEMENT OF WORK

1. Prior to the commencement of any work by an EBE, and no later than ten (10) days after notice of Contract award, the contractor must submit the DP-2 Form "Letter of Intent to Perform." Contractor shall exercise best efforts to execute and submit copies of all EBE subcontracts to the ICO no later than 90 days after the notice of contract award. This will provide evidence that a written contract is in place, but in no way implies the RJSCB's approval or disapproval of the subcontracts. The RJSCB reserves the right to request a copy of an executed EBE subcontract prior to 90 days if it so chooses or at any time during the Project. If the Contractor fails to provide the executed EBE subcontracts within the 90 day period or upon request as indicated above, the ICO can proceed to request an explanation from the Contractor and request a meeting with the Contractor to review the status and reasons for not submitting the subcontracts. Non-compliance by the Contractor with this section may give the RJSCB cause to withhold payments to the Contractor.

2. If requested by the RJSCB or ICO, the contractor must attach a construction schedule to the EBE subcontract describing the anticipated time periods that the EBE subcontractor will be utilized on the Project. A copy of the construction schedule, with modifications, should accompany each Form DP-3A.
3. Failure to submit a written subcontract agreement with a construction schedule upon request may give the RJSCB cause to withhold payments. Any work performed by an EBE without a written subcontract made available to the RJSCB may not be counted toward fulfillment of the goals.
4. All subcontractors should be made aware of all modifications to the construction schedule and must be given reasonable opportunity to mobilize their workforces to perform. Notification of less than five (5) days will not be considered reasonable and will not be a basis for determining that the subcontractor was not available to perform on the Project.

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

1. If a contract modification (e.g., a Change Order, Field Order or Construction Change Directive) issues after the ICO's approval of the EBE Utilization Plan, the Contractor must adjust the Utilization Plan accordingly to maintain the appropriate percentage Goals. For example, if a Change Order increases the Contract Sum, the Goals will increase in proportion to the Contract Sum. Similarly, performance of approved Allowance work will increase the Contract Sum for purposes of compliance with EBE Goals. Forms DP-3 and DP 3-A must be submitted monthly and should reflect changes to the Contract Sum due to authorized contract modifications or Allowance work, as well as the resulting increases in EBE, women and minority participation.
2. Contractors must demonstrate, to the ICO's satisfaction, Good Faith Efforts to meet the modified Goals in the event of a change to the Contract Sum during the progress of Work, including but not limited to retaining additional EBE subcontractors for the work affected by an Allowance or contract modification that increases the Contract Sum.
3. The ICO may, in its discretion and upon contractor's written request, consider the following factors in determining whether contractor has used Good Faith Efforts to meet the required Goals:
  - a. If the contract change or Allowance requires contractor to provide additional materials and/or supplies, as opposed to performing additional labor;
  - b. If the change Allowance work is the same type of work currently being performed by the contractor under contract with a non-EBE Supplier or subcontractor on the Project;
  - c. If EBE subcontractors are not capable or available to do the work required by contract change or Allowance;
  - d. Any other factor impacting contractor's ability to adjust the Goals in accordance with the increased Contract Sum.

4. The ICO in its discretion may waive the requirement to meet modified Goals if approved contract modifications or authorization to perform Allowance work results in a minor net increase in the Contract Sum (less than \$50,000) such that restructuring contracts would be impractical or unduly burdensome to contractor. However, the contractor must otherwise demonstrate compliance with modified percentage Goals to the satisfaction of the ICO.
5. Should ICO determine that the performance of approved Allowance or change order work, or any other factor during performance of the Contract, has caused contractor to fall out of compliance with applicable percentage Goals, the ICO may call a meeting with contractor to address the issue and discuss steps for the contractor to achieve and maintain compliance with the applicable Goals.

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

1. All apparent successful bidders who plan to utilize an EBE subcontractor or engage in a Joint Venture with an EBE shall submit to the ICO by the end of the tenth business day following notice of award of contract a "Letter of Intent to Perform" (Form DP-2) in the format attached hereto, signed by both the EBE and bidder.
2. The contractor must furnish the ICO with Monthly Employment and EBE Utilization Reports (Forms DP-3 and DP-3A) with each monthly request for payment, including but not limited to workforce census and other employment and certified payroll records necessary to verify achievement of the workforce diversity goals. Employee zip code information must be listed on monthly EEO report. Failure to submit the DP-3 and DP-3A Forms with each request for payment will give the RJSCB cause to withhold that payment and the EBE's or workforce utilized shall not be counted toward fulfillment of the Goals.
3. Records of payment (e.g., copies of checks) for subcontract work, if requested by RJSCB, as well as payrolls and other documents required by any other terms of this contract, must be submitted to the ICO with each monthly request for payment unless otherwise indicated. Attainment of the Goals will be based on actual payment records and not solely on the stated subcontract amount. Amounts claimed to be attributable to EBE's, but that are not substantiated by actual payment records, will not be counted toward the final Goal. All contractors must provide a certified accounting statement setting forth the total amounts paid to all subcontractors to enable the RJSCB and ICO to verify that percentage Goals were ultimately met.
4. The contractor must notify the ICO immediately in writing if the contractor changes or cancels an EBE subcontractor or Joint Venture including an EBE whose participation has already been approved as counting toward the applicable Goal.

5. The ICO or other RJSCB designee shall follow up during the term of Project to evaluate the successful employment of the EBE firms and of women and minorities through review of Forms DP-3 and DP-3A (Monthly Employment and EBE Utilization Reports). This review may be done monthly or when the ICO deems it appropriate.
  - a. Successful utilization and meeting of Goals will be noted and approved by the ICO.
  - b. In cases where the contractor fails to meet workforce diversity and business development Goals, the ICO or other RJSCB designee shall obtain from the contractor in writing the reason for the delay and his/her plan to achieve the Goals by project completion.
  - c. It is the contractor's responsibility to monitor the progress of the EBE and women and minority participation on the Project.
  - d. In cases where the contractor does not anticipate meeting the Goal or where the contractor wishes to add an EBE firm to those originally designated as contributing toward a business development Goal, the contractor should request a new EBE Utilization Plan (DP-1 form) and inform the ICO thereof. The updated EBE Utilization Plan (DP-1) shall be submitted to the ICO within (3) days of giving notice to the ICO.
  - e. This revised EBE Utilization Plan (DP-1) shall be approved or rejected by the ICO or other RJSCB designee in accordance with the Goals.
  - f. Appeals of revised EBE Utilization Plan acceptance determinations shall be made in writing, stating the full basis of the appeal, to the ICO within three (3) days of notification of the initial decision.

**RETAINAGE:** The RJSCB reserves the right to retain, at any time, an amount up to but not exceeding the amount cited in an approved EBE Utilization Plan (DP-1) that has not been paid to any EBE in accordance with the approved EBE Utilization Plan. The RJSCB may retain such amounts as in its reasonable discretion may be necessary to ensure payment to the applicable EBE firm listed in the EBE Utilization Plan.

**COMPLIANCE MONITORING:** In order to achieve development and diversification in its workforce, and to meet the required EBE utilization Goals set forth herein, each contractor, supplier, professional service firm or other business providing goods or services must:

1. Provide the ICO with a monthly workforce census and other employment and certified payroll records necessary to verify achievement of the workforce diversity Goals and demonstrate compliance with the minimum standards.
2. Provide on-demand access and cooperation to the ICO to review records on-site and/or at work-site premises to validate workforce participation. This may include unannounced visits and on-the-spot interviews that the ICO and its inspectors may hold with workers at the job site or at off-site work premises to verify their work status and claimed job classifications.
3. Submit all other information required on the forms specified herein and attached or such further information as is required at the reasonable request of ICO, at the time of bidding or throughout the Project to ensure compliance with the requirements of this Section.

4. In addition, contractor is strongly encouraged to do the following:
  - a. With Bid submission, present a proposed written recruiting program directed at attracting candidates to fill positions of employment in order to meet such requirements.
  - b. With Bid submission, provide a statement committing to training or participation in training programs provided by third parties to train new employees in meaningful ways to succeed in their employment opportunities and to promote long-term employment within the industry or profession.
5. In the event the contractor, supplier, professional service firm or other business providing goods or services fails to maintain minority/women workforce or EBE utilization Goals through the duration of the Project on their Contract or purchase order, the ICO can and shall exercise in a timely manner one or more of the remedies set forth in the Diversity Plan at Article VI at section 6.01.

**ENFORCEMENT:** In evaluating Bids and during performance of the Contract, the Owner and ICO may consider responsive and responsible bidders who can provide the quality goods and services reasonably required for the contract. All bidders must make Good Faith Efforts in seeking to maximize the use of available EBE's for RSMP Projects. The failure of a bidder to demonstrate the mandatory Good Faith Efforts outlined in the Diversity Plan to include EBE's in the procurement process or to maintain percentage Goals throughout the Project will be considered in awarding RSMP Contracts. The RJSCB, through the action of the ICO, shall have the authority and power to enforce the provisions of this Section.

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

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

Contact information for any questions:  
Baker Tilly Virchow Krause, LLP  
Jeff Wild  
585-512-3819  
Jeffrey.Wild@bakertilly.com

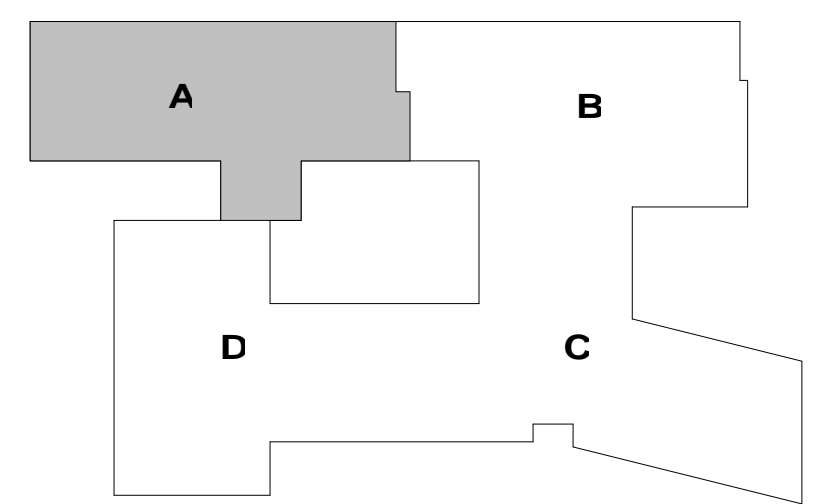
**ATTACHMENTS:** Information required by this Section must be submitted on the forms or in the formats specified in the "Diversity Program Forms" found in Appendix I.

## **APPENDIX A**





**BUILDING KEY PLAN**



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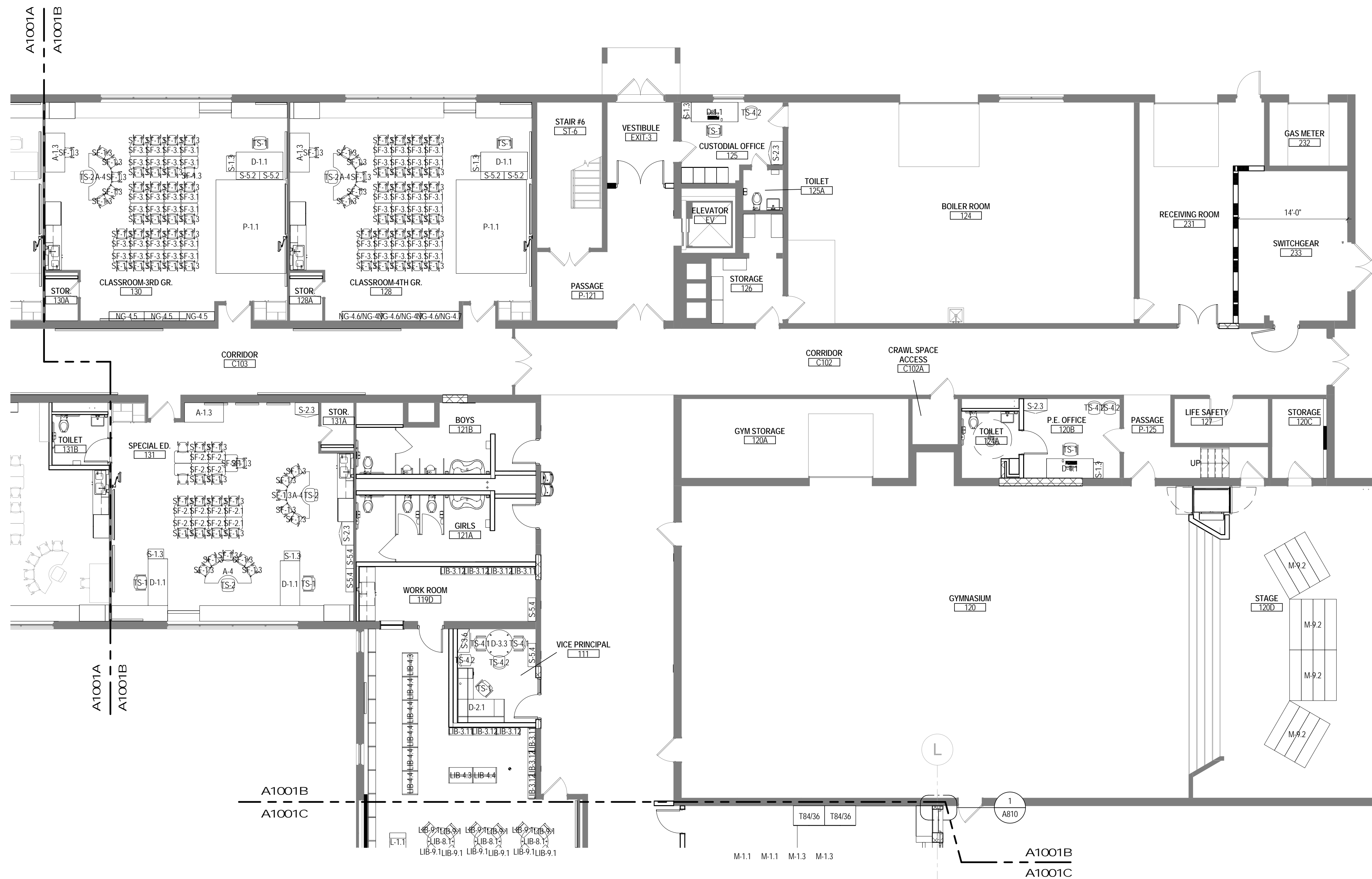
**RCSD - Dag Hammarskjold School #6**  
 695 Upper Falls Blvd, Rochester, NY 14605  
 for  
**Rochester Joint Schools  
 Construction Board**

**MOODY+NOLAN**  
 1621 Euclid Avenue  
 Suite 1150  
 Cleveland, OH 44115  
 Phone: (216) 432-0696  
 Fax: (216) 432-0699

Dwg Coord: Author	Tech Coord: Checker	17078.01
<b>FIRST FLOOR FURNITURE PLAN - AREA A</b>		<b>A1001A</b>
ISSUE FOR BIDDING		03/16/2018

**1** 01 FIRST FLOOR FURNITURE PLAN - AREA 'A'  
 1/8" = 1'-0"

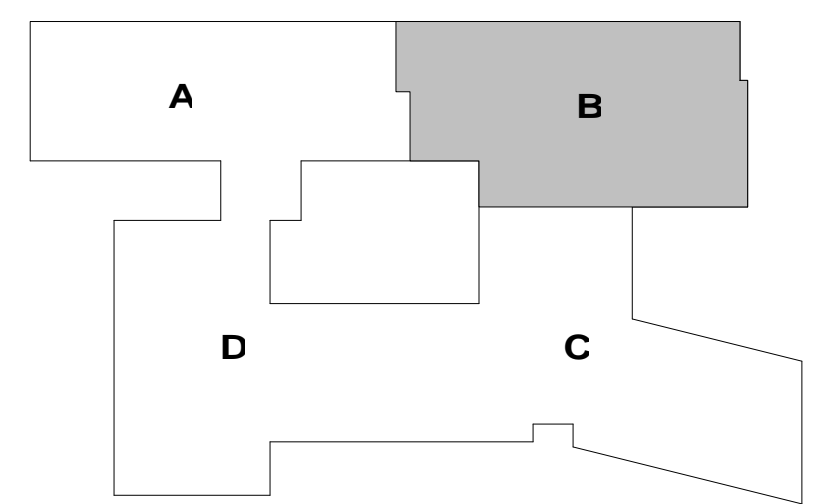
SED No. 26-16-00-01-0-006-022



**1 01 FIRST FLOOR FURNITURE PLAN - AREA 'B'**

1/8" = 1'-0"

**BUILDING KEY PLAN**



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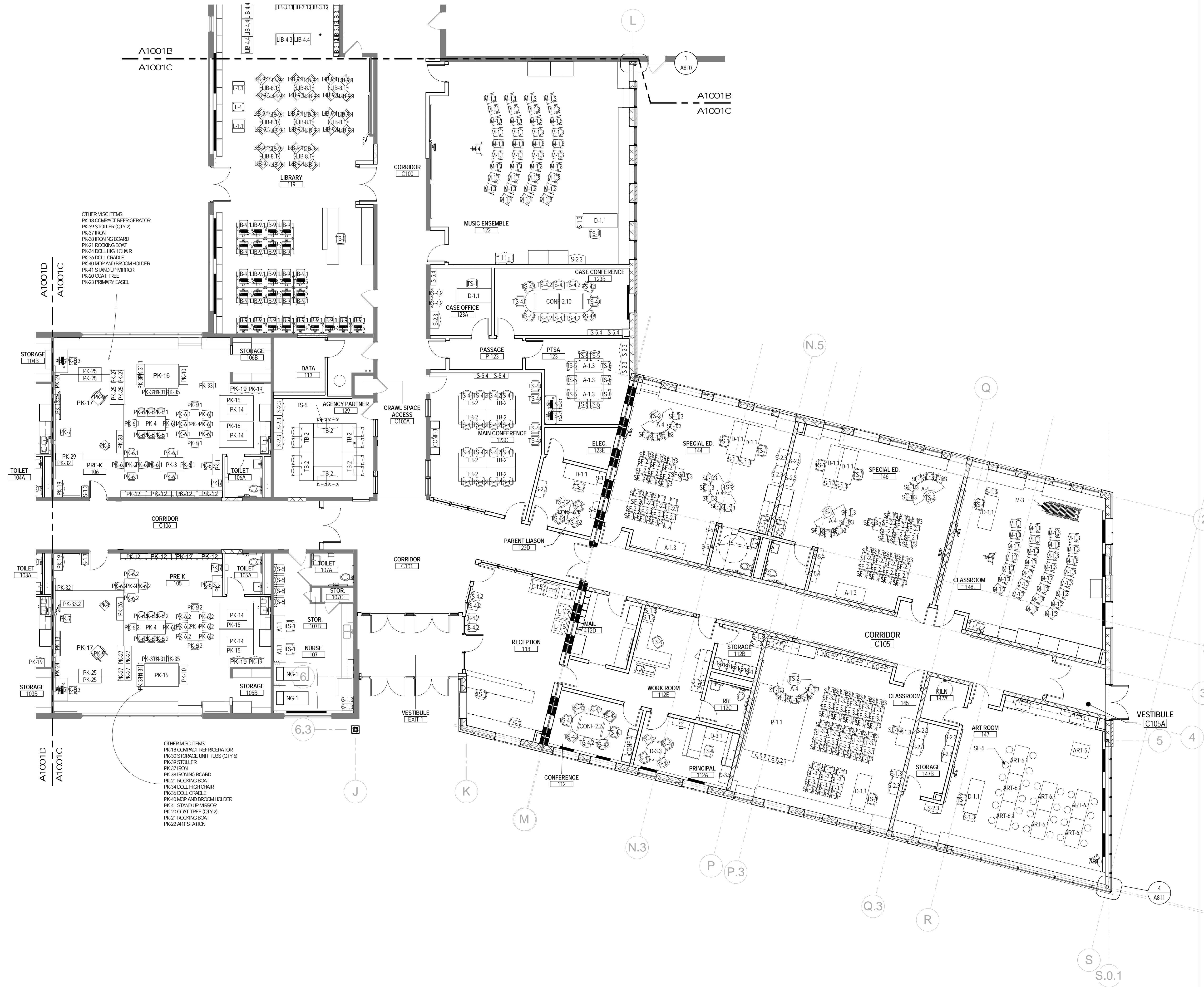
**RCSD - Dag Hammarskjöld School #6**  
 595 Upper Falls Blvd, Rochester, NY 14605  
 for  
**Rochester Joint Schools Construction Board**

**MOODY•NOLAN**  
 1621 Euclid Avenue  
 Suite 1150  
 Cleveland, OH 44115  
 Phone: (216) 432-0696  
 Fax: (216) 432-0699

Dwg Coord: Author	Tech Coord: Checker	17078.01
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FIRST FLOOR FURNITURE PLAN - AREA B	<b>A1001B</b>
ISSUE FOR BIDDING	03/16/2018

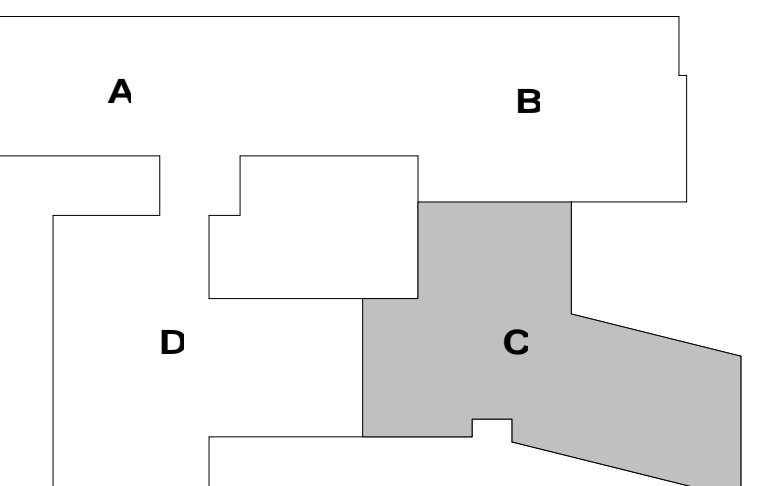
SED No. 26-16-00-01-0-006-022



OTHER MISC ITEMS:  
 PK-18 COMPACT REFRIGERATOR  
 PK-39 STOLLER (CITY 2)  
 PK-37 IRON  
 PK-38 IRONING BOARD  
 PK-21 ROCKING BOAT  
 PK-34 DOLL HIGH CHAIR  
 PK-36 DOLL CRADLE  
 PK-40 MOP AND BROOM HOLDER  
 PK-41 STAND UP MIRROR  
 PK-20 COAT TREE (CITY 2)  
 PK-23 PRIMARY EASEL

OTHER MISC ITEMS:  
 PK-18 COMPACT REFRIGERATOR  
 PK-35 STORAGE UNIT TUBS (CITY 4)  
 PK-39 STOLLER  
 PK-37 IRON  
 PK-38 IRONING BOARD  
 PK-21 ROCKING BOAT  
 PK-34 DOLL HIGH CHAIR  
 PK-36 DOLL CRADLE  
 PK-40 MOP AND BROOM HOLDER  
 PK-41 STAND UP MIRROR  
 PK-20 COAT TREE (CITY 2)  
 PK-21 ROCKING BOAT  
 PK-22 ART STATION

**BUILDING KEY PLAN**



#	DATE	CHANGE DESCRIPTION

**RCSD - Dag Hammarskjöld School #6**  
 595 Upper Falls Blvd, Rochester, NY 14605  
 for  
**Rochester Joint Schools Construction Board**

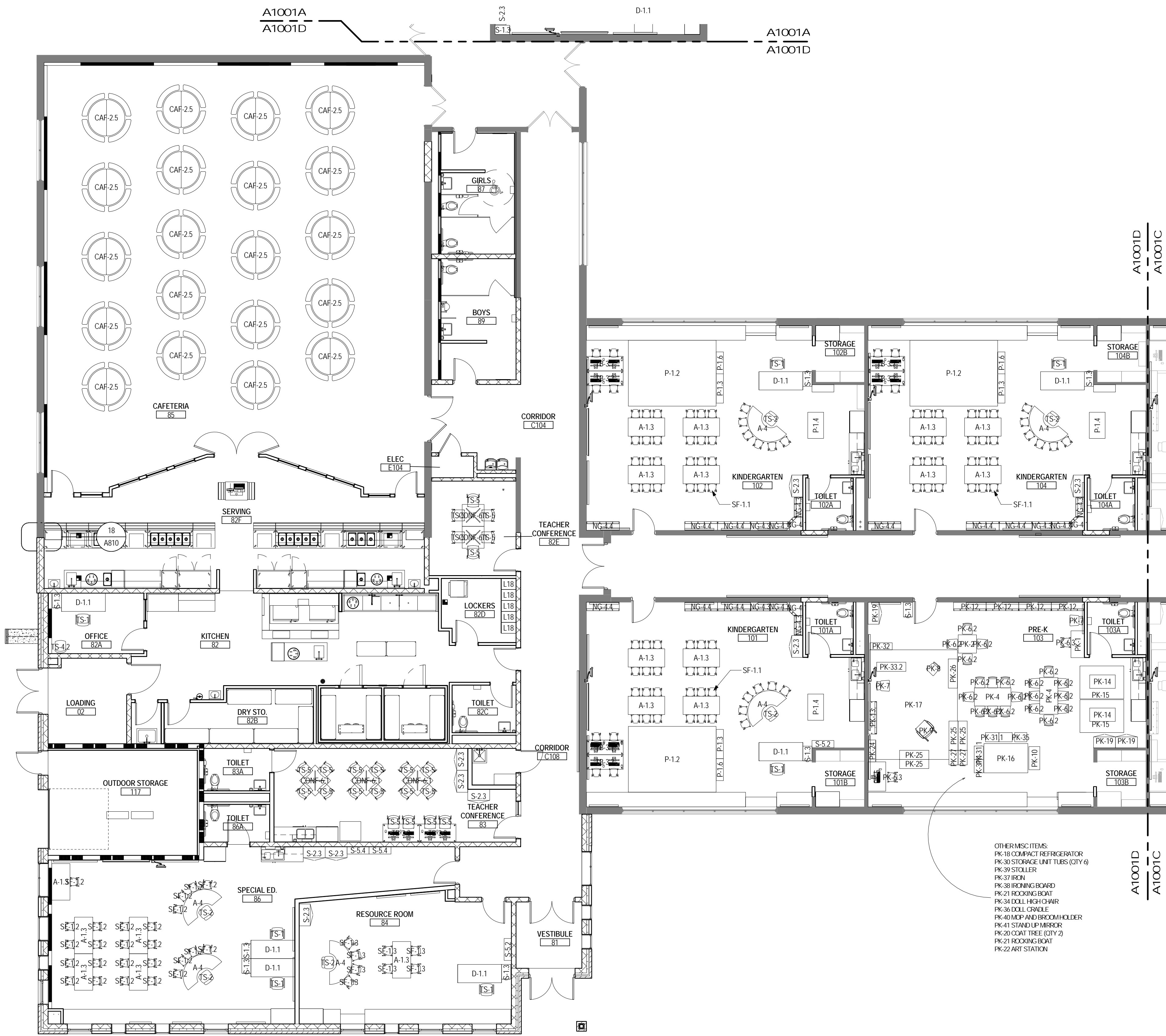
**MOODY+NOLAN**  
 1621 Euclid Avenue  
 Suite 1150  
 Cleveland, OH 44115  
 Phone: (216) 432-0696  
 Fax: (216) 432-0699

Dwg Coord: Author	Tech Coord: Checker	17078.01
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FIRST FLOOR FURNITURE PLAN - AREA C	<b>A1001C</b>
ISSUE FOR BIDDING	03/16/2018

SSD No. 26-16-00-01-0-006-022

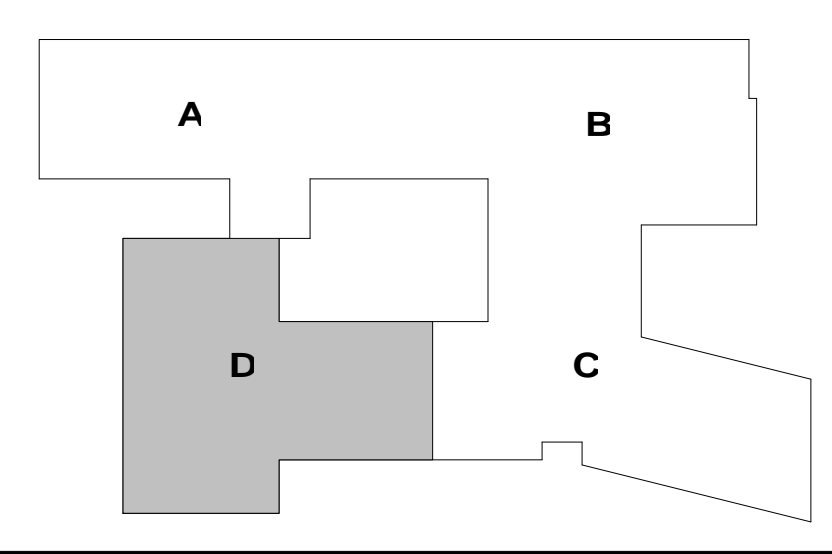
**1 01 FIRST FLOOR FURNITURE PLAN - AREA 'C'**  
 1/8" = 1'-0"



- OTHER MISC ITEMS:
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  - PK-30 STORAGE UNIT TUBS (QTY 4)
  - PK-39 STOLLER
  - PK-51 IRON
  - PK-58 BROOM BOARD
  - PK-21 FLOORING BOAT
  - PK-34 DOLL HIGH CHAIR
  - PK-36 DOLL CRADLE
  - PK-40 MOP AND BROOM HOLDER
  - PK-41 STAND UP MIRROR
  - PK-20 COAT TREE (QTY 2)
  - PK-21 FLOORING BOAT
  - PK-22 ART STATION

**1** 01 FIRST FLOOR FURNITURE PLAN - AREA 'D'  
 1/8" = 1'-0"

**BUILDING KEY PLAN**



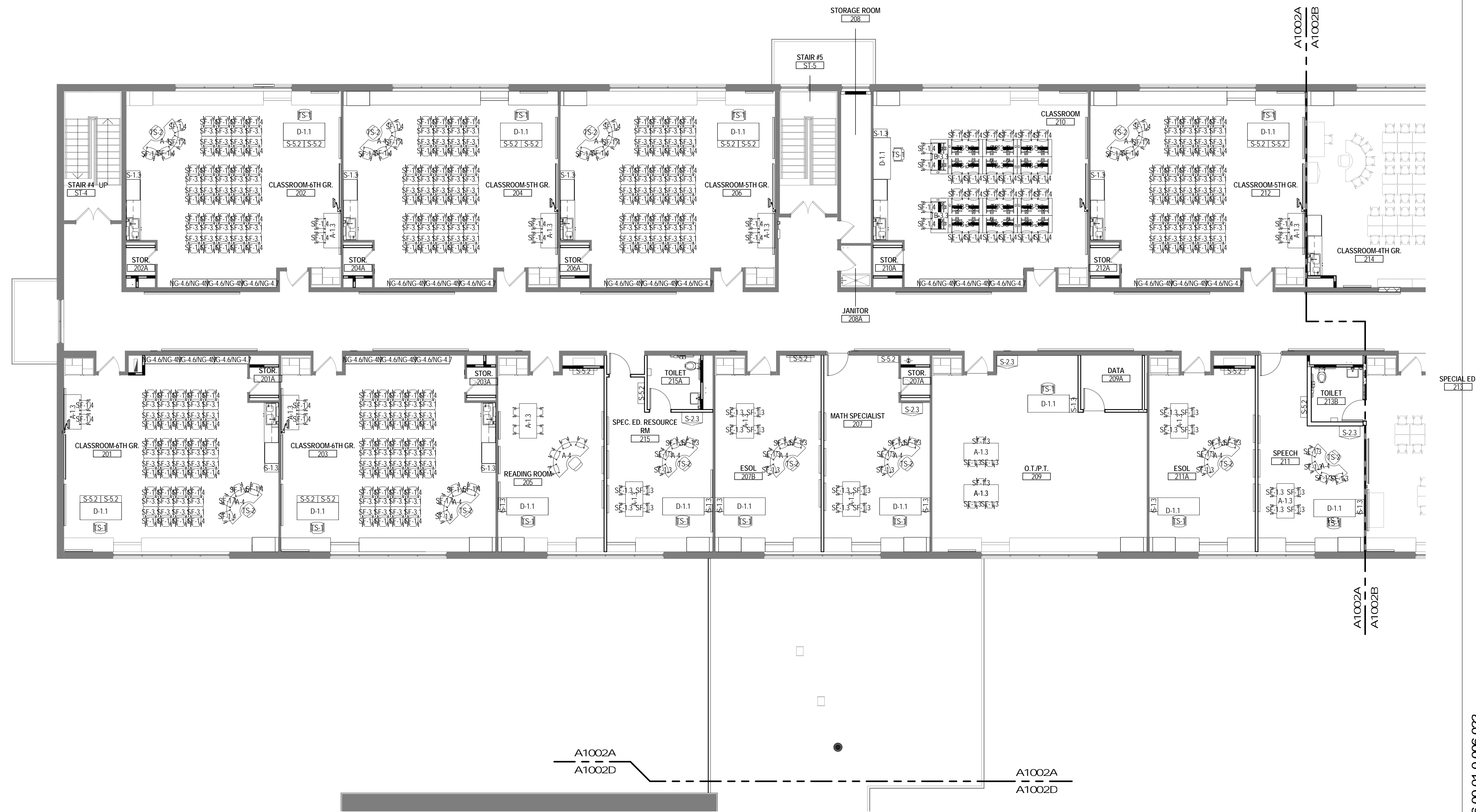
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**RCSD - Dag Hammarskjöld School #6**  
 595 Upper Falls Blvd, Rochester, NY 14605  
 for **Rochester Joint Schools Construction Board**

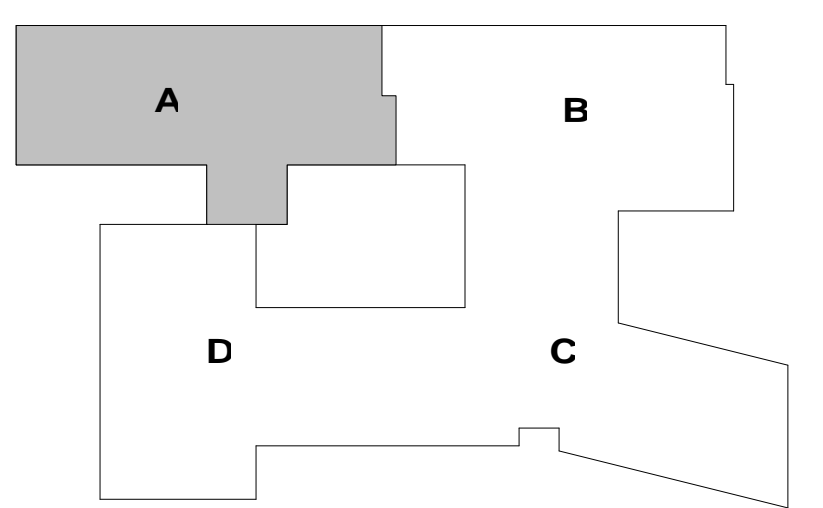
**MOODY•NOLAN**  
 1621 Euclid Avenue  
 Suite 1150  
 Cleveland, OH 44115  
 Phone: (216) 432-0696  
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Dwg Coord: Author	Tech Coord: Checker	17078.01
<b>FIRST FLOOR FURNITURE PLAN - AREA D</b>		<b>A1001D</b>
ISSUE FOR BIDDING		03/16/2018

SED No. 26-16-00-01-0-006-022



**BUILDING KEY PLAN**



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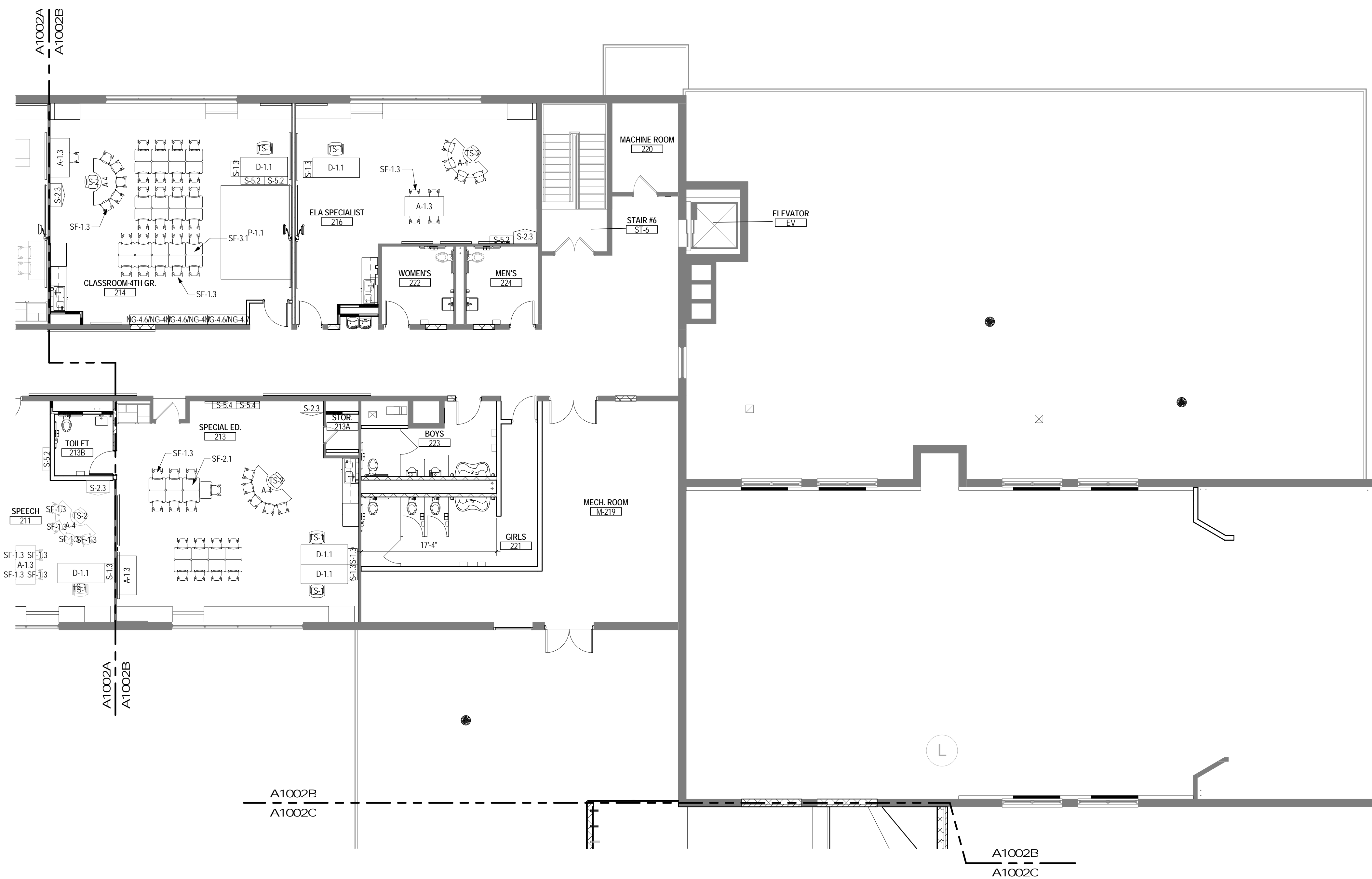
**RCSD - Dag Hammarskjöld School #6**  
 695 Upper Falls Blvd, Rochester, NY 14605  
 for **Rochester Joint Schools Construction Board**

**MOODY•NOLAN**  
 1621 Euclid Avenue  
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 Cleveland, OH 44115  
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 Fax: (216) 432-0699

Dwg Coord: Author	Tech Coord: Checker	17078.01
<b>SECOND FLOOR FURNITURE PLAN - AREA A</b>		<b>A1002A</b>
ISSUE FOR BIDDING		03/16/2018

**1** 02 SECOND FLOOR FURNITURE PLAN - AREA 'A'  
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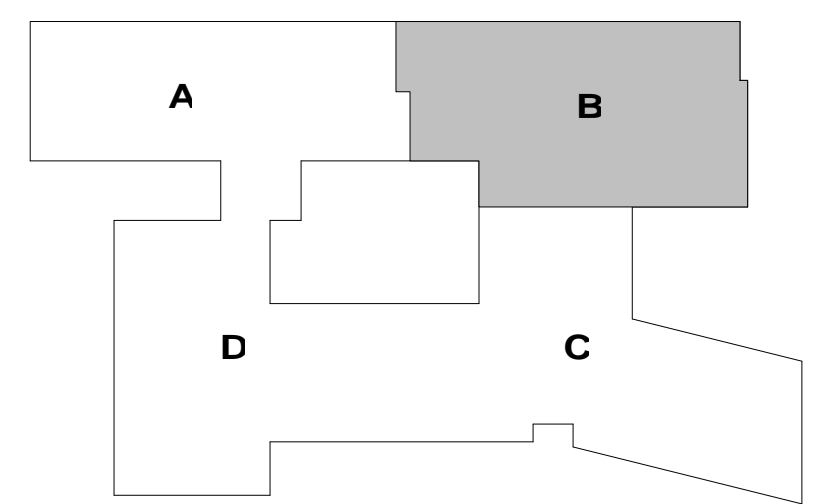
SED No. 26-16-00-01-0-006-022.



**1 02 SECOND FLOOR FURNITURE PLAN - AREA 'B'**

1/8" = 1'-0"

**BUILDING KEY PLAN**



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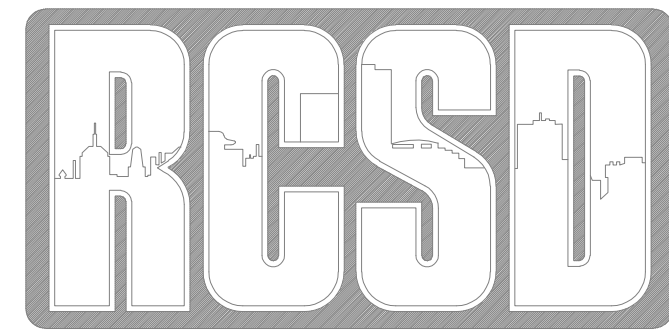
**RCSD - Dag Hammarskjöld School #6**  
 695 Upper Falls Blvd, Rochester, NY 14605  
 for  
**Rochester Joint Schools Construction Board**

**MOODY•NOLAN**  
 1621 Euclid Avenue  
 Suite 1150  
 Cleveland, OH 44115  
 Phone: (216) 432-0696  
 Fax: (216) 432-0699

Dwg Coord: Author	Tech Coord: Checker	17078.01
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SECOND FLOOR FURNITURE PLAN - AREA B	<b>A1002B</b>
ISSUE FOR BIDDING	03/16/2018

SED No. 26-16-00-01-0-006-022



**Phase 2a  
Reconstruction**

SED Control Number  
26-16-00-01-0-103-035

**East School #261**  
1801 East Main Street  
Rochester, New York 14609



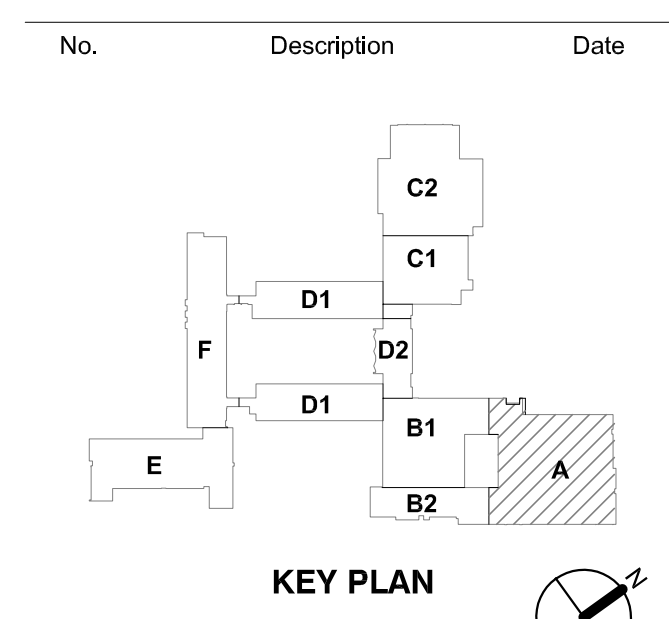
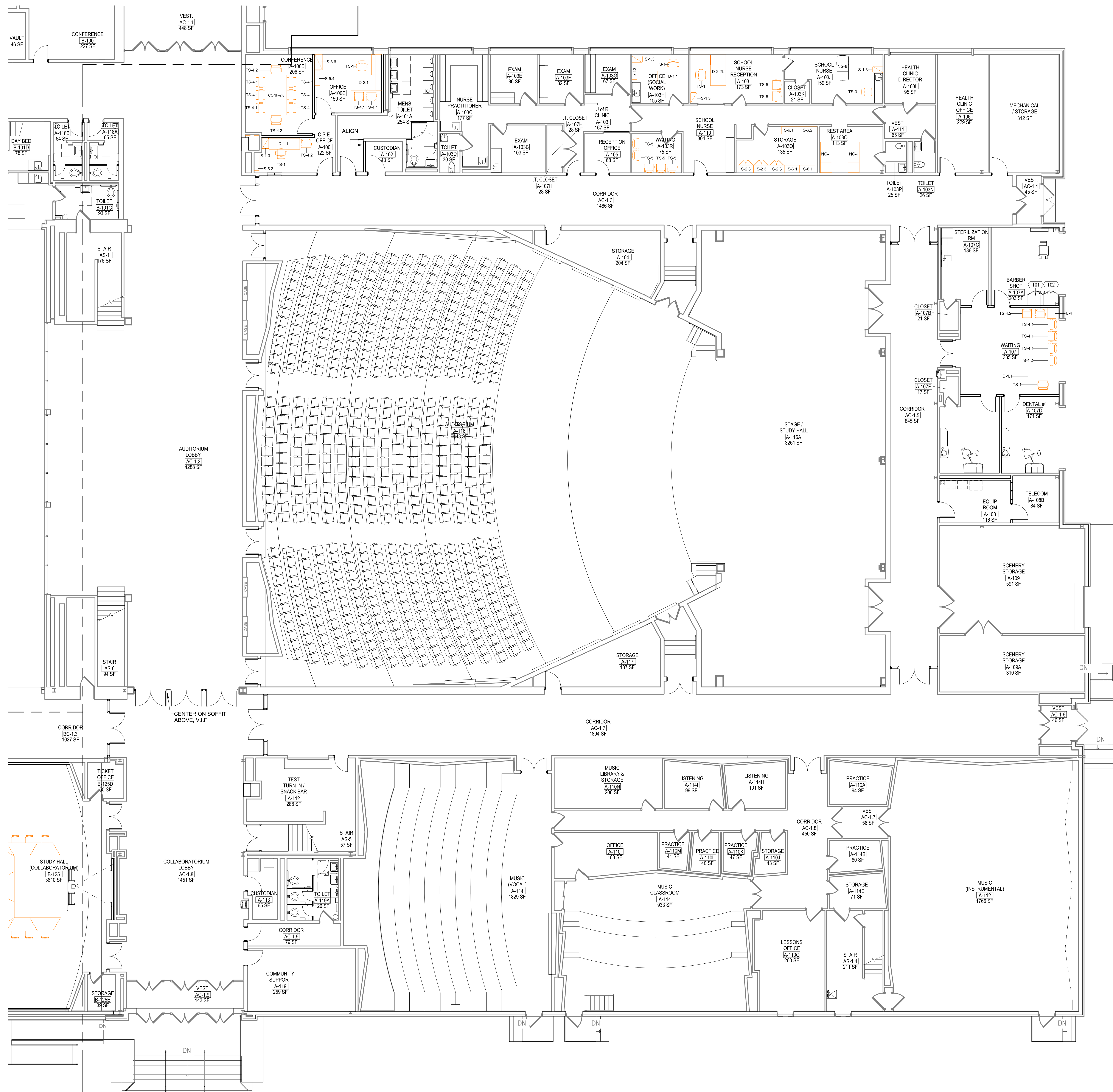
2170 Whitehaven Road  
Grand Island, New York 14072  
T: 716.773.6800  
F: 716.773.5909

**Architerra PC**  
17 Perkins Street  
Rochester, NY 14607  
(585)442.8550

**Popli Design Group**  
555 Penbrooke Drive  
Penfield, NY 14526  
(585)388.2060

**Watts Architecture & Engineering**  
95 Perry Street  
Buffalo, NY 14203  
(716)206.5100

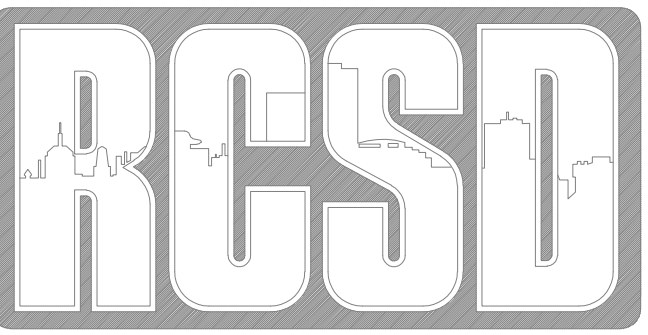
**The LA Group**  
330 East State Street  
Ithaca, NY 14850  
(607)277.4004



Drawing Title:  
**LEVEL 01 FURNITURE  
PLAN - AREA A - FOR  
REFERENCE ONLY**

Project No.: 004827.00 Checked by: Checker

**ID0101A**



Phase 2a Reconstruction

SED Control Number 26-16-00-01-0-103-035

East School #261 1801 East Main Street Rochester, New York 14609

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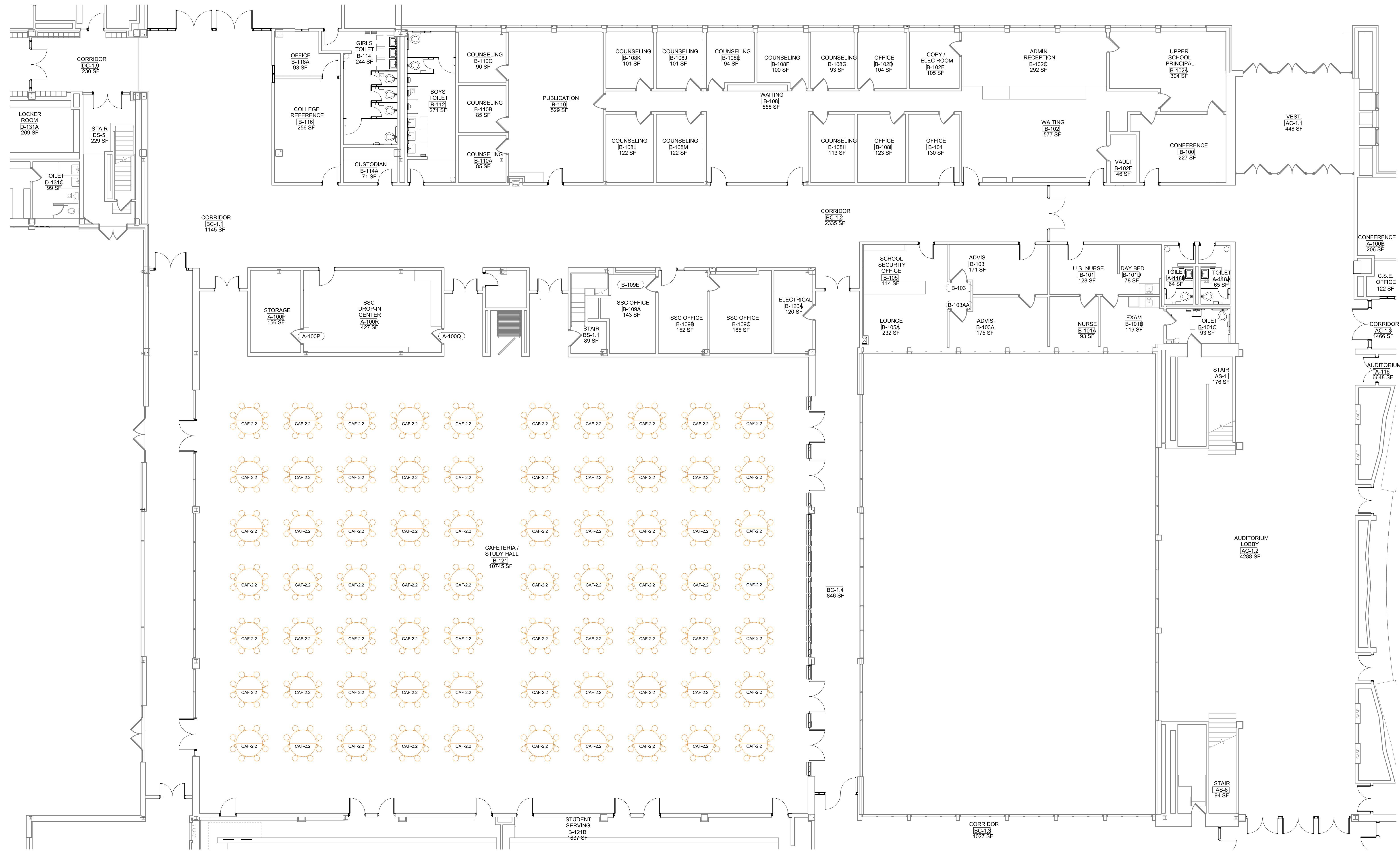
2170 Whitehaven Road Grand Island, New York 14072 T: 716.773.6800 F: 716.773.5909

Architectura PC 17 Pitkin Street Rochester, NY 14607 (585)442.8550

Popl Design Group 555 Penbrooke Drive Penfield, NY 14526 (585)388.2950

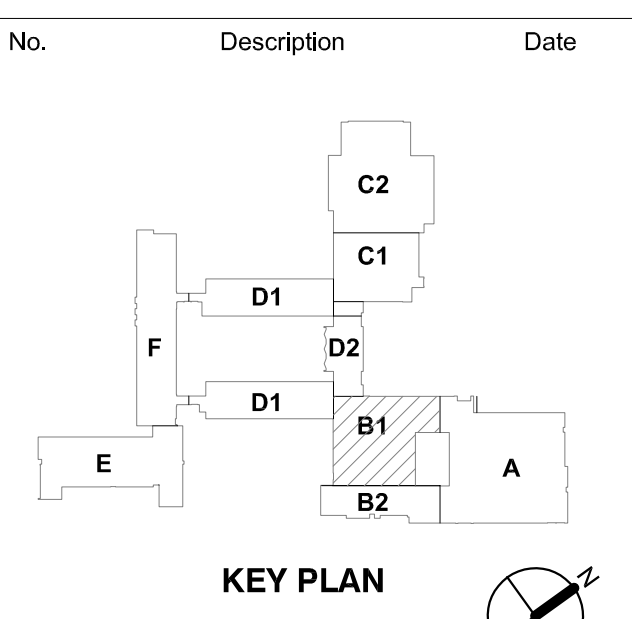
Watts Architecture & Engineering 95 Perry Street Buffalo, NY 14203 (716)206.5100

The LA Group 330 East State Street Ithaca, NY 14850 (607)277.4004



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1 LEVEL 01 PLAN - AREA B1 1/8" = 1'-0"

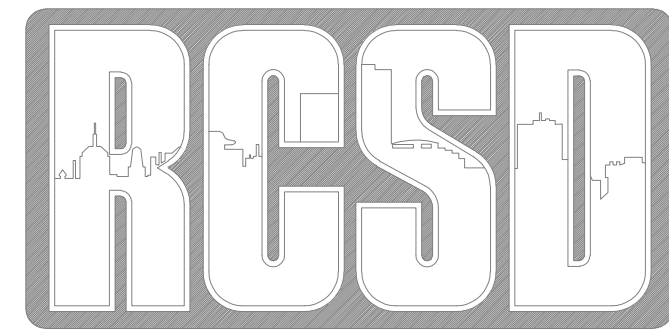


LEVEL 01 FURNITURE PLAN - AREA B1 - FOR REFERENCE ONLY

Project No.: 004827.00 Checked by: Checker

ID0101B1





**Phase 2a  
Reconstruction**

SED Control Number  
26-16-00-01-0-103-035

**East School #261**  
1801 East Main Street  
Rochester, New York 14609

**CANNONDESIGN**

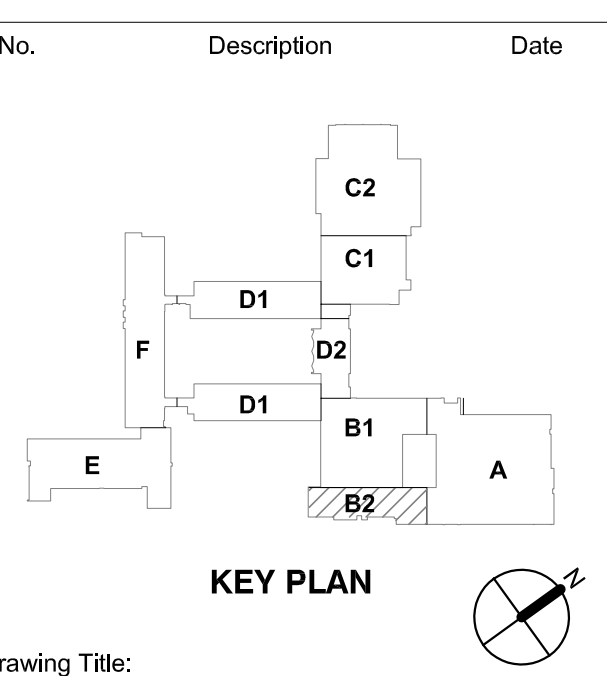
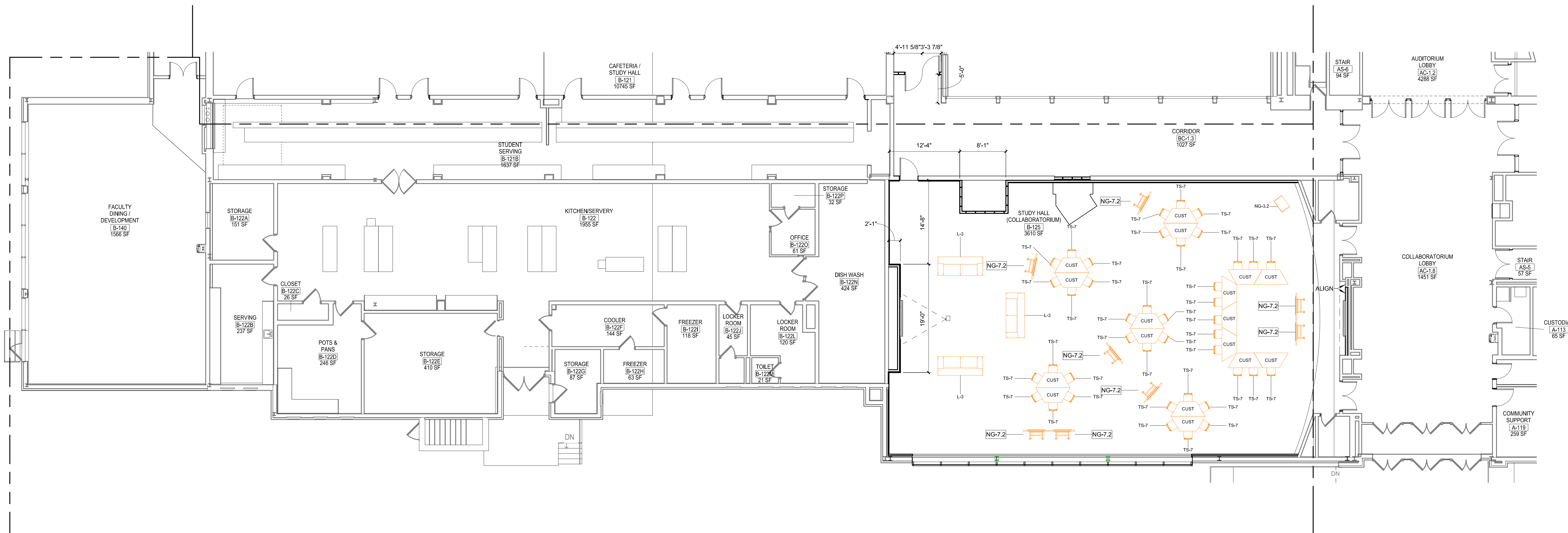
2170 Whitehaven Road  
Grand Island, New York 14072  
T: 716.773.6800  
F: 716.773.5909

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17 Perkins Street  
Rochester, NY 14607  
(585)442.8550

**Popli Design Group**  
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Penfield, NY 14526  
(585)388.2060

**Watts Architecture & Engineering**  
95 Perry Street  
Buffalo, NY 14203  
(716)206.5100

**The LA Group**  
330 East State Street  
Ithaca, NY 14850  
(607)277.4004

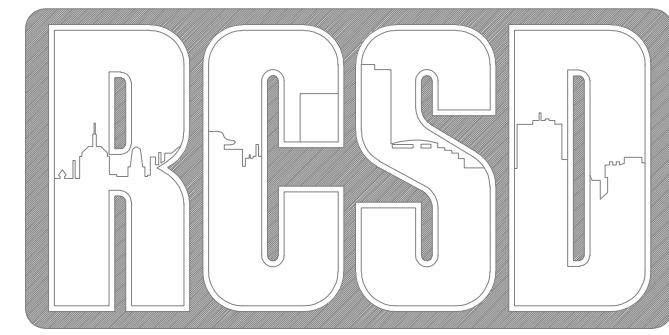


Drawing Title:

**LEVEL 01 FURNITURE  
PLAN - AREA B2 - FOR  
REFERENCE ONLY**

Project No.: 004827.00 Checked by: Checker

**ID0101B2**



### Phase 2a Reconstruction

SED Control Number  
26-16-00-01-0-103-035

**East School #261**  
1801 East Main Street  
Rochester, New York 14609



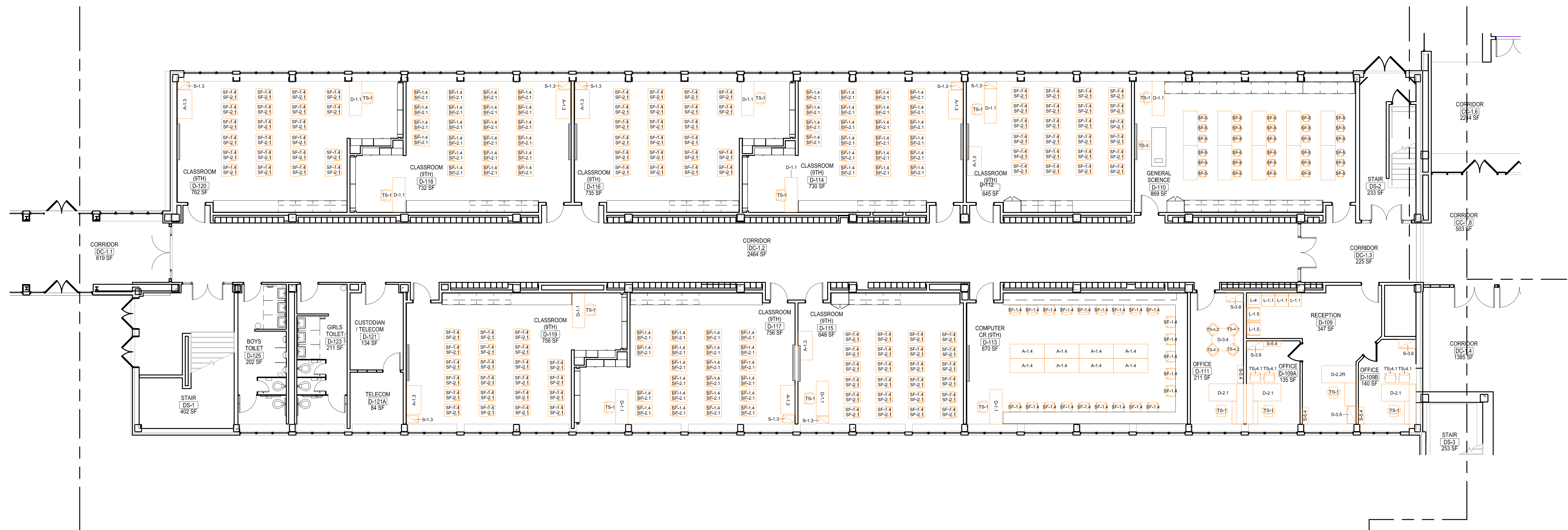
2170 Whitehaven Road  
Grand Island, New York 14072  
T: 716.773.6800  
F: 716.773.5909

Architector PC  
17 Perkins Street  
Rochester, NY 14607  
(585)442.8550

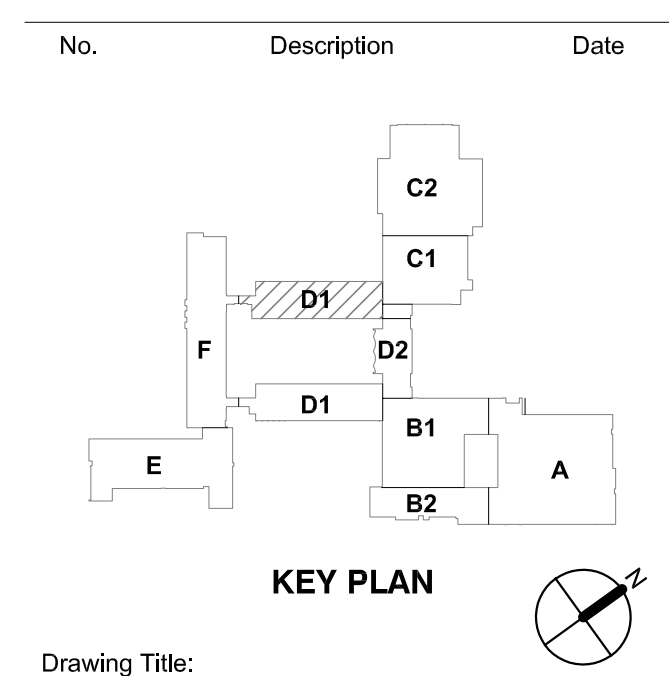
Popli Design Group  
555 Pembroke Drive  
Penfield, NY 14526  
(585)388.2060

Watts Architecture & Engineering  
95 Perry Street  
Buffalo, NY 14203  
(716)206.5100

The LA Group  
330 East State Street  
Ithaca, NY 14850  
(607)277.4004



1 LEVEL 01 PLAN - AREA D1 NW  
1/8" = 1'-0"

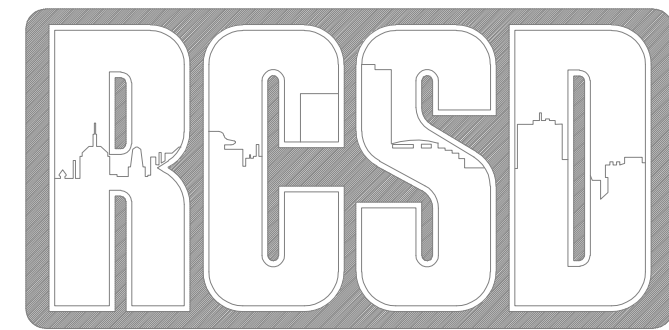


LEVEL 01 FURNITURE  
PLAN - AREA D1 NW - FOR  
REFERENCE ONLY

Project No.: 004827.00 Checked by: Checker

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**Phase 2a  
Reconstruction**

SED Control Number  
26-16-00-01-0-103-035

**East School #261**  
1801 East Main Street  
Rochester, New York 14609



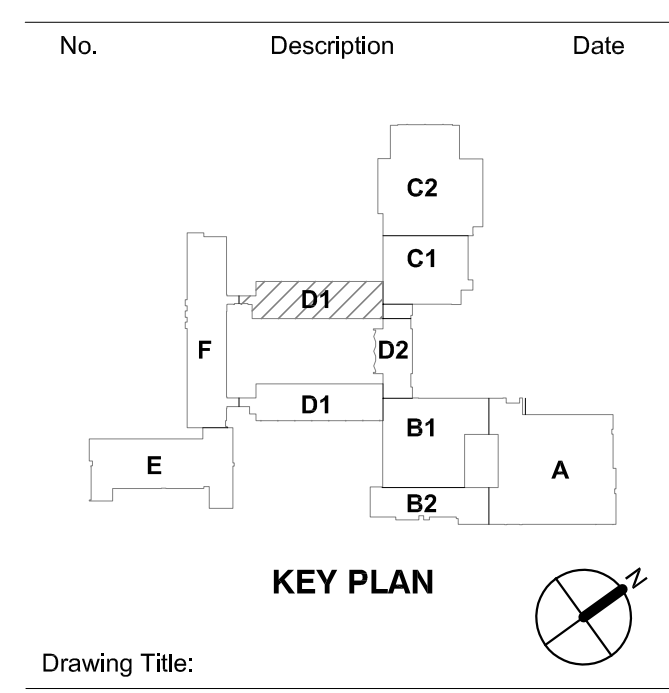
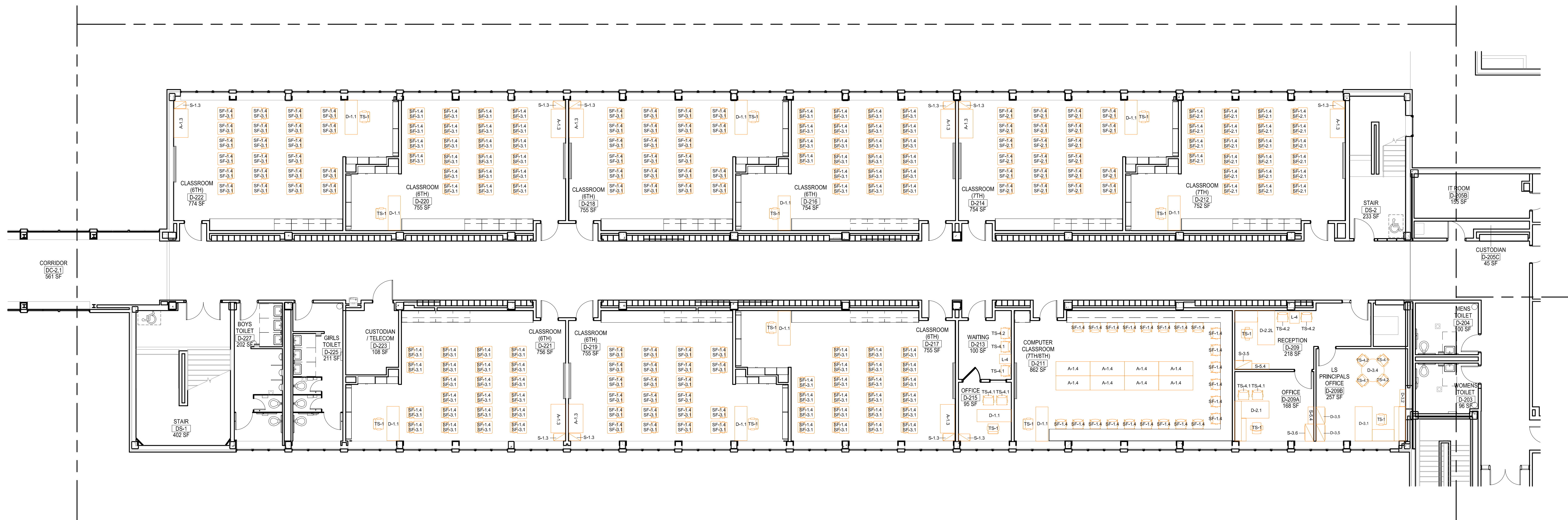
2170 Whitehaven Road  
Grand Island, New York 14072  
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F: 716.773.5909

**Architectura PC**  
17 Pitkin Street  
Rochester, NY 14607  
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**Popli Design Group**  
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(585)388.2060

**Watts Architecture & Engineering**  
95 Perry Street  
Buffalo, NY 14203  
(716)206.5100

**The LA Group**  
330 East State Street  
Ithaca, NY 14850  
(607)277.4004

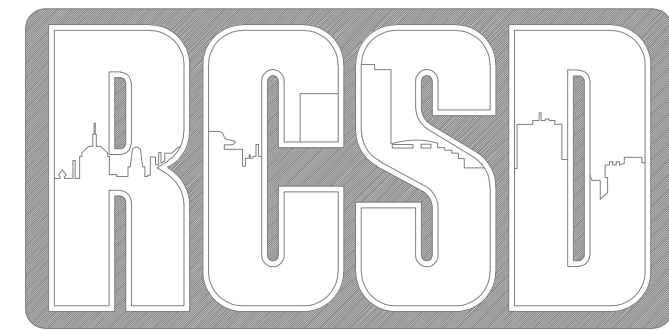


**1** LEVEL 02 PLAN - AREA D1 NW  
1/8" = 1'-0"

**LEVEL 02 FURNITURE  
PLAN - AREA D1 NW - FOR  
REFERENCE ONLY**

Project No.: 004827.00 Checked by: Checker

**ID0102D1**



### Phase 2a Reconstruction

SED Control Number  
26-16-00-01-0-103-035

**East School #261**  
1801 East Main Street  
Rochester, New York 14609



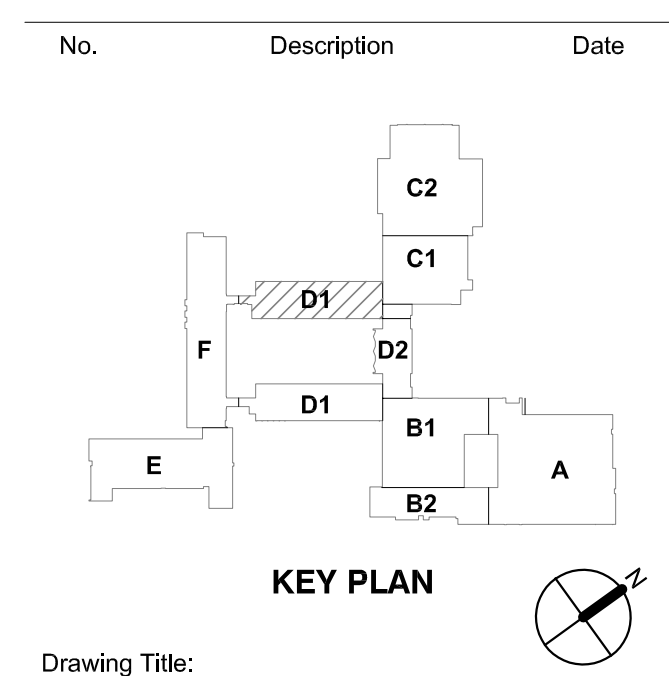
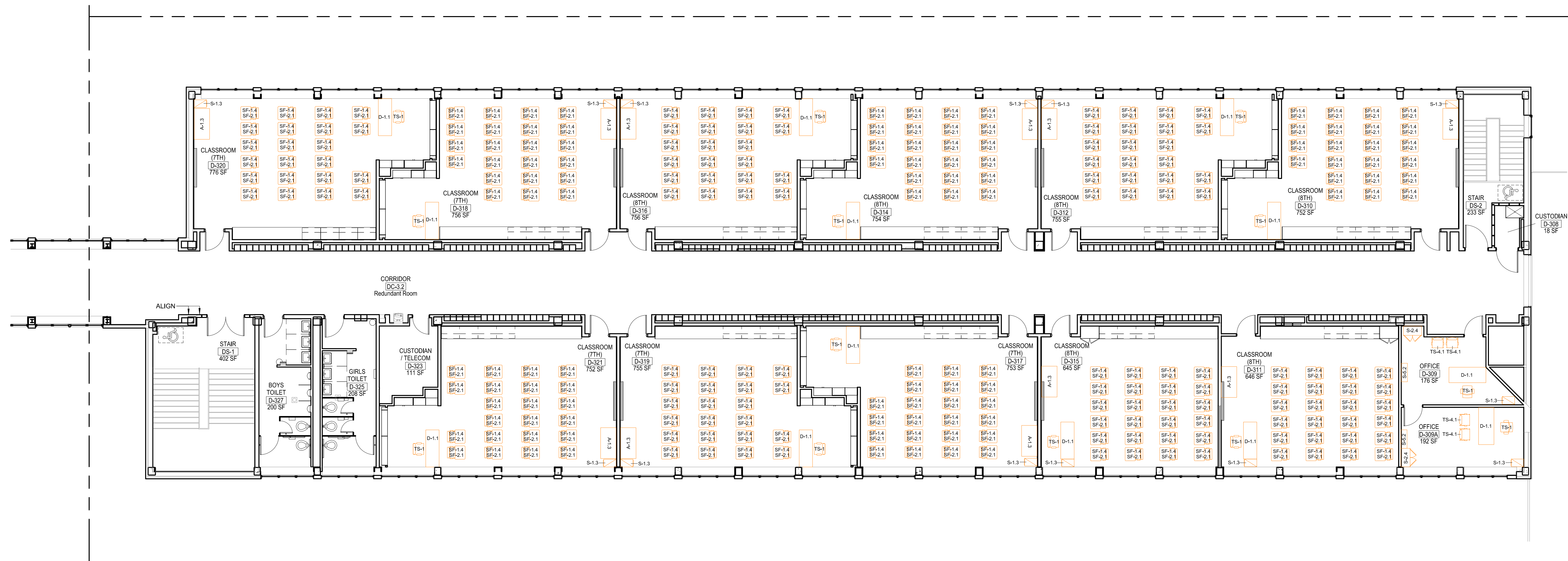
2170 Whitehaven Road  
Grand Island, New York 14072  
T: 716.773.6800  
F: 716.773.5909

Architectura PC  
17 Perkins Street  
Rochester, NY 14607  
(585)442.8550

Popli Design Group  
555 Pembroke Drive  
Penfield, NY 14526  
(585)388.2060

Watts Architecture & Engineering  
95 Perry Street  
Buffalo, NY 14203  
(716)206.5100

The LA Group  
330 East State Street  
Ithaca, NY 14850  
(607)277.4004

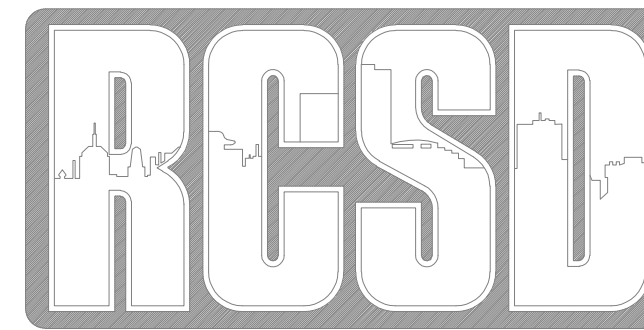


**1** LEVEL 03 PLAN - AREA D1 NW  
1/8" = 1'-0"

**LEVEL 03 FURNITURE  
PLAN - AREA D1 NW - FOR  
REFERENCE ONLY**

Project No.: 004827.00 Checked by: Checker

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**Phase 2a  
Reconstruction**

SED Control Number  
26-16-00-01-0-103-035

**East School #261**  
1801 East Main Street  
Rochester, New York 14609

**CANNONDESIGN**

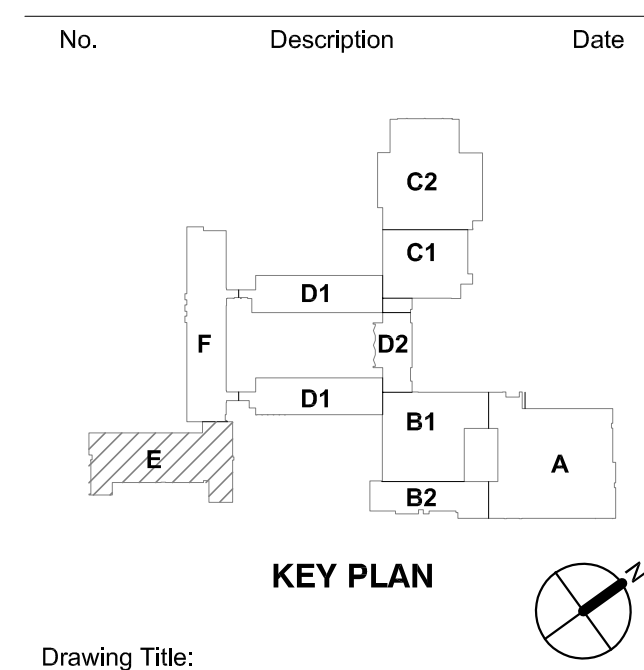
2170 Whitehaven Road  
Grand Island, New York 14072  
T: 716.773.6800  
F: 716.773.5909

Architectura PC  
17 Pinks Street  
Rochester, NY 14607  
(585)442.8550

Popli Design Group  
555 Penbrooke Drive  
Penfield, NY 14526  
(585)388.2060

Watts Architecture & Engineering  
95 Perry Street  
Buffalo, NY 14203  
(716)206.5100

The LA Group  
330 East State Street  
Ithaca, NY 14850  
(607)277.4004



**LEVEL 01 FURNITURE  
PLAN - AREA E - FOR  
REFERENCE ONLY**

Project No.: 004827.00 Checked by: Checker

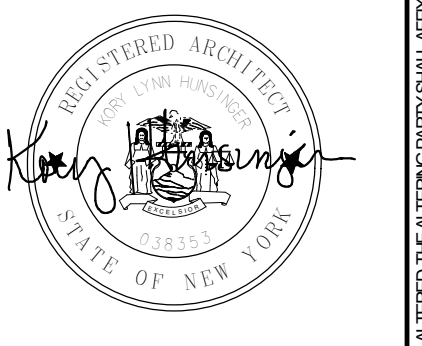
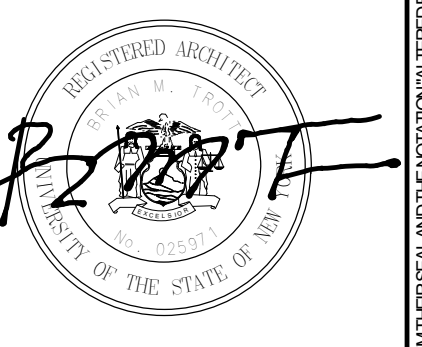
**ID0101E**

**1 LEVEL 01 PLAN - AREA E**  
1/8" = 1'-0"



**Clark Patterson Lee**  
 ARCHITECTURE | ENGINEERING | PLANNING  
 205 St. Paul Street, Suite 500  
 Rochester, New York, 14604  
 Tel: (800) 274-9000  
 Fax: (585) 454-7618  
 www.clarkpatterson.com

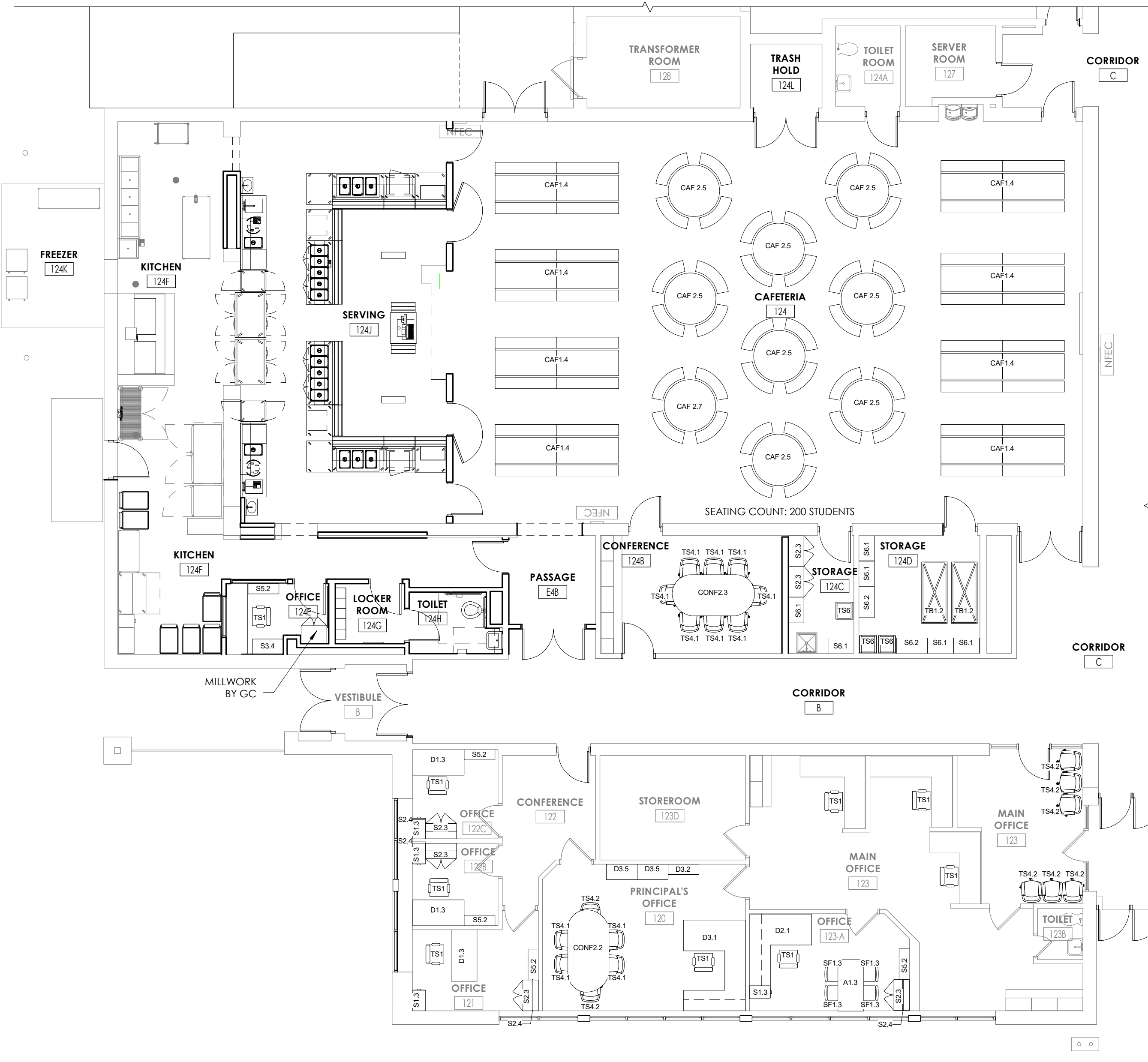
NO.	DATE	BY	CHKD	DESCRIPTION



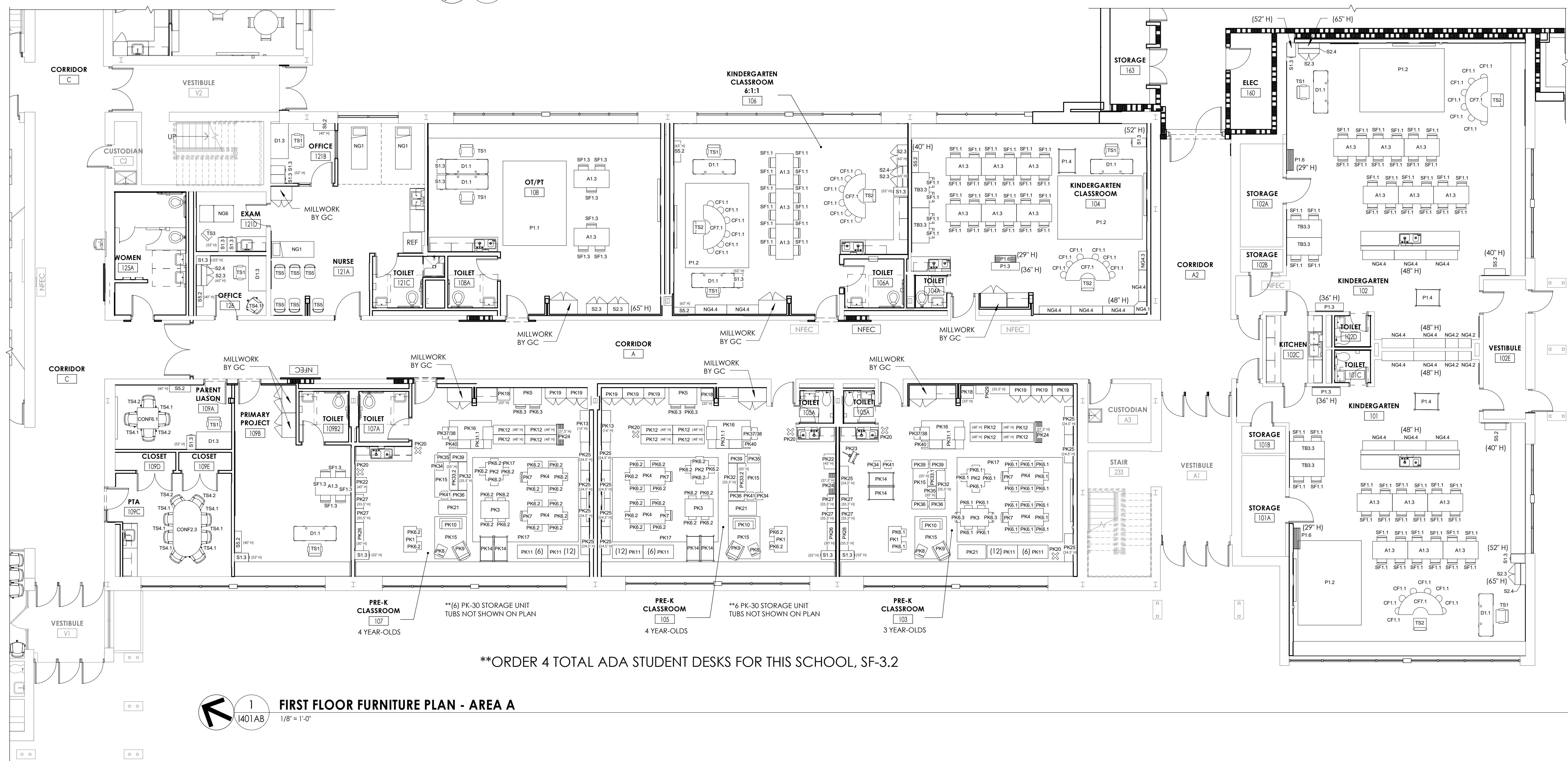
ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD  
 ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE 2C  
 CLARA BARTON SCHOOL NO. 2  
 190 REYNOLDS STREET  
 ROCHESTER, NEW YORK 14608  
 SED NO. 26-16-00-01-002-020

DATE	02/26/18	DRAWN	RMH	CHECKED	KLH
SCALE	As indicated				
SHEET TITLE	FIRST FLOOR FURNITURE PLAN - AREAS A & B				

PROJECT NUMBER	14155.00
DRAWING NUMBER	02 1401AB

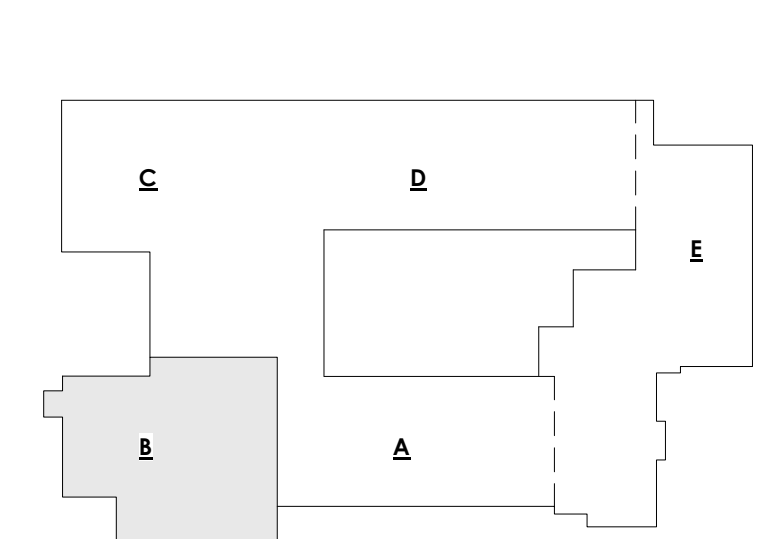


**2 FIRST FLOOR FURNITURE PLAN - AREA B**  
 1/8" = 1'-0"

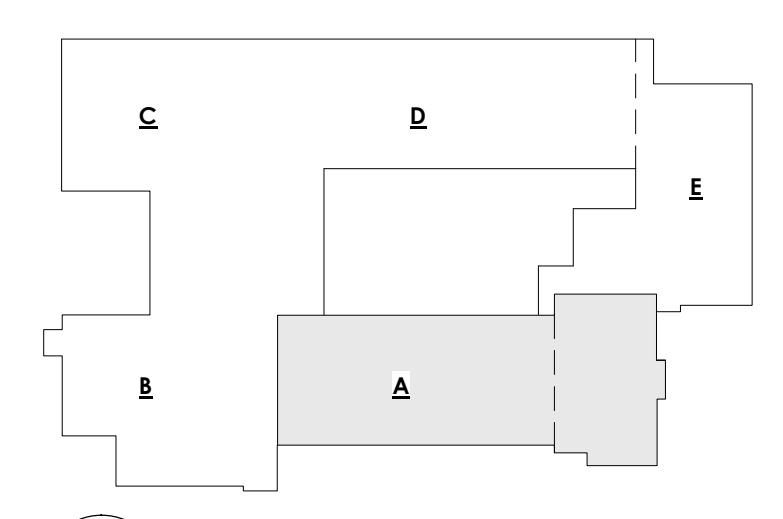


**1 FIRST FLOOR FURNITURE PLAN - AREA A**  
 1/8" = 1'-0"

\*\*ORDER 4 TOTAL ADA STUDENT DESKS FOR THIS SCHOOL, SF-3.2



**KEY PLAN AREA B**  
 NTS



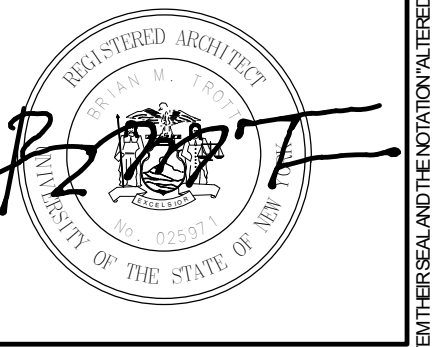
**KEY PLAN AREA A**  
 NTS





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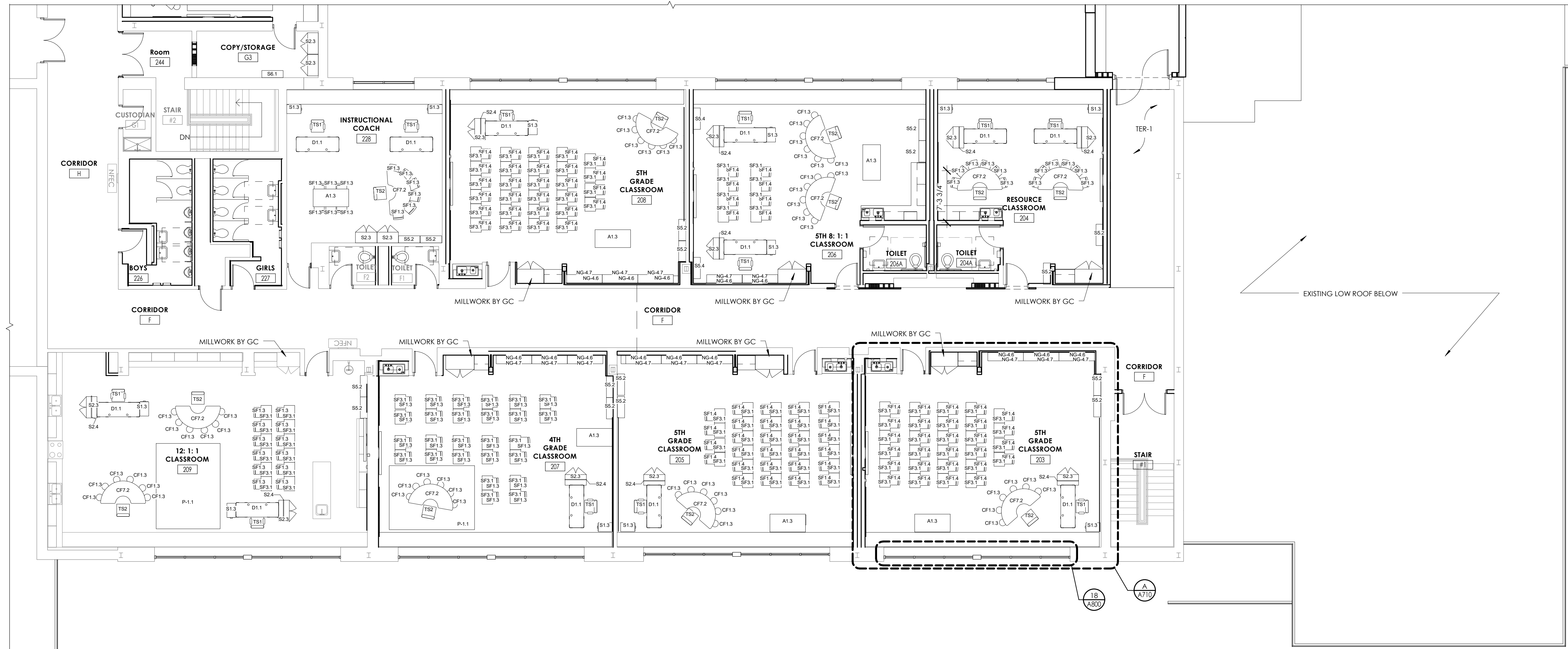
NO.	DATE	BY	CHKD	DESCRIPTION



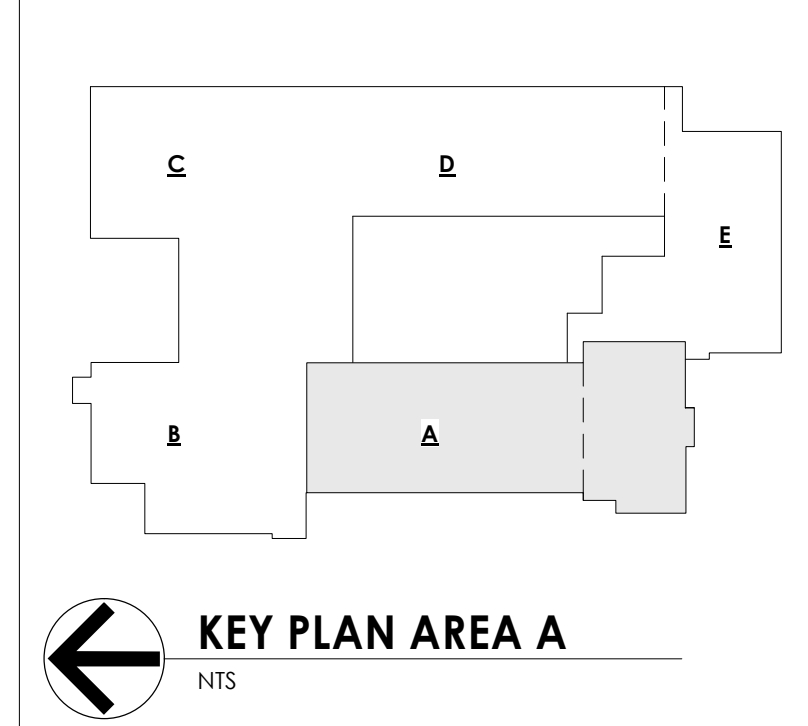
ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD  
 ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE 2C  
 CLARA BARTON SCHOOL NO. 2  
 170 REYNOLDS STREET  
 ROCHESTER, NEW YORK 14608  
 SED NO. 26-16-00-14-002-020

DATE	02/26/18	DRAWN	RMH	CHECKED	KLH
SCALE	As indicated				
SHEET TITLE	SECOND FLOOR FURNITURE PLAN - AREA A				

PROJECT NUMBER	14155.00
DRAWING NUMBER	02 1402A



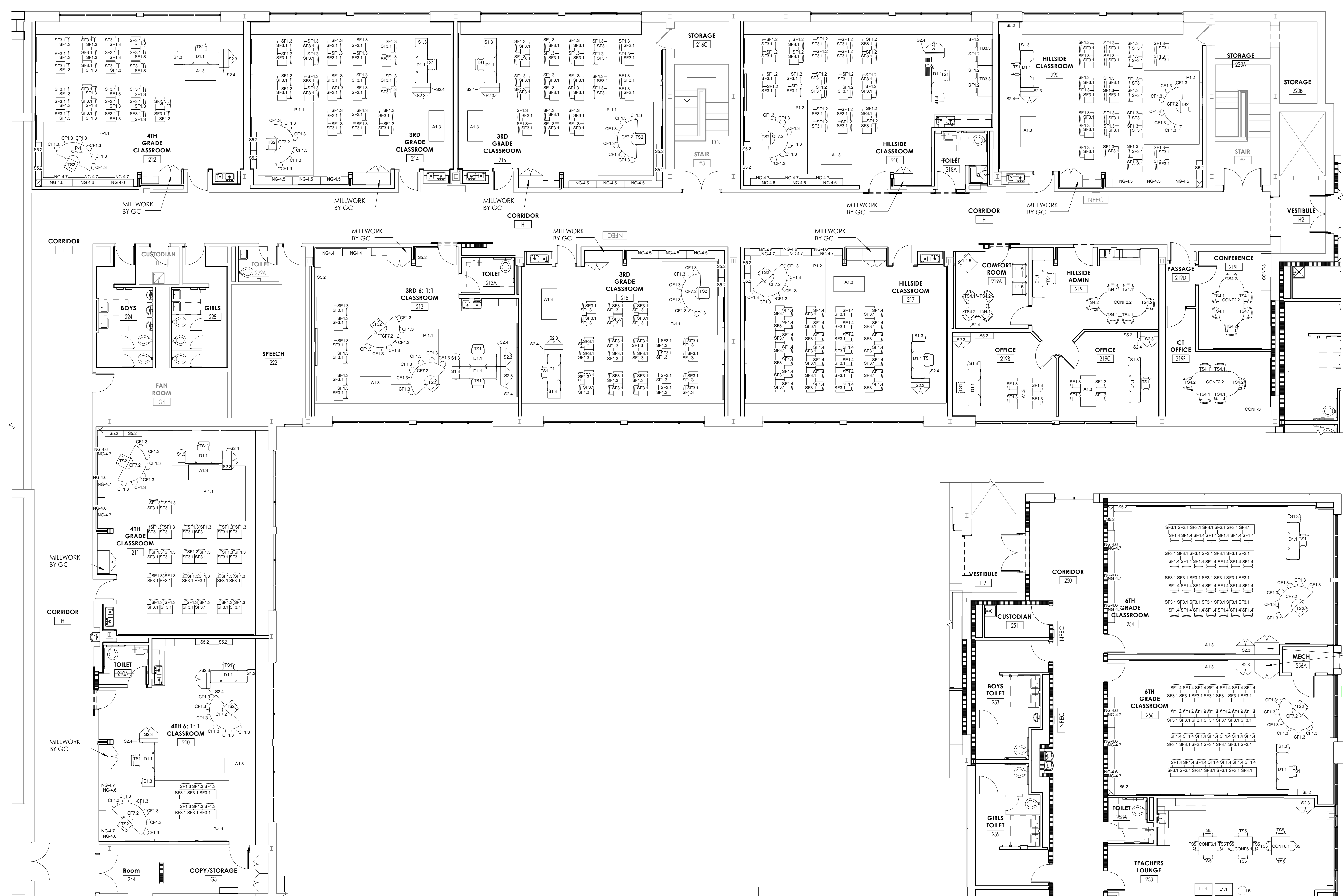
**1 SECOND FLOOR FURNITURE PLAN - AREA A**  
 1/8" = 1'-0"



1/17/2018 10:10:17 AM

C:\Users\Wadehen\Documents\14155\_ARC\02\_ARC\1402A

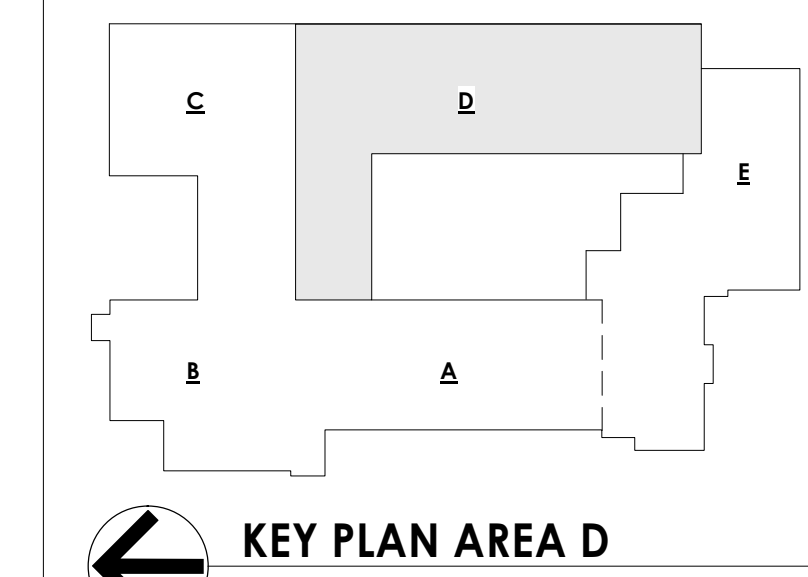
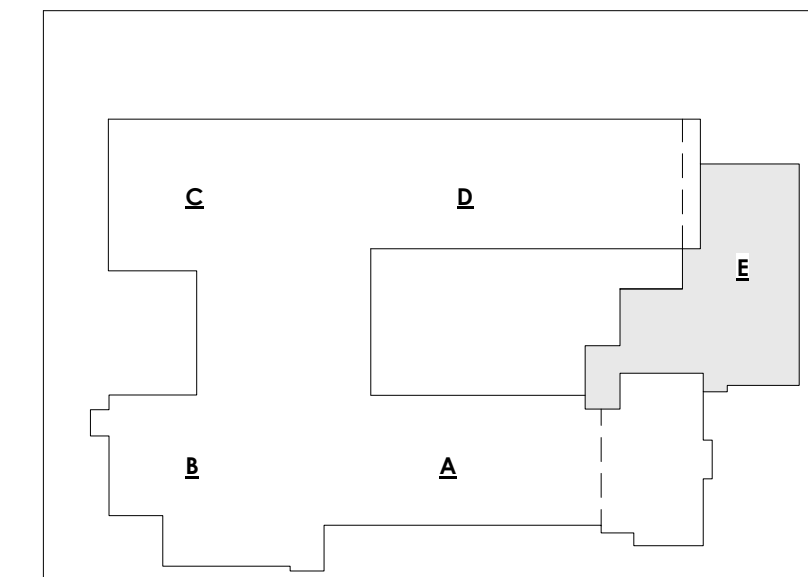




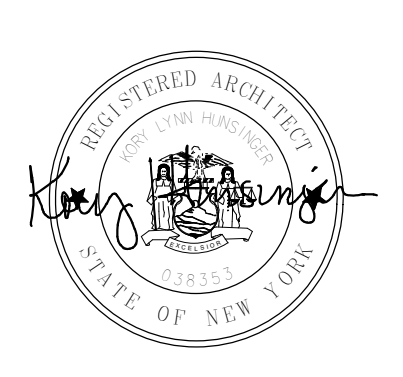
**1 SECOND FLOOR FURNITURE PLAN - AREA D**  
 1/8" = 1'-0"

"NOTE: DIMENSIONS SHOW SEAM LOCATIONS IN 3FORM MATERIAL"  
 CORRIDOR 230  
 OPEN TO BELOW

**2 SECOND FLOOR FURNITURE PLAN - AREA E**  
 1/8" = 1'-0"

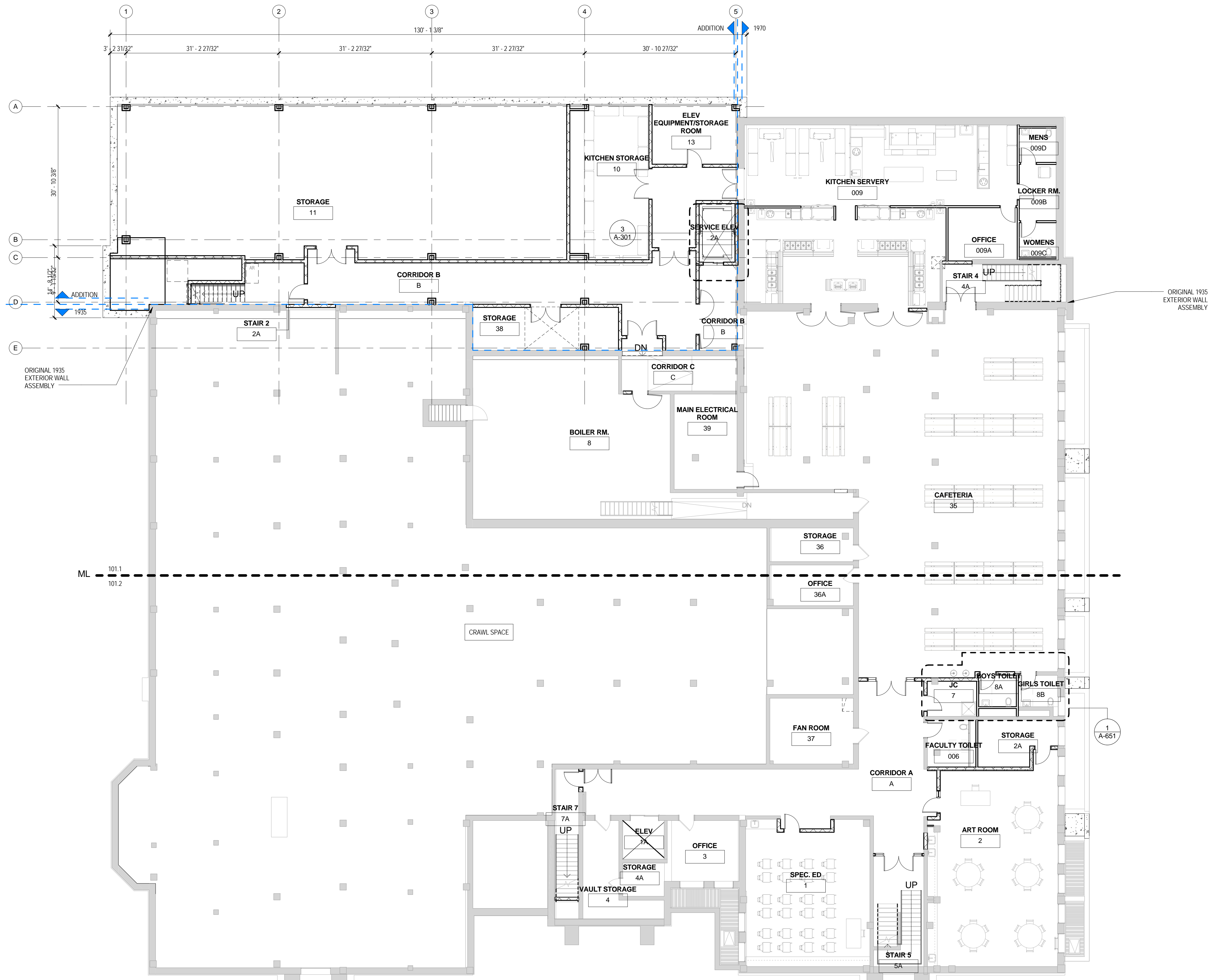


NO.	DATE	BY	CHKD	DESCRIPTION



ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD  
 ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE 2C  
 CLARA BARTON SCHOOL NO. 2  
 170 REYNOLDS STREET  
 ROCHESTER, NEW YORK 14608  
 SED NO. 26-16-00-01-002-020

DATE	DRAWN	CHECKED
02/26/18	RMH	KLH
SCALE	As indicated	
SHEET TITLE	SECOND FLOOR FURNITURE PLAN - AREAS D & E	
PROJECT NUMBER	14155.00	
DRAWING NUMBER	02 1402DE	

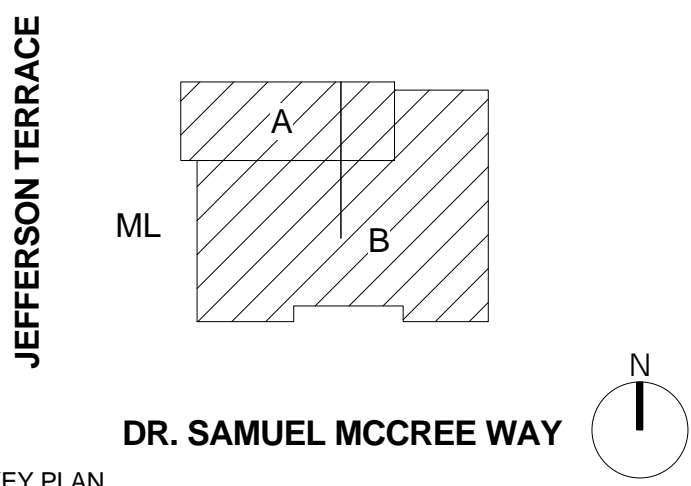


**PLAN NOTES**

- REFER TO A600 FOR FINISH
- A800 FOR PARTITION ASSEMBLY.
- A250's FOR RCP.



**PROGRESS SET  
NOT FOR CONSTRUCTION**



ROCHESTER SCHOOLS  
MODERNIZATION PROGRAM  
GEORGE MATHER FORBES SCHOOL NO. 4

GEORGE M. FORBES - PHASE 2C  
SED # 26-16-00-01-0-004-024  
DWT # 26-16-00-01-7-999-020  
198 Dr Samuel McCree Way,  
Rochester, NY 14611

REV. #	DESCRIPTION	DATE

JOB NO.	1711
SCALE	As indicated
ISSUE DATE	12/22/17
DRAWN BY	CJS
CHECKED BY	CJS

THIS IS A SINGLE SHEET OF A COHESIVE SET OF CONSTRUCTION DOCUMENTS (INCLUDING DRAWINGS AND SPECIFICATIONS). INTERPRETATION OF THE INFORMATION AS PRESENTED SHOULD BE BASED ON THE ENTIRE SET OF DOCUMENTS.

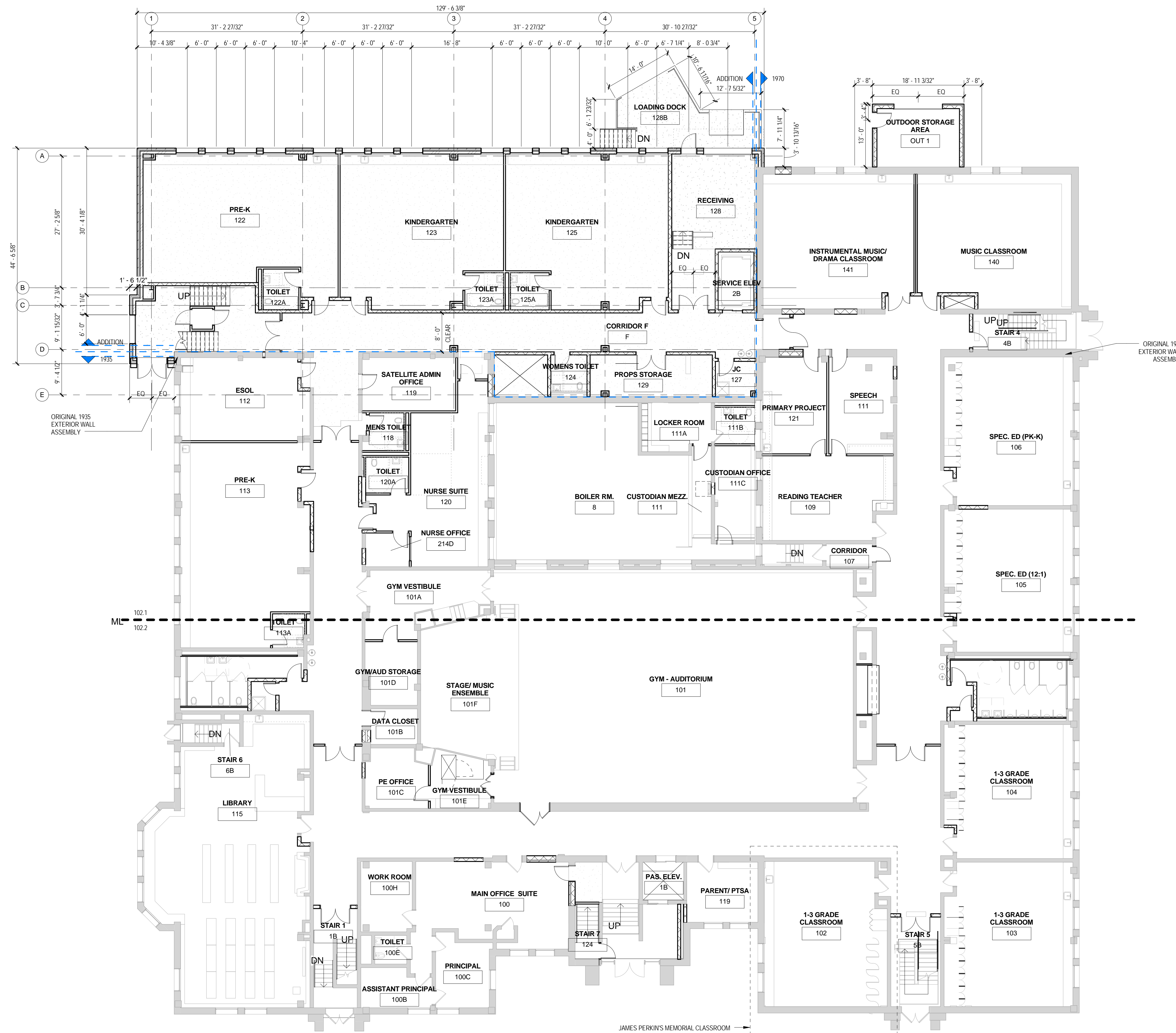
DRAWING TITLE

**KEYPLAN-BASEMENT**

**A-101**

ISSUED FOR DESIGN DEVELOPMENT

**1 A101-KEYPLAN- BASEMENT LEVEL**  
3/32" = 1'-0"



1 FIRST FLOOR PLAN  
A-102 / 3/32" = 1'-0"

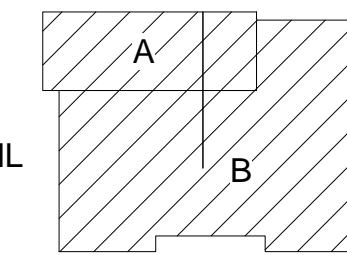


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**PROGRESS SET  
NOT FOR CONSTRUCTION**

JEFFERSON TERRACE  
ML



DR. SAMUEL MCCREE WAY

KEY PLAN

ROCHESTER SCHOOLS  
MODERNIZATION PROGRAM  
GEORGE MATHER FORBES SCHOOL NO. 4

GEORGE M. FORBES - PHASE 2C

SED # 26-16-00-01-0-004-024  
DWT # 26-16-00-01-7-999-020

198 Dr Samuel McCree Way,  
Rochester, NY 14611

REV. #	DESCRIPTION	DATE

JOB NO.	1711
SCALE	3/32" = 1'-0"
ISSUE DATE	12/22/17
DRAWN BY	Author
CHECKED BY	Checker

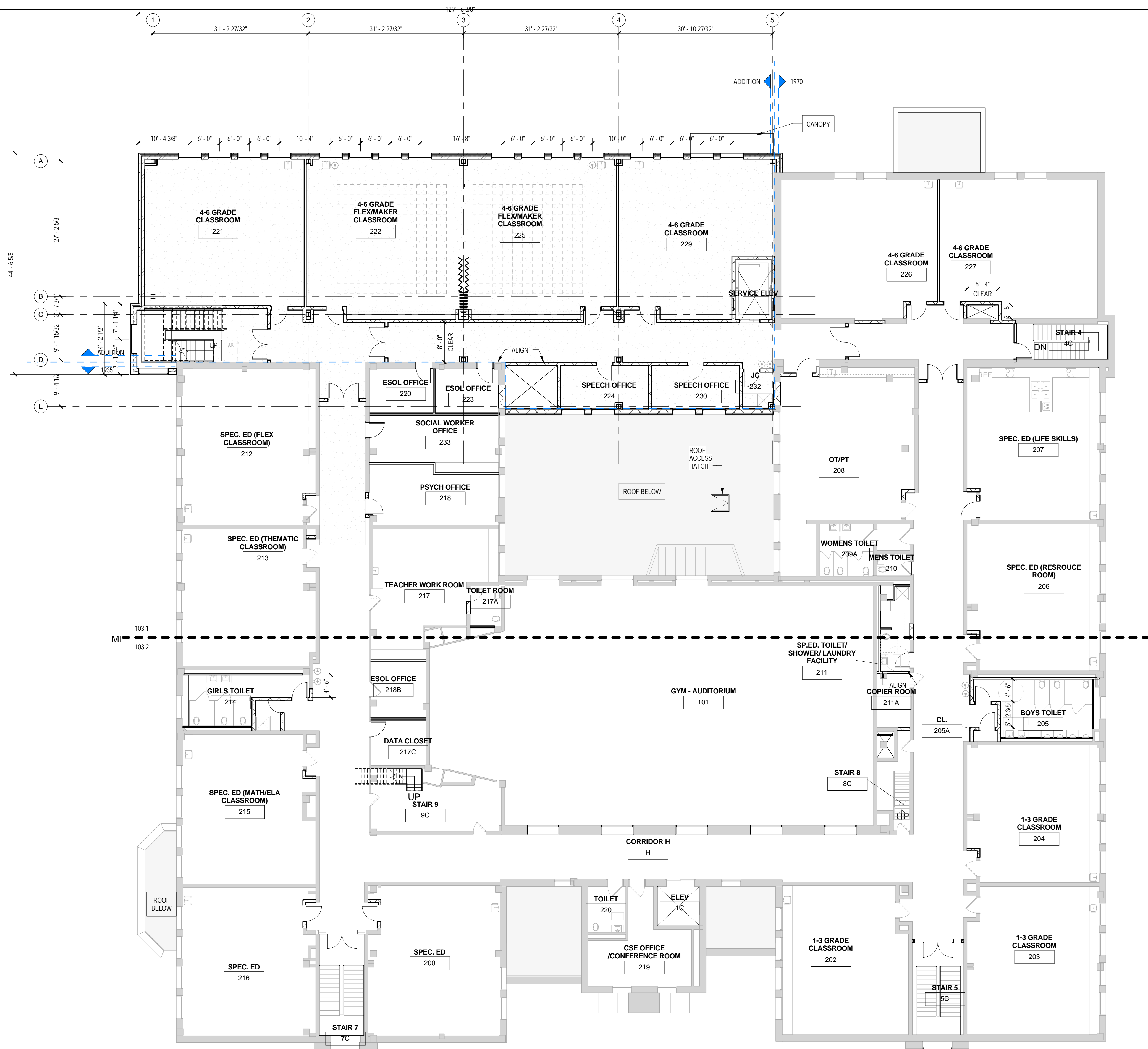
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DRAWING TITLE

**KEY PLAN-FIRST  
FLOOR**

**A-102**

ISSUED FOR DESIGN DEVELOPMENT

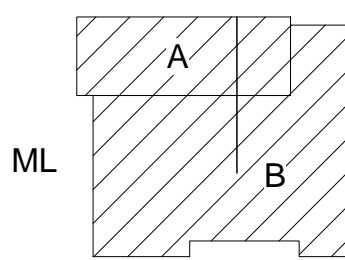


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**PROGRESS SET  
NOT FOR CONSTRUCTION**

JEFFERSON TERRACE  
ML



DR. SAMUEL MCCREE WAY

KEY PLAN

ROCHESTER SCHOOLS  
MODERNIZATION PROGRAM  
GEORGE MATHER FORBES SCHOOL NO. 4

GEORGE M. FORBES - PHASE 2C

SED # 26-16-00-01-0-004-024  
DWT # 26-16-00-01-7-999-020

198 Dr Samuel McCree Way,  
Rochester, NY 14611

REV. #	DESCRIPTION	DATE
--------	-------------	------

JOB NO.	1711
SCALE	3/32" = 1'-0"
ISSUE DATE	12/22/17
DRAWN BY	Author
CHECKED BY	Checker

THIS IS A SINGLE SHEET OF A COHESIVE SET OF CONSTRUCTION DOCUMENTS (INCLUDING DRAWINGS AND SPECIFICATIONS). INTERPRETATION OF THE INFORMATION AS PRESENTED SHOULD BE BASED ON THE ENTIRE SET OF DOCUMENTS.

DRAWING TITLE

**KEYPLAN-  
SECOND FLOOR**

1 SECOND FLOOR KEY PLAN  
A-103 3/32" = 1'-0"

**A-103**

ISSUED FOR DESIGN DEVELOPMENT

## **APPENDIX B**

## **BID SUBMITTAL CHECKLIST**

### **Bid for Rochester School Modernization Program (RSMP) of the Rochester Joint Schools Construction Board (RJSCB)**

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

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

#### **One (1) original, three (3) hard copies and (1) electronic copy of the following:**

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

**Certificates of insurance to be furnished before commencement of Work must be provided in the time period stated therein.**

## **APPENDIX C**

### BID FORM SUMMARY SHEET

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

Requests for Unit Pricing			Regular	Overtime	Holiday	Unit Price/Hourly Rate Written Out in Words
	Cleaning	Unit Price (ea.)/Hrly				
	Windows	Unit Price (ea.)/Hrly				
	Floors	Unit Price (ea.)/Hrly				
	Dusting	Unit Price (ea.)/Hrly				
	Trash removal	Unit Price (ea.)/Hrly				
	Light Ground Maintenance	Unit Price (ea.)/Hrly				

**Hourly rate must include materials/supplies**

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

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

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

\*Bid is not to exceed value

\*\*Hourly rate must include materials/supplies



## **APPENDIX D**

**STATEMENT OF NON-COLLUSION IN BIDDING**

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

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

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

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

\_\_\_\_\_  
ADDRESS

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

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

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

\_\_\_\_\_  
DATE

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

## **APPENDIX E**

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

**Background:**

State Finance Law §139-j (6) (b) provides that every Governmental Entity (including, voluntarily, the Rochester Joint Schools Construction Board, the "Board") shall seek written affirmations from all Offerers as to the Offerer's understanding of an agreement to comply with the Board's procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law §139-j(3).

**Instructions:**

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

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

BY

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

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

\_\_\_\_\_  
ADDRESS

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

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

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

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

## **APPENDIX F**

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

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

BY:

_____ LEGAL NAME OF FIRM OR CORPORATION	_____ AUTHORIZED SIGNATURE
_____ SOCIAL SECURITY OR TAX ID NUMBER	_____ TYPED NAME OF AUTHORIZED SIGNATURE/TITLE
_____ CITY, STATE, ZIP CODE	_____ TELEPHONE

Date: \_\_\_\_\_, 201\_\_

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

## **APPENDIX G**

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

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

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

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

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

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

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

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

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

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

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

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

6. If yes, please provide details below:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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



## **APPENDIX H**

**STATEMENT OF BIDDER QUALIFICATIONS**

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

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

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

Yes      No

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

Names	Names
_____	_____
_____	_____
_____	_____

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

Yes      No

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

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

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

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

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

Yes      No

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

Violation	Remediation
_____	_____
_____	_____
_____	_____

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

Yes      No

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

Name	Claim	Status	Disposition

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

Yes      No

Lawsuit	Index Number	Disposition

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

Yes      No

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

Proceeding	Project	Disposition

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

Yes      No

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

Violation	Remediation

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

Yes      No

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

Proceeding	Project	Disposition

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

Yes      No

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

Name	Charge	Disposition

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

Yes No

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

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

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

Yes No

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

Project Bid	Start Date	Low Bidder
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Yes No

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

Project	Construction Cost	Percent Complete	Completion Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Yes No

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

Project Bid	Reason	Date

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

Yes          No

**SWORN STATEMENT OF BIDDER:**

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

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

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

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

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

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 2013

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

## **APPENDIX I**



## **DIVERSITY PROGRAM (“DP”) FORMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This EBE is currently certified as a MBE, WBE, DBE, or SBE in the above-indicated performance category. **As evidence of this fact, attached is a certification letter from the appropriate certifying authority confirming the current MBE, WBE, DBE, or SBE status in the applicable performance category. Failure to include said certification letter(s) to the satisfaction of the ICO is grounds for rejection of the proposed EBE.** Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall immediately resubmit the necessary revised forms to the attention of the ICO for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the ICO and award and execution of a contract with the RJSCB to the bidder.

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

For RJSCB Use Only

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

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

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

1. *Project:* - name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_:* indicate the monthly period reporting on, i.e. SEP 2016. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting contractor Name/Address/Phone No./Fax No. –* name/address/phone/fax of reporting entity.
- 4a. *Reporting contractor is a ( )1<sup>st</sup> Tier -or- ( ) Lower Tier contractor:* the reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1<sup>st</sup> tier Project contract. If you are a first tier contractor leave blank or indicate N/A.
5. *Construction Trade Class. –* indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
6. (a) *Total All Hours by M (Male) F (Female) –* under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.  
(b – e) *Minority Hours by Trade M (Male) F (Female) –* under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
7. *Minority % of Total Hours – the percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie  $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$ .*
8. *Female % of Total Hours – the percentage of total female hours of all hours worked, the total number reported in 6a.F divided by the sum of total numbers reported in 6a. M and 6a.F. Only one figure for each trade classification. ie  $(6a.F / (6a.M + 6a.F))$*

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

*DP-3 Instructions, page 2:*

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

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

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

<b>MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP</b>													<b>ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE II</b>									
1. Project:													2. Reporting Period: ____/____/____ - ____/____/____									
3. Reporting Contractor Name / Address / Phone No. / Fax No.  No Work Performed ( )													4a. Reporting Contractor is a ( ) 1st Tier - or - ( ) Lower Tier Contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:									
Project Goals : Minority - 22% Women - 8%																						
5. POSITION	EMPLOYEE	City of Rochester Resident (Y/ N)	6a. Total All Hours by Service		6b. Caucasian (Hours)		6c. Black not of Hispanic Origin (Hours)		6d. Hispanic (Hours)		6e. Asian or Pacific Islander (Hours)		6f. American Indian or Alaskan Native (Hours)		7. Minority (Male & Female) % of Total Hours	8. Female (Caucasian Only) % of Total Hours	9. Total Number of Employees		10. Total Number of Caucasian Employees		11. Total Number of Minority Employees	
			M	F	M	F	M	F	M	F	M	F	M	F			M	F	M	F	M	F
Grand Total			0	0	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0	0
Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted project site during the above noted month.																						
11. Reporting Company Official's Printed Name and Title													12. Reporting Company Official's Signature				13. Date Signed		14. Page			
													_____						__1__ of __1__			

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

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

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

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

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

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

END OF INSTRUCTIONS FOR COMPLETION



**DP-3A**  
**MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT**  
**Rochester Schools Modernization Program Phase II**

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

<b>Project Name:</b> _____ <b>Contract No.:</b> _____ <b>Contractor Name:</b> _____ <b>Address:</b> _____ <b>Phone No.:</b> _____ <b>Fax No.:</b> _____	<b>Original Contract:</b> _____ <b>Change Orders to Date:</b> _____ <b>Current Contract:</b> \$ _____ - <b>MBE % of Current Contract:</b> _____ <b>WBE % of Current Contract:</b> _____ <b>DBE % of Current Contract:</b> _____ <b>SBE % of Current Contract:</b> _____
--	---

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

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

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



**PROMISE OF NON-DISCRIMINATION**

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
(Authorized Company Representative  
Signature)

**EBE ASSURANCE STATEMENT**

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

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

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

**Representation of EBE Status**

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

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

\_\_\_\_\_

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

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

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

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

**Work to be performed:**

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

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

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

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

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

**Contractor/Bidder acknowledgement:**

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

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

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

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

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

### GOOD FAITH EFFORTS CHECKLIST

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

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

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

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

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

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

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

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

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

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

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

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

(GOOD FAITH EFFORTS CHECKLIST, page 2):

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

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

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

Please note all categories of ownership that apply:

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

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

Please note all categories of ownership that apply:

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

(GOOD FAITH EFFORTS CHECKLIST continued on following page):

(GOOD FAITH EFFORTS CHECKLIST, page 3):

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

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

Please note all categories of ownership that apply:

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

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

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

Please note all categories of ownership that apply:

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

END OF GOOD FAITH EFFORTS CHECKLIST

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

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

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

(Please check box if applicable)

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

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

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

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

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

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

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

- Less than \$1,000,000.000; or
- Between \$1,000,000.000 and \$2,000,000.00; or
- Greater than \$2,000,000.00.

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

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

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

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

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

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

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

_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

## **APPENDIX J**



## ROCHESTER JOINT SCHOOL CONSTRUCTION BOARD - Purchase Order

<u>Purchase Order Number</u>				Date:	
M-2C-00xx					
<u>SUPPLIER/CLEANER:</u>			<u>BUYER/OWNER:</u>		
Name		Name	Rochester Joint Schools Construction Board		
Attn:		Attn:	c/o Christine Vargas, Vargas Associates		
Address		Address	70 Carlson Road		
City		City	Rochester		
State		State	New York		
Zip		Zip	14610		
Phone		Phone	585-730-8260		
Fax		Fax			
Email		Email	christine.vargas@vargasassociates.com		
<b>Term of PO:</b>	<b>Product/Service:</b>	<b>Quantity:</b>	<b>Price:</b>	<b>Tax [(Unless otherwise specified, Buyer is exempt from applicable sale and use tax)]</b>	<b>Bid/Contract Reference:</b>
<b>Commences:</b> <b>Expires:</b>	Provide cleaning services for the schools and locations noted on this Purchase Order.	Lump Sum (not to exceed)	\$		PHASE 2C/2D Per the Cleaning Bid dated 5/8/19, Bids received on 5/22/19
<b>Shipping Method:</b>	<b>Place of Delivery:</b>	<b>Date of Cleaning Services:</b>	<b>Other Specifications:</b>		
NA	<b>Services will be provided to the following schools:</b> <ul style="list-style-type: none"> <li>• Abraham Lincoln School No. 22</li> <li>• East School</li> <li>• Clara Barton School No. 2</li> <li>• George Mather Forbes School No.4</li> </ul>	To be finalized by RSMP Program Manager and/or Head Custodian			
<b>Supplier/Mover:</b>		<b>Owner:</b>			
<b>By:</b>		<b>By:</b>			
<b>Dated</b>		<b>Dated</b>			

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

## TERMS AND CONDITIONS OF PURCHASE ORDER

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

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

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

Buyer’s receiving site specified on the face of this Purchase Order, unless modified by Owner prior to performance.

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

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

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

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

8. **Insurance Requirements and Certificate of Insurance.** Supplier agrees that prior to the delivery of any Products or

completion of any Service, Supplier and all of its subcontractors involved in providing any Products or Services hereunder will obtain the following minimum insurance coverages:

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

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

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

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

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

Supplier and its subcontractors shall maintain such insurance, at their own cost and expense, throughout the term of this Purchase Order. Supplier shall provide Buyer with certificates of insurance evidencing such insurance for itself and its subcontractors prior to the start of work. The above insurance must be purchased from insurers licensed, admitted, and authorized to write insurance in New York State (or such other place as Work is performed) and is A.M. Best Rated “A-” or “Better.” Each of the following shall be named as **Additional Insureds on a Primary and Non-Contributory basis** for such insurance (other than Workers’ Compensation and Employer’s Liability Insurance): the Rochester Joint Schools Construction Board (“RJSCB” or “Owner”); Vargas Associates, Inc. (“Project Manager”); Rochester City School District (“RCSA”); the City of Rochester (“City”); County of Monroe Industrial Development Agency (“COMIDA”); U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project (“Trustee”); Gilbane Building Company and Savin Engineers P.C. (“Program Manager”), (herein, the “Additional Insureds”). All policies shall incorporate a provision requiring the giving of written notice to Buyer at least thirty 30 business days prior to the cancellation, non-renewal or

modification of any such policies. Insurance must be written on an occurrence basis and maintained without interruption from the date of commencement of work until the date of final payment, or such longer period for which any coverage is required.

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

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

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

12. **Compliance with Laws.** Supplier warrants that all Products and Services will be produced or performed in compliance with all applicable local, federal and state laws, rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods (collectively, "**Laws**").

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

14. **Force Majeure.** Notwithstanding anything to the contrary herein, neither party shall be liable for delay or failure in the performance of any of its Contract obligations if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party (event of "force majeure"), including but not limited to fires, floods, explosions, accidents, acts of God, war, riot, terrorism, strike, lockout or other concerted acts of workers, and acts of government; provided, however, that the party claiming that a force majeure event has affected its performance shall give notice to the other party within five (5) days of becoming aware thereof. The party giving such notice shall use its best efforts to eliminate or prevent the cause so as to continue performing its Contract obligations. If an event of force majeure, as described in this Section 14, affects Supplier and lasts for longer than twenty (20) days, Buyer may, in addition to any other remedy available to Buyer herein or at law or equity, terminate this Purchase Order without liability, except for payment for deliveries

made prior to termination and which have been accepted by Buyer.

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

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

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

## **APPENDIX K**

**Janitor, Porter, Cleaners, Elevator Operator 03/01/2019**

**JOB DESCRIPTION** Janitor, Porter, Cleaners, Elevator Operator **DISTRICT 10**

**ENTIRE COUNTIES**

Broome, Cayuga, Chemung, Chenango, Clinton, Cortland, Franklin, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe,

Oneida, Onondaga, Ontario, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins, Wayne, Yates

**WAGES**

Per hour: 07/01/2018

\$ 11.70

New Hire Rate:

First 180 days only 10.70

Regularly scheduled to

clean/strip floors: + 0.25 per hr.

NOTE: Duct Cleaning is broken down into two separate functions:

1. The disassembly, re-assembly and modification of duct, which is covered under Article 8.

2. The actual cleaning of the duct which is covered by Article 9.

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service

employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article

nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage

specified in such local law.

**SUPPLEMENTAL BENEFITS**

Per hour worked (required up to 40 hrs. per week)

Single Part Time \$.14

Family Part Time .27

Single Full Time(up to 180 days) .14

Family Full Time(up to 180 days) .27

Single Full Time(after 180 days) 2.59

Family Full Time(after 180 days) 2.72

Full time is 30 or more regularly scheduled hours in a week.

**ADDITIONAL PER HOUR PAID BENEFIT** - Payment required for all employees who are scheduled to be paid 1000 hours in 12 consecutive

months. If not scheduled 1000 hours but the employee is paid 1000 hours in 12 consecutive months, this additional payment is retroactive to

first hour.

\$.76

Vacation is paid after 1 year of employment. Part-time employees receive vacation pay on pro-rata basis.

1 year of work 1 week of vacation

2 years of work 2 weeks of vacation

3 years of work 2 weeks and 1 day vacation

4 years of work 2 weeks and 2 days vacation

5 years of work 2 weeks and 3 days vacation

6 years of work 2 weeks and 4 days vacation

7 years of work 3 weeks

Sick days are paid after 30 days probationary period.

Full time employees 3 sick days per year

Part time employees 2 sick days per year

2 paid personal days per year.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

**OVERTIME PAY**

See (B, B2, K) on OVERTIME PAGE

Time and one half for all work on Sunday (unless Sunday is a regularly scheduled work day.)

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

PLUS 4 floating holidays

Above Holidays paid after 180 days with employer

Any work on a paid Holiday is paid at time and one half plus the wage for the holiday.

Holidays that fall on the weekends are observed on either Friday or Monday. If required to work the Friday or Monday then pay is time and

one half plus the Holiday pay.

10-200 UNITED

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

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

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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



## **APPENDIX L**

**Proposer's Certification Of Compliance With Iran Divestment Act**

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

*[Please Check One]*

**PROPOSER'S CERTIFICATION**

- By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
  
- I am unable to certify that my name and the name of the proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FULL BUSINESS NAME

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

Notary Public

## **APPENDIX M**

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

**LOCATIONS FOR FINGERPRINTING:**

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

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

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

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

**FINGERPRINTING FEE AND PAYMENT:**

The fee for fingerprinting is \$99.

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

**Acceptable forms of payment are:**


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

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

**PROOF OF IDENTIFICATION:**

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

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

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

## **APPENDIX N**



# APPLICATION FOR RSMP LOAN FUND (SHORT-FORM)

## BUSINESS CONTACT INFORMATION

Name of Company:		EIN #:	
Name of Owner:		Title:	
Phone:	Fax:	E-mail:	
Current Business Address:			
City:	State:	ZIP Code:	
Date Business Commenced:	EBE Certification Status:		(MBE, WBE, DBE, or SBE)
Sole Proprietorship:	Partnership:	Corporation:	Other:

## LOAN REQUEST

Purpose of Loan: (e.g. payroll for week(s) ending xx/xx/xx; rental of crane for XX school for work performed xx/xx/xx, etc.)

Date of Request: Amount of Request:

## BUSINESS AND CREDIT INFORMATION

Bank Name:			
Bank Address:			Phone:
City:	State:	ZIP Code:	
Business Account Number(s):			
	Checking	Savings	Other
	Checking	Savings	Other

## FINANCIAL AND INCOME STATEMENT SUMMARY

Total Assets	\$	Total Income	\$
Total Liabilities	\$	Total Annual Expenses	\$
Net Worth	\$	Net Annual Cash Flow	\$

## BUSINESS/TRADE REFERENCES

Company Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Company Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Company Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	



REQUIRED LOAN APPLICATION DOCUMENTS

1. Copy of the executed subcontract between the Applicant and Prime contractor and Prime Contractor Statement of Eligibility.
2. Purpose and use of funds documentation (e.g. lease agreements, purchase invoice, payroll log)
3. List of suppliers
4. Liability insurance
5. Workers compensation insurance
6. Financial statements and/or declaration by Applicant that other personal resources are not available

REPRESENTATIONS, AGREEMENTS AND CERTIFICATION OF APPLICANT

Applicant represents and agrees as follows:

- Proceeds from the RSMP Revolving Loan Program (RLP) fund will only be used for the labor and materials to complete RSMP work.
- If either Applicant or the RSMP determines that the loan proceeds will not be used for the purposes described herein, Applicant will immediately repay the loan in full. Applicant acknowledges that Applicant shall have no further interest, right, or claim to such repaid loan proceeds or against the RSMP.
- The RSMP shall be entitled to confirm or verify any of the information contained in this Application from any source named herein or other person or entity having knowledge of the same. RSMP reserves the right to request additional information, if necessary, to process this request.
- The Application shall be subject to the Program Criteria and Procedures.
- This Application, and any loan from the RSMP to Applicant, shall be subject to any loan criteria and policies in effect regarding the RLP.
- The RSMP has made no representation or warranty with respect to the Applicant’s compliance with applicable laws and regulations, or the ability of Applicant to obtain any necessary governmental approvals and permits

Applicant certifies that all information in this Application, and all information furnished in support of this Application, is true and correct and is given for the sole purpose of obtaining a bridge (gap) loan from the RLP. Applicant gives permission for any authorized RJSCB Representatives, the ICO, or RSMP Staff to verify any statement made by Applicant.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

FOR RSMP USE ONLY

Approved Amount		\$
APPROVED BY		APPROVED BY
Name:	Name:	
Title: RJSCB Committee Member	Title: Executive Director or Designee	
Date:	Date:	
APPROVED BY		APPROVED BY
Name:	Name:	
Title: RJSCB Independent Compliance Officer	Title: REDCO Board Member	
Date:	Date:	

Application #:		Application Date:	
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Approved

Denied







## **APPENDIX O**

### Milestone Schedule – Cleaning Bid – Spring/Summer 2019 – February 2020

Advertisement of Bid	05/8/2019
Pre-Bid Meeting	05/10/2019 at 9:00AM
Pre-Bid/RFI Questions Deadline	05/13/2019 by 5:00PM
Pre-Bid/RFI Answers/Addenda issued	05/14/2019 by 10:00AM
Bids Due	05/22/2019 by 10:00AM
De-Scoping Meetings	05/23/2019 at 3:00PM
Recommend Award	05/24/2019 at 10:00AM
Committee Meeting	06/06/2019
Board Approval	06/10/2019
Award Letter to Vendor	06/14/2019

