

REQUEST FOR QUALIFICATIONS

ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE 3

INDEPENDENT COMPLIANCE OFFICER SERVICES

Prepared by
Rochester Joint Schools Construction
Board

January 3, 2022

**INDEPENDENT COMPLIANCE OFFICER
REQUEST FOR QUALIFICATIONS**

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INDEPENDENT COMPLIANCE OFFICER REQUEST FOR QUALIFICATIONS

The Rochester Joint Schools Construction Board (“RJSCB” or “Board”) is seeking Statements of Qualifications (“SOQ”) from qualified firms (“Proposers”) for an independent compliance officer (“ICO” or “Independent Compliance Officer”) for Phase 3 of the Rochester Schools Modernization Program (“RSMP” or the “Program”) of the Rochester City School District (the “District” or “RCSD”) and the City of Rochester (“City”) with expertise in business and workforce compliance monitoring, data tracking and verification, accounting, reporting, forensic analysis and community outreach (collectively, “Independent Compliance Officer Services”).

The RSMP is governed by the RJSCB to modernize the RCSD schools. Phase 3 of the RSMP includes up to 12 RCSD schools valued of up to \$475 million.

The required Independent Compliance Officer Services are more fully described herein and in the Request for Proposals (“RFP”) attached hereto as **Exhibit 1**.

The RJSCB is the governing entity of the Program, created by New York State Legislation (Chapter 416, Laws of New York State 2007), as amended in June of 2014 to provide for Phase 2 of the Program, and as further amended in November 2021 to provide for Phase 3 of the Program (the “Enabling Legislation”), to act as agent of the City and the District, and to manage the overall financing and construction of the Program. This RFQ is only related to Phase 3 of the RSMP and selection as ICO for Phase 3 in no way suggests or guarantees continued contracts through the future phases.

The RJSCB consists of seven Board members: three appointed by the Mayor of the City of Rochester, three appointed by the Superintendent of the Rochester City School District, and one jointly appointed. The principal offices of the RJSCB are currently located at 70 Carlson Road, Suite 200, Rochester New York 14610.

This RFQ will be the mechanism for establishing a short list of highly qualified independent compliance officer firms with the general capability (quality, financial and management), capacity and experience necessary to successfully undertake and complete the required Independent Compliance Officer Services for Phase 3 of the RSMP. At the RJSCB’s discretion, depending on the submission of SOQ it is anticipated that up to five (5) firms may be short listed.

The RJSCB seeks Proposers who are qualified and prepared in all respects to undertake the complete Independent Compliance Officer Services of Phase 3. SOQs will only be accepted from Proposers intending to provide all required services for Phase 3. The RJSCB will not consider responses from Proposers not offering to provide all required services.

This RFQ is the first step of a two-step procurement process. In order to be invited to proceed to the second step of the procurement process, which is responding to the RFP attached hereto as **Exhibit 1**, a Proposer must provide a timely response to this RFQ and be short listed by the RJSCB for Phase 3 of the RSMP as described herein. The RFP provides specific instructions on what to submit, the evaluation factors, the objectives and requirements for evaluation and the evaluation rating guidelines for the RFP step of the procurement.

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1. QUALIFICATIONS

The ICO shall have expertise in business and workforce compliance monitoring, data tracking and verification, accounting, reporting, forensic analysis, and community outreach in connection with public works projects.

In accordance with the Enabling Legislation, Independent Compliance Officer shall mean “an independent firm hired by the RJSCB with an in-depth knowledge base and breadth of experience conducting minority and women-owned business enterprise (MWBE) and disadvantaged business enterprise (DBE) utilization compliance monitoring for public contracts within New York state, including school districts and auditing contractors and subcontractors in construction and reconstruction projects like those to be undertaken and contracted for by the RJSCB pursuant to this act. Such firm shall develop and implement an MWBE/DBE outreach and utilization plan for the governance of all contracts to ensure compliance with all federal, state, and local laws, rules and regulations.”

The Enabling Legislation requires that “the independent compliance officer shall: develop, implement, advertise, promote and monitor policies and procedures to utilize and provide sufficient MWBE, DBE and skilled minority employment resources participation opportunities to be followed by prime contractors and subcontractors for such projects; review, modify if necessary, and approve the preliminary diversity plan established pursuant to section five of this act; provide technical assistance to potential MWBE and DBE contractors and subcontractors interested in bidding on any such projects; obtain and maintain records and documentation to confirm compliance with any requirements contained in the approved diversity plan, for any such project; identify contractors in non-compliance with any such requirements contained in the approved diversity plan or in violation of any federal, state and local laws, rules or regulations; monitor and report the upward/downward price adjustment and payment amounts to MWBEs and DBEs listed on contractors utilization plan for any such project; develop and work with the RJSCB to enforce agreed financial or monetary sanctions for any contractor's non-compliance with the MWBE/DBE utilization master plan.”

The Enabling Legislation further requires the following:

“In addition, the independent compliance officer shall: develop, implement, advertise, promote and monitor MWBE/DBE policies and procedures for each project to be followed by prime contractors and subcontractors for such projects; obtain and maintain records and documentation to confirm compliance with any applicable requirements for each project; identify contractors in non-compliance with any such requirements pursuant to this section or in violation of any federal, state and local laws, rules or regulations. The independent compliance officer shall report to the RJSCB on a monthly basis.”

2. SCOPE

The RJSCB seeks an Independent Compliance Officer (individual or firm) that will be hired by, and report directly to, the RJSCB. The ICO will sit on the Board as a non-voting member. The ICO will be an individual/firm with an in-depth knowledge base and breadth of experience conducting minority and women-owned business enterprise (MWBE), disadvantaged business

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enterprise (DBE), and small business enterprise (SBE) compliance monitoring for public contracts within New York State, including school districts. The ICO shall be familiar with all rules, laws and regulations pertaining to affirmative action and equal opportunity hiring in the construction field.

The items identified below generally represent the ICO duties and scope of work for Phase 3 of the Program (additional scopes of work are further described in the attached RFP):

1. Monitor all contracts entered into by the RJSCB;
2. Implement, promote, and monitor policies and procedures to utilize and provide sufficient MWBE, DBE, and SBE and skilled minority and women workforce employment that will be followed by all prime contractors and subcontractors;
3. Review, make recommendations, and modify if necessary, the Diversity Plan established by the RJSCB pursuant to section five of the Enabling Legislation;
4. Provide technical assistance to potential MWBE, DBE, and SBE contractors and subcontractors interested in bidding on any RSMP projects;
5. Obtain and maintain records and documentation to confirm prime contractor and subcontractor compliance with any requirements contained in the approved Diversity Plan and the front-end requirements for the construction contracts, for any such Phase 3 project;
6. Provide regular monthly reports to the RJSCB for business and workforce participation on all Phase 3 projects. Reports shall include professional service firms, contractors, vendors, and suppliers. Reports shall indicate current month status, overall project status to date, and each individual firm's performance;
7. Identify, in regular reports to the RJSCB, all contractors in non-compliance with any such requirements or goals contained in the approved Diversity Plan or in violation of any federal, state and local laws, rules or regulations;
8. Monitor and report the upward/downward price adjustment and payment amounts to MWBE, DBE, and SBE firms listed on the contractors' utilization plan for all Phase 3 projects;
9. Work with the RJSCB to develop, implement and enforce penalties and/or other action against any contractors for non-compliance with the MWBE, DBE, SBE utilization goals;
10. Develop, implement, advertise, promote and monitor MWBE/DBE policies and procedures for each Phase 3 project to be followed by prime contractors and subcontractors for such projects;
11. Work jointly with the Program Manager to manage any such project to ensure that any requirements or goals contained in the approved Diversity Plan are met;
12. Prepare annual and other reports as may be specified and required by the RJSCB;
13. Develop and recommend strategies to create and coordinate efforts to ensure a more diverse workforce for projects approved for Phase 3 by the RJSCB;

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14. Provide monitoring and reporting of City of Rochester resident workforce participation;
15. Meet with Rochester Building Trades' leadership on a regular basis to discuss compliance issues and workforce participation;
16. Compare and verify certified payroll reports submitted by all prime contractors and subcontractors with monthly utilization reports;
17. Verify payments to MWBE, DBE, and SBE subcontractors and consultants reported on monthly compliance reports;
18. Coordinate all reporting through the RJSCB Chair and Program Coordinator;
19. Inform RJSCB Chair, Program Coordinator, and the Program Manager if a professional service firm, contractor, vendor, supplier, or other entity under contract with the RJSCB has been identified as underperforming or otherwise in noncompliance, and recommend and implement recovery strategy for such underperformance;
20. Keep records of all prime contractor requests for labor on each Phase 3 project;
21. Monitor all professional service firms and contractors' contract values for increases which could negatively impact achievement of the business utilization goals, and work with firms to maintain the goals throughout the course of each Phase 3 project;
22. Review front-end contract specifications relating to MWBE/DBE/SBE requirements prior to any RJSCB bid;
23. Review and verify bids and/or proposals received for compliance with Phase 3 project requirements/goals;
24. Participate in de-scope meetings with the Program Manager, Construction Manager, Architect, and bidder(s);
25. Participate in construction progress meetings as necessary to discuss compliance issues or to provide assistance and training to contractors regarding project-related reports;
26. Make recommendations to the RJSCB for award or rejection of bids;
27. Review business utilization plans submitted throughout the course of each Phase 3 project for compliance;
28. Verify status of firms listed as SBE;
29. Verify MWBE certifications with New York State;
30. Verify contractor compliance with requirements set forth in the project labor agreement (PLA), if adopted for Phase 3 of the RSMP;
31. Participate in request for proposals preparation for goods and services to be procured by the RJSCB;
32. As a non-voting RJSCB Member, attend and participate in monthly committee meetings and Board meetings;
33. When necessary, facilitate meetings with contractors to bring resolution to compliance issues;
34. Maintain complete and accurate project files for all Phase 3 projects;

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35. Coordinate, advertise, and manage business and community outreach sessions for business and workforce participation, project informational sessions, and training for firms that wish to participate in the project;
36. Provide project close-out report to the RJSCB for each Phase 3 project detailing the performance of each professional service firm and contractors' business and workforce participation;
37. Payment verification;
38. MWBE, DBE and SBE training and support;
39. Coordination with prime contractors and subcontractors during and after bids.

3. RCSD OVERVIEW

The RCSD operates approximately fifty school buildings. Nearly half are more than 75 years old. It operates twelve schools that have some portion of the building that is more than 90 years old. The average age of the 12 oldest schools in the district is 99 years old, each having been built between 1898 and 1917. Another dozen of the RCSD's buildings are at least 75 years old.

The RCSD maintains approximately 7 million square feet of educational and administrative space in owned and leased facilities. Thirty-seven elementary school buildings represent 3 million square feet of this total, while 14 secondary school buildings account for 4 million square feet. RCSD elementary school buildings average 77,000 square feet, while secondary schools average 260,000 square feet (these totals exclude transportable classroom buildings and any City of Rochester/RCSD shared space).

The average age of RCSD school buildings is 64 years old. Given the number and overall age of the buildings in the inventory, there is a constant demand for building repair or upgrading. The RCSD does not have any buildings that have dangerous conditions; however, given the nature and use of the buildings it still must maintain a constant emphasis on long-term building maintenance.

The RCSD serves approximately 26,000 students in pre-kindergarten through grade 12.

4. SUBMISSION INFORMATION

SOQ submissions must be received no later than 2:00 PM (Eastern Daylight Time) on **February 2, 2022**.

Individuals/firms must submit **one signed original** SOQ submission set. The original must be clearly marked. **Ten (10) copies** must also be submitted, clearly marked, and each copy in its own binder. Individuals/firms must submit one Portable Document File (.pdf) electronic version on a compact disc or flash drive. The compact disc or flash drive is to be enclosed with the signed original.

SOQ submissions must be submitted as stipulated above to:

Rochester Joint Schools Construction Board

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c/o Edward P. Hourihan, Jr., Esq.
Bond, Schoeneck & King, PLLC
350 Linden Oaks, Third Floor
Rochester, NY 14625

The package shall be marked “**SEALED SUBMISSION – TO BE OPENED BY ADDRESSEE ONLY. – Date Here**”. Please ensure that your name/firm’s name is included on the outside of the package. If you are using a commercial delivery company that requires you to use its shipping package or envelope, your Submission should be placed within a second sealed package labeled as detailed above. This will ensure your SOQ is not prematurely opened.

Individuals/firms that intend to submit a response to this RFQ are asked to confirm their intent via email to Allen K. Williams, Program Coordinator at awilliams@rjscb.org by January 17, 2022. This will ensure that the interested individuals/firms will receive any addenda issued following this initial RFQ.

SOQ submissions not received by the time and date shown above will not be considered and shall be disqualified. There will be no exceptions.

All SOQ submissions must include a clearly referenced index that corresponds to the format of the original RFQ document. Major sections must be separated by appropriately labeled index tabs. In order to be considered, SOQ submissions must be clearly labeled, concise and easy to follow as directed below.

5. REQUIREMENTS/FORMAT

The RJSCB has established the following criteria to be provided by the successful individual/firm. The RJSCB reserves the right to revise the scope of services prior to the execution of a contract to (1) reflect changes arising out of this RFQ process, (2) incorporate any RJSCB requirements adopted after the publication of this RFQ, and (3) incorporate any other changes it deems necessary.

All SOQ submissions must contain a Statement of Work that at a minimum clearly identifies sections that address the areas below.

- a. Provide a summary of experience you have with the subject scope of work. Identify specific qualifications that you believe especially qualify you or your firm to perform this work.
- b. Provide a brief history and description of the individual/firm including a presentation of qualifications, limited to not more than ten pages, exclusive of resumes and other forms.
- c. Identify all similar engagements that you have performed within New York State and the dates you provided same.
- d. Provide a description (including size and complexity), location, date of completion and client contact person regarding services carried out by you or your firm within the last five years that are comparable in scope to the proposed project.

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- e. Please describe any innovative or unique aspects of previous relevant work which your firm helped to complete in any of the examples identified above.
- f. Provide contact information for at least three references for which you or your firm has provided services comparable to the scope of the services set forth in Section 2.
- g. Disclose actual or potential conflicts of interest to accepting an award of a contract with the RJSCB, and if a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the individual/firm.
- h. Describe any recommendations or suggestions above and beyond the requirements listed in the RFQ.
- i. Provide a list of projects the firm has worked on which have included diversity requirements.
- j. Provide data on MWBE, DBE and SBE participation goals and achievement in previous projects.
- k. Please provide any other information which you believe is pertinent to the Board's consideration of your firm.

6. COMMUNICATIONS/CORRESPONDENCE

All communications and correspondence relative to this RFQ should be sent by electronic mail to: Allen K. Williams, Program Coordinator, at awilliams@rjscb.org.

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST RJSCB, CITY, OR DISTRICT, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.

7. QUESTIONS

To assist any and all individuals/firms in obtaining clarity of scope and a clear understanding of the requirements of this RFQ, individuals/firms may present clarifying questions. All questions should be submitted via email to Allen K. Williams, Program Coordinator at awilliams@rjscb.org by 4 p.m. (EDT) on January 17, 2022. No oral requests will be accepted. Questions must include the requestor's name, address, telephone number and e-mail address, and the Proposer that he/she represents.

Questions and the resulting answers will be posted on the RSMP web page within the Rochester City School District web site (www.rcsdk12.org/rsmp) and sent via email to all firms that have identified themselves as interested parties by January 17, 2022 and provided an e-mail address.

A virtual pre-Submission conference will be held on January 27, 2022 at 1:00 p.m. (EDT). Contact Allen K. Williams via email at awilliams@rjscb.org by January 26, 2022 at 10 a.m. with the name(s) of those who will be participating in the conference. Attendance at this conference is not mandatory.

8. TIME FRAME/KEY DATES

The following timeline is subject to change by the RJSCB:

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EVENT	DATE
Issue RFQ	January 3, 2022
Individuals/Firms confirm interest in submitting a proposal	January 17, 2022
RFQ Clarification Questions Due	January 17, 2022 by 4 p.m. EDT
RFQ Clarification Answers Provided	January 24, 2022
Pre-Submission Conference Attendance Notification Due	January 26, 2022, 10 a.m. EDT
Pre-Submission Conference (non-mandatory)	January 27, 2022, 1 p.m. EDT
Deadline for receipt of RFQ Responses	February 2, 2022, 2 p.m. EDT
Announcement of Short List	February 16, 2022
Individual/Firms Confirm Interest in Submitting Proposal	March 1, 2022
RFP Clarification Questions Due	March 1, 2022 by 4 p.m.
RFP Clarification Answers Provided	March 8, 2022
Deadline for receipt of RFP Responses	March 14, 2022 by 2 p.m. EDT
Interviews with Short Listed Firms	Week of March 21, 2022
Contract Award (anticipated)	April 4, 2022

9. SELECTION PROCESS/REVIEW TEAM

SOQ submissions will be reviewed and scored by a committee formed by the RJSCB. The committee may include members of the RJSCB, the City of Rochester, and the RCSD. Results of the scoring will not be made public.

The RJSCB has identified the following factors that are of particular importance to the RJSCB. This information is provided to assist Proposers in preparing their SOQ. Such criteria are not necessarily listed in order of importance. The RJSCB reserves the right to weigh its evaluation criteria in any manner it deems appropriate and in the best interests of the RJSCB and the Program.

1. Direct experience providing the services outlined in this RFQ; including professional qualifications, years of experience, type of experience, organization and key personnel;
2. MWBE, DBE, SBE and EEO verification, compliance and monitoring;
3. References;
4. Evaluation of the Proposer's independent compliance officer services approach to Phase 3;
5. Demonstrated capacity to perform the work described herein, including technical capability, and demonstrated ability to work on multi-disciplinary, community-oriented, collaborative projects; and
6. A determination that the Proposer has submitted a complete and responsive SOQ as required by all sections, terms, and conditions of the RFQ.

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The Proposer shall provide accurate and complete information to the RJSCB. If information is not complete, the Proposer's SOQ can be considered non-responsive. If the information provided requires clarification, the RJSCB will notify the Proposer and request that the clarification be submitted within 24 hours or a time deemed appropriate by the RJSCB. Proposers will not be allowed to participate further in the procurement process until all information required is provided. Any insufficient statements or incomplete affidavits will be returned directly to the Proposer by the RJSCB with notations of the insufficiencies or omissions and with a request for clarifications and/or submittal of corrected documents. If a response is not provided, within the time frame specified by the RJSCB, the SOQ may be declared non-responsive.

The RJSCB may waive technical irregularities in the form of the SOQ that do not alter the quality or quantity of the information provided. The RJSCB may, at its sole discretion, request clarifications from Proposers during the SOQ evaluation and short list process. All requests and responses shall be in writing by e-mail. Responses shall be limited to answering the specific information requested by the RJSCB.

The RJSCB does not anticipate conducting interviews during the RFQ phase, but reserves the right to do so. If the RJSCB elects to conduct interviews, the Proposers shall be notified in writing or by email.

Proposers must submit follow-up responses to inquiries by the RJSCB. Responses shall be submitted to the RJSCB's designated representative by e-mail no later than the deadline specified in the RJSCB's request for clarification.

10. RESTRICTED PERIOD

The Restricted Period shall be the period of time commencing with the earliest written notice, advertisement or solicitation of a proposal or bid, or any other method for soliciting a response from a Proposer intending to result in a procurement contract and ending with the final contract award and approval by the appropriate entity.

Communications between Proposers and the City, the District, the RJSCB or any officials, Board member and/or staff members of the entities listed in this RFQ during the Restricted Period are permitted only in the form of a request for information by the Proposer and the responses thereto by the RJSCB.

In addition to utilizing the established protocol described in this RFQ and e-mail address provided for all contacts with the RJSCB, the following additional rules shall apply to all Proposers:

- (a) Proposers shall not attempt to influence the Board's governmental procurement in a manner that would result in a violation of any State ethics/conflict of interest statute or the Board's Code of Ethics Policy; and
- (b) Proposers are prohibited from contacting any member, officer or employee of a governmental entity during the Restricted Period of a governmental procurement, regarding the Board's pending procurement, including, specifically, the City and the RCSD.

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11. EQUAL OPPORTUNITY

The RJSCB recognizes the need to take action to ensure that minority, women-owned, disadvantaged and small business enterprises and minority, women and disadvantaged employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB.

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each individual/firm for this undertaking should acknowledge its understanding and support of the diversity policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, subcontractors, subconsultants and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment and contract opportunities without discrimination.

12. CONDITIONS OF RFQ AND CONTRACTUAL INTENT

1. The issuance of the RFQ constitutes only an invitation to submit a SOQ to the RJSCB. It is not to be construed as an official and customary invitation to bid, but as a means by which the RJSCB can facilitate the acquisition of information related to the purchase of services.
2. The RJSCB reserves the right to determine, in its sole and absolute discretion, whether any aspect of the SOQ satisfactorily meets the criteria established in this RFQ, the right to seek clarification from any individuals or firm(s), the right to negotiate with any individuals/firm(s), the right to reject any or all submissions with or without cause, and the right to cancel and/or amend, in part or entirely, the RFQ.
3. In submitting a SOQ, it is understood by the individual/firm that the RJSCB reserves the right to accept any SOQ, to reject any and all SOQs and to waive any irregularities or informalities that the RJSCB deems is in its best interest.
4. In the event that a material error is discovered in the RFQ during the SOQ evaluation process, the Board will issue an addendum to the RFQ and provide all Proposers an opportunity to submit either a new or a revised SOQ based upon the corrected RFQ.
5. In the event that this RFQ is withdrawn by the RJSCB for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the RJSCB shall have no liability to any individual/firm(s) for any costs or expenses incurred in connection with this RFQ or otherwise. The RJSCB reserves the right to request additional data in support of the written SOQ. The RJSCB is not obligated to respond to any SOQ nor is it legally bound in any manner whatsoever by the receipt of a SOQ.

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13. RJSCB OWNERSHIP OF SOQ SUBMISSIONS

Upon receipt, all SOQs become the property of the RJSCB. The RJSCB reserves the right to use the information and any ideas presented in any SOQ in response to the RFQ, whether or not the Submission is accepted.

14. REJECTION OF SOQ SUBMISSIONS

The RJSCB, in its sole discretion, may reject any SOQ based on the format and submission requirements, or based on any other requirement in this document. The RJSCB's right in rejecting or retaining any and all SOQs is broad and it is at the sole discretion of the RJSCB.

15. CANCELLATION OR AMENDMENT OF RFQ

The RJSCB reserves the right to cancel or amend this RFQ at any time and will notify all known RFQ recipients accordingly.

16. COSTS

The RJSCB shall not be responsible for any costs incurred by individuals/firms in connection with this RFQ. Individuals/firms shall bear all costs associated with SOQ preparation, attendance at any related events, or any other activity associated with this RFQ or otherwise.

17. INSURANCE/INDEMNIFICATION REQUIREMENTS

Details regarding insurance and indemnification requirements for the selected Proposer are specified in the RFP. The RJSCB will require the selected Proposer to provide evidence of insurance by certified copy of complete policy or policies endorsed.

18. NOTIFICATION OF FIRMS ON THE SHORT LIST

Each Proposer will be notified officially in writing whether or not it has been selected for the short list. Short-listed firms shall thereafter submit their proposals to the RFP in accordance with the schedule set forth therein.

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APPENDIX A

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

Background:

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

Every Governmental Entity (including, voluntarily, the Rochester Joint Schools Construction Board, the "Board") shall seek written affirmations from all Respondents as to the Respondent's understanding of and 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:

Respondent 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).

*LEGAL NAME OF FIRM OR CORPORATION	AUTHORIZED SIGNATURE
ADDRESS	TYPED NAME OF AUTHORIZED SIGNATURE/TITLE
CITY, STATE, ZIP CODE	TELEPHONE/DATE

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

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APPENDIX B

**OFFEROR'S CERTIFICATION OF COMPLIANCE WITH
STATE FINANCE LAW §139-K(5)**

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

BY

*LEGAL NAME OF FIRM
OR CORPORATION

AUTHORIZED
SIGNATURE

ADDRESS

TYPED NAME OF
AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

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APPENDIX C

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

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

Address:

Name and Title of Person Submitting this Form:

Date:

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle):

No

Yes

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

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

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(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below:

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____

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EXHIBIT 1

**REQUEST FOR PROPOSALS FOR
INDEPENDENT COMPLIANCE OFFICER SERVICES**

[Attached]



**ROCHESTER SCHOOLS MODERNIZATION
PROGRAM - PHASE 3**

**REQUEST FOR PROPOSALS FOR
INDEPENDENT COMPLIANCE OFFICER**

The Rochester Joint Schools Construction Board, on behalf of Rochester Schools Modernization Program, is seeking proposals for Independent Compliance Officer (ICO) Services during implementation of Phase 3 of Rochester City Schools Facilities Modernization Program.

Prepared by

Rochester Joint Schools Construction Board

January 3, 2022



Rochester Joint Schools Construction Board

70 Carlson Road, Suite 200, Rochester, New York 14610
Telephone: 585-512-3806

REQUEST FOR PROPOSALS

Date: January 3, 2022

From: Rochester Joint Schools Construction Board
Norman Jones, RJSCB Chair

Send Proposal to: Rochester Joint Schools Construction Board
c/o Edward P. Hourihan, Esq.
Bond, Schoeneck & King, PLLC
350 Linden Oaks, Third Floor
Rochester, NY 14625
Tel. (585) 362-4700

Submit Questions to: awilliams@rjscb.org

RFP SCHEDULE

1.	RFP issued to short-listed responders	February 16, 2022
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP.	March 1, 2022 by 4 p.m. EDT
3.	Answers to questions and/or modifications issued by addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	March 8, 2022
4.	Submittal Deadline for Request for Proposals.	March 14, 2022 by 2 p.m. EDT
5.	Interviews with short listed firms (anticipated).	Week of March 21, 2022
6.	Contract Award (anticipated).	April 4, 2022

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1.0 PURPOSE OF REQUEST FOR PROPOSALS

By this Request for Proposals (“RFP”), the Rochester Joint Schools Construction Board (“RJSCB” or “Board”) on behalf of the Rochester City School District (“RCSD” or “District”) seeks the services of an independent compliance officer firm (“ICO” or “Independent Compliance Officer” or “Independent Compliance Officer Firm”) with expertise in business and workforce compliance monitoring, data tracking and verification, accounting, reporting, forensic analysis and community outreach (collectively, “Independent Compliance Officer Services”).

The Rochester Schools Modernization Program (“RSMP”) is governed by the RJSCB to modernize the RCSD Schools. Phase 3 of the RSMP includes up to 12 RCSD schools valued of up to \$475 million.

The RJSCB is the governing entity of the Program, created by New York State Legislation (Chapter 416, Laws of New York State 2007), as amended in June of 2014 to provide for Phase 2 of the Program, and as further amended in November 2021 to provide for Phase 3 of the Program (the “Enabling Legislation”), to act as agent of the City and the District, and to manage the overall financing and construction of the Program. This RFP is only related to Phase 3 of the RSMP and selection as ICO for Phase 3 in no way suggests or guarantees continued contracts through the future phases. Although it is the intent of the RJSCB to award these services to one firm, the RJSCB reserves the right to issue contracts to multiple service providers that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired.

In accordance with the Enabling Legislation, Independent Compliance Officer shall mean “an independent firm hired by the RJSCB with an in-depth knowledge base and breadth of experience conducting minority and women-owned business enterprise (MWBE) and disadvantaged business enterprise (DBE) utilization compliance monitoring for public contracts within New York state, including school districts and auditing contractors and subcontractors in construction and reconstruction projects like those to be undertaken and contracted for by the RJSCB pursuant to this act. Such firm shall develop and implement an MWBE/DBE outreach and utilization plan for the governance of all contracts to ensure compliance with all federal, state, and local laws, rules and regulations.”

The Enabling Legislation requires that “the independent compliance officer shall: develop, implement, advertise, promote and monitor policies and procedures to utilize and provide sufficient MWBE, DBE and skilled minority employment resources participation opportunities to be followed by prime contractors and subcontractors for such projects; review, modify if necessary, and approve the preliminary diversity plan established pursuant to section five of this act; provide technical assistance to potential MWBE and DBE contractors and subcontractors interested in bidding on any such projects; obtain and maintain records and documentation to confirm compliance with any requirements contained in the approved diversity plan, for any such project; identify contractors in non-compliance with any such requirements contained in the approved diversity plan or in violation of any federal, state and local laws, rules or regulations; monitor and report the upward/downward price adjustment and payment amounts to MWBEs and DBEs listed on contractors utilization plan for any such project; develop and work with the RJSCB to enforce agreed financial or monetary sanctions for any contractor's non-compliance with the MWBE/DBE utilization master plan.”

The Enabling Legislation further requires the following:

“In addition, the independent compliance officer shall: develop, implement, advertise, promote and monitor MWBE/DBE policies and procedures for each project to be followed by prime contractors and subcontractors for such projects; obtain and maintain records and documentation to confirm compliance with any applicable requirements for each project; identify contractors in non-

compliance with any such requirements pursuant to this section or in violation of any federal, state and local laws, rules or regulations. The independent compliance officer shall report to the RJSCB on a monthly basis.”

It is anticipated the selected firm(s) will review documents prepared for the business and workforce participation goals of the RSMP; observe and monitor execution of these goals by all professional service providers, consultants, vendors, suppliers, prime contractors, and all lower tier sub-contractors; inspect as required; perform required monitoring and reporting; payment verification; MWBE/DBE training and support; coordination with prime contractors and subcontractors during and after bids; and document conditions according to applicable Program requirements. The various services shall include but not be limited to: business utilization monitoring, workforce participation monitoring, field verification, certified payroll review, program report verification and community outreach services.

All services will be provided in accordance with the governing laws of the State of New York, the New York State Education Department, the City of Rochester, the Rochester Joint School Schools Construction Board, and the Rochester City School District. The services to be provided will include compliance with all due dates and deadlines, coordination with RJSCB/RCSD internal departments and outside consultants, as well as monitoring of all required policies and procedures for the proper and successful administration under the direction of the appropriate RJSCB representatives.

2.0 DISTRICT INFORMATION

The City of Rochester is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 700,000. The District serves approximately 26,000 students in pre-Kindergarten through grade 12. The District operates in approximately fifty school buildings.

3.0 RJSCB INFORMATION

The seven-member RJSCB was established by the Enabling Legislation to oversee the RSMP, which is a multi-phase joint initiative of the District and the City to update and improve school facilities. The RJSCB’s Independent Compliance Officer (“ICO”) will be a non-voting member of the Board.

The current cost to complete all phases of the RSMP is currently estimated to be approximately \$1.235 billion and the RSMP is expected to span about 15 years from beginning of Phase 1. The remaining Phase 2 projects were substantially complete in the summer of 2021.

The Phase 3 Master Plan is currently under development and the RJSCB is seeking to retain a Phase 3 Master Plan Architect and Phase 3 Program Manager to assist in the completion of the Phase 3 Master Plan.

4.0 SCOPE OF SERVICES AND SCHEDULE OF SERVICES

The RJSCB seeks an Independent Compliance Officer (individual or firm) that will be hired by, and report directly to, the RJSCB. The ICO will sit on the Board as a non-voting member. The ICO will be an individual/firm with an in-depth knowledge base and breadth of experience conducting minority and women-owned business enterprise (MWBE), disadvantaged business enterprise (DBE), and small business enterprise (SBE) compliance monitoring for public contracts within New York State, including school districts. The ICO shall be familiar with all rules, laws and regulations pertaining to affirmative action and equal opportunity hiring in the construction field.

DETAILED SCOPE OF SERVICES

The Independent Compliance Officer shall:

- Monitor all contracts entered into by the RJSCB;
- Implement, promote, and monitor policies and procedures to utilize and provide sufficient MWBE, DBE, and SBE and skilled minority and women workforce employment that will be followed by all prime contractors and subcontractors;
- Review, make recommendations, and modify if necessary, the Diversity Plan established by the RJSCB pursuant to section five of the Enabling Legislation;
- Provide technical assistance to potential MWBE, DBE, and SBE contractors and subcontractors interested in bidding on any such projects;
- Obtain and maintain records and documentation to confirm prime contractor and subcontractor compliance with any requirements contained in the approved diversity plan and the front-end requirements for the construction contracts, for any such project;
- Provide regular monthly reports to the RJSCB for business and workforce participation on all projects. Reports shall include professional service firms, contractors, vendors, and suppliers. Reports shall indicate current month status, overall project status to date, and each individual firm's performance;
- Identify, in regular reports to the RJSCB, all contractors in non-compliance with any such requirements or goals contained in the approved diversity plan or in violation of any federal, state and local laws, rules or regulations;
- Monitor and report the upward/downward price adjustment and payment amounts to MWBE, DBE, and SBE firms listed on the contractors' utilization plan for any such project;
- Work with the RJSCB to develop, implement and enforce penalties and/or other action against any contractors for non-compliance with the MWBE, DBE, SBE utilization goals;
- Develop, implement, advertise, promote and monitor MWBE/DBE policies and procedures for each Phase 3 project to be followed by prime contractors and subcontractors for such projects;
- Work jointly with the Program Manager to manage any such project to ensure that any requirements or goals contained in the approved diversity plan are met;
- Prepare annual and other reports as may be specified and required by the RJSCB;
- Develop and recommend strategies to create and coordinate efforts to ensure a more diverse workforce for projects approved for Phase 3 by the RJSCB;
- Provide monitoring and reporting of Rochester resident workforce participation;
- Meet with Rochester Building Trades' leadership on a regular basis to discuss compliance issues and workforce participation;
- Compare and verify certified payroll reports submitted by all prime contractors and subcontractors with monthly utilization reports;
- Verify payments to MWBE, DBE, and SBE subcontractors and consultants reported on monthly compliance reports;
- Coordinate all reporting through the RJSCB Chair and Program Coordinator;
- Inform RJSCB Chair, Program Coordinator, and the Program Manager if a professional

service firm, contractor, vendor, supplier, or other entity under contract with the RJSCB has been identified as underperforming, and recommend and implement recovery strategy for such underperformance;

- Keep records of all prime contractor requests for labor on each project;
- Monitor all professional service firms and contractors' contract values for increases which could negatively impact achievement of the business utilization goals, and work with firms to maintain the goals throughout the course of the project;
- Review front-end contract specifications relating to MWBE/DBE/SBE requirements prior to any RJSCB bid;
- Review and verify bids and/or proposals received for compliance with project requirements/goals;
- Participate in de-scope meetings with the Program Manager, Construction Manager, Architect, and bidder(s);
- Participate in construction progress meetings as necessary to discuss compliance issues or to provide assistance and training to contractors regarding project reports;
- Make recommendations to the RJSCB for award or rejection of bids;
- Review business utilization plans submitted throughout the course of the project for compliance;
- Verify status of firms listed as SBE;
- Verify MWBE certifications with New York State;
- Verify contractor compliance with requirements set forth in the project labor agreement (PLA), if adopted for Phase 3 of the RSMP;
- Participate in request for proposals preparation for goods and services to be procured by the RJSCB;
- As a non-voting RJSCB Member, attend and participate in monthly committee meetings and Board meetings;
- When necessary, facilitate meetings with contractors to bring resolution to compliance issues;
- Maintain complete and accurate project files for all projects;
- Coordinate, advertise, and manage business and community outreach sessions for business and workforce participation, project informational sessions, and training for firms that wish to participate in the project; and
- Provide project close-out report to the RJSCB for each project detailing the performance of each professional service firm and contractors' business and workforce participation;
- Payment verification;
- MWBE, DBE and SBE training and support;
- Coordination with prime contractors and subcontractors during and after bids.

TERM OF CONTRACT

The Independent Compliance Officer will begin work immediately upon contract award by the RJSCB, anticipated for a five-year term.

5.0 PROPOSAL

The Independent Compliance Officer Firm providing Independent Compliance Officer Services shall provide full-time staffing for the duration of Phase 3 of the RSMP.

Proposal Requirements:

- 1) Provide proof that the firm is duly licensed or registered to perform the requested services in the State of New York.
- 2) Provide a detailed staffing plan for Phase 3.
- 3) Cost Proposal:
 - a) Provide a cost for the total value for the work. The proposal must indicate all levels of staff being proposed, the rates for each person, the hours for each person for the duration of the project.
 - b) Provide per hour rates for the following personnel:
 - Project executive
 - Senior compliance officer
 - Compliance officer
 - Administrative support
 - Any additional categories not listed here
 - c) Provide a budget cost for purchase/rental of supplies (chairs, tables, curtains, sound system) necessary to conduct a minimum of four (4) business/community outreach sessions during the term of this contract.

*** all consumables such as office supplies, copies, etc. necessary carry out the performance of the work are not considered reimbursable. Costs should be factored into the total value for the work.**

Independent Compliance Officer shall:

- Cooperate with the RJSCB, its Program Manager, RCSD, the City, architects/engineers, construction managers, and construction contractors.
- Provide qualified personnel, as required, upon notice.
- Perform specified on-site inspections.
- Understand the project specifications/requirements.
- Monitor and ascertain compliance with the specifications/requirements.
- Keep records and submit reports for Independent Compliance Officer Services.
- Coordinate business and community outreach sessions.

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

The proposer must include in their proposal their acknowledgment and acceptance that work not listed in the scope of services may be required during construction. RJSCB requested changes to the scope of work will be negotiated during the RSMP and the contract will be amended as necessary.

Billing Procedures: The Independent Compliance Officer, including but not limited to Independent Compliance Officer Services as indicated herein will be reimbursed on a unit cost/hourly basis up to the lump sum defined in the proposal. The Independent Compliance Officer is to submit invoices on a monthly indicating the job name, with the name of each staff member and their associated hours and rates.

Reimbursable expenses: Mileage expenses for local travel to job sites/meetings within the Rochester area are non-reimbursable expenses. No reimbursable expenses will be allowed unless there is pre-approval from the RJSCB Chair.

6.0 RECORDS AND REPORTS

All reports shall be formatted per direction of the Chair or Program Coordinator. Monthly, interim and final project reports shall clearly identify each project. General information to be provided for all reports generated includes the following:

- Project Title
- Date/Period of monitoring
- Workforce participation summary (total hours to date for professional services and construction)
- Monthly workforce participation summary for professional services and construction
 - Include a breakdown by ethnicity
- Monthly workforce participation summary for construction only
 - Include a breakdown by ethnicity
 - Business utilization summary (total dollars to date for professional services and construction)
 - Include a breakdown for each category (MBE, WBE, DBE, and SBE)
- Monthly Rochester resident participation summary for each project based on actual addresses (zip code)
- Detailed report for business utilization and workforce participation for each professional service firm, vender, supplier, and contractor

7.0 DISTRIBUTION OF REPORTS

The ICO shall submit reports to the Board Chair and Program Coordinator for review, a minimum of 5 days prior to the monthly Board meeting.

8.0 FINAL REPORT OF COMPLIANCE

At the completion of each individual school project, the ICO shall submit a report of compliance to the RJSCB indicating conformance with the compliance requirements for the project and shall describe non-conforming conditions not mitigated or resolved. The report shall include final business and workforce compliance data all professional service firms, contractors, vendors, and suppliers associated with the individual school project.

At the completion of all projects in Phase 3, the ICO shall compile all reports into a final report of compliance for the Program.

The ICO shall submit the final report of compliance to the RJSCB.

9.0 COMMUNICATION

The ICO shall immediately notify the professional service firm, contractor, vendor, or supplier by telephone and via e-mail of conditions failing to comply with the compliance requirements of the contract documents.

The ICO shall immediately notify the RJSCB Chair, Program Coordinator and Program Manager of conditions found to be in non-conformance with the compliance requirements of the contract documents. If the non-conforming condition is not corrected by the offending entity within the following month, the ICO shall notify the Chair, Program Coordinator and Program Manager and issue a formal non-conformance letter to the offending entity. If the non-conformance is not corrected within 10 days of the letter, the ICO shall notify the Chair, Program Coordinator and Program Manager and make any necessary recommendations for penalties.

10.0 RJSCB RESPONSIBILITIES

The RJSCB will provide the ICO with a copy of the Comprehensive School Facilities Modernization Plan for Phase 3.

The RJSCB will provide the ICO with a copy of each individual school project specifications manual.

The RJSCB will provide the ICO with a contact list for the overall RSMP project.

The RJSCB will provide the ICO with a copy of the diversity plan, the contract front-end documents including the MWBE requirements, and the Enabling Legislation.

11.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall cooperate with the ICO and his/her agents so that monitoring may be performed without hindrance.

The Contractor shall provide ICO with updated utilization plan(s) (DP-1 forms), including detailed explanations/reasons for changes, for review and approval by the ICO.

The Contractor shall provide monthly business and workforce diversity reporting (DP-3 and DP-3a forms) and certified payroll reports to the ICO.

The Contractor is responsible to pay union dues, benefits, payroll, and other required fees to the appropriate union hall(s).

The Contractor is responsible to formally request labor from the unions to meet the diversity goals of the project, copy requests to the ICO and to keep all records of such requests.

The Contractor is responsible for compliance with the PLA, if one is adopted for Phase 3 of the RSMP.

12.0 RFP REVIEW CRITERIA

The written responses to the following points shall be used as criteria by the RJSCB for developing a list of finalists for interview and/or for final selection. Please specifically identify the following for consideration that relate to the project(s) for which the firm is submitting a fee proposal(s):

1. Relevant Independent Compliance Officer Services experience over the past 10 years.

2. Experience working with school districts of similar size.
3. Location of business operations for team members in the greater Rochester area.
4. If partnering with another firm or consultant, whether the team members have worked together on previous projects.
5. Specific team members assigned to the project along with their professional background, experience and qualifications.
6. References received on behalf of the firm as well as for the individual project team members.
7. Ability to meet the goals set forth in the Diversity Plan.
8. Document Quality (i.e., completeness, accuracy) **(SUBMIT SAMPLES FOR REVIEW)**.
9. Adherence to the RJSCB's policies, procedures, and standards.
10. Flexibility to the RJSCB's changes.
11. Adherence to the project schedule.
12. Coordination with the RJSCB Chair, Program Coordinator, Program Manager, and construction managers.
13. Describe the firm's familiarity and understanding of the RSMP and the program's diversity goals for business utilization and workforce participation.

The RJSCB will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which firm can provide the most effective services as an experienced Independent Compliance Officer Services Provider. **Minority-owned and women-owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in Section 17 of this RFP.** Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

13.0 RESPONDING TO THE RFP/QUALIFICATIONS

13.1 E-Mail Indicating Interest.

Notify the RJSCB's Program Coordinator by sending an e-mail to awilliams@rjscb.org with the RFP name in the subject line. Please indicate the name, address, telephone, and e-mail address of the interested firm and contact person.

13.2 Proposal Format and Organization

Provide response to this RFP in an orderly manner using the following sequence:

1. Cover Letter
2. Table of Contents
3. Section 1
 - a. Professional Capability
 - b. Firm History and Qualifications
4. Section 2
 - a. Comparable Services Provided in Last Five Years
 - b. Similar Engagement in New York State Big Five School Districts
 - c. Knowledge of City of Rochester MWBE, DBE and SBE Firms
5. Section 3
 - a. Organizational Structure

- b. Project Team Composition
 - c. Local Hiring Practices
- 6. Section 4
 - a. Project Approach
 - b. Sample Submittal Materials
- 7. Section 5
 - a. Knowledge of the City of Rochester and Rochester City School District
- 8. Section 6
 - a. Client References
- 9. Section 7
 - a. Fee Submittal Form
- 10. Section 8
 - a. Sample Insurance Certificate
- 11. Section 9
 - a. Appendices
- 12. Section 10
 - a. Attachments – DP Forms

13.3 Submission. Submit twelve (12) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the Rochester Joint Schools Construction Board c/o Bond, Schoeneck & King, PLLC, 350 Linden Oaks, Third Floor, Rochester, NY 14625; Attention: Edward P. Hourihan, Esq., RJSCB General Counsel no later than **2:00 pm March 14, 2022.**

13.3.1 The RJSCB reserves the right to award contracts to one or more firms upon the recommendation of the Selection Committee. All of the aforementioned scope of services shall be required of the selected and assigned firm(s).

13.3.2 Unit prices/Hourly Rated for services should be submitted on the enclosed form.

13.4 Statement of Qualifications. Statement of qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration for Independent Compliance Officer Services. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below.

Résumés of compliance monitors shall be submitted with the proposal and shall identify individuals' experience. It is expected that monitoring and reporting will be performed by agents who have relevant experience in the category indicated.

The responding firm shall disclose current or past business relationships or any potential conflict of interest with professional service firms, contractors or subcontractors whose work will be monitored.

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

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

1. Name of proposer
2. Permanent main office address

3. Date of organization
4. Legal form of ownership. If a corporation, date of incorporation
5. Number of years engaged in the services to be provided under the company's present name
6. Experience in work similar in scope of services, and in importance to this proposal
7. List not less than three (3) client references for who services similar to this RFP are currently, or have previously been provided. Include for each client:
 - Name of organization
 - Appropriate gross cost of agreement
 - Date services started
 - Services being provided
 - Responsible official, address and telephone number of person available as a reference.
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. Describe any pending litigation or other factors that could affect your organization's ability to perform this agreement.
11. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB.
12. Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.
13. **Sample Reports.** Examples/samples of the firm's deliverables for the following should be included in the RFP: monthly compliance reports, close-out reports.
14. **Fee Proposal.** Please provide a total value for the work. Refer to the schedule attached for hourly rates.
15. **Preparation Costs.** All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the proposer.

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

14.0 INSURANCE REQUIREMENTS/INDEMNIFICATION

14.1 Insurance Policies: The Independent Compliance Officer Services contract that will be entered into for the work on Phase 3 of the RSMP shall have the following insurance requirements. All respondents to this RFP are presumed to be able to meet these requirements:

Commercial General Liability Limits

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

Medical Payments, any one person:	\$ 10,000
<u>Business Automobile:</u>	\$1 million per accident
<u>Professional Liability Insurance:</u>	\$1 million per claim/\$2,000,000 aggregate
<u>Workers' Compensation:</u>	Statutory amount
<u>Employer's Liability:</u>	\$500,000.00
<u>Excess/Umbrella</u> (for general aggregate and auto liability only):	\$5 million

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

14.1.2 All liability policies (excluding workers compensation and professional liability) shall also include the following as additional insured on a primary and non-contributory basis: RJSCB, City, District and such other parties as the RJSCB may designate from time to time. A waiver of subrogation in favor of the RJSCB, City, District and such other parties as the RJSCB may designate from time to time applies to general liability; automobile liability; umbrella and worker's compensation (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent endorsements to be attached to certificate). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. Policies shall include a 30-day notice of cancellation to RJSCB. Copies of all other endorsements to be attached to the certificate.

14.2 Indemnification & Hold Harmless: The selected Independent Compliance Officer will be required to agree to the indemnification provisions that are included in Section 8 of the proposed Agreement between Owner and ICO that is attached hereto.

15.0 INTERVIEW/SELECTION PROCESS

Proposals will be reviewed, evaluated, and scored by a panel composed of RSMP and RJSCB staff and Board members, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time, and location. It is anticipated that interviews will be scheduled for the week of March 21, 2022. The RJSCB reserves the right to waive any interviews if the panel believes that interviews are not necessary for their selection and in the best interest of the RJSCB.

After the interviews have taken place, the firm(s) will be ranked and the highest-ranking firm(s) will be contacted regarding contract execution. Final selection of the firm(s) is expected to occur on or about April 4, 2022.

16.0 QUESTIONS

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

Questions regarding the RFP or selection process should be submitted via email to awilliams@rjscb.org by 4 p.m. on March 1, 2022. Submitted questions and answers will be provided to all solicited firms via email by addendum by March 8, 2022, barring any unforeseen circumstances.

17.0 EQUAL EMPLOYMENT OPPORTUNITY and DIVERSITY PROGRAM

17.1 Policy Statement. The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of RSMP contracts.

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

17.2. Diversity Goals. The RJSCB is committed to providing women, minorities, women and minority-owned businesses, and disadvantaged businesses with equal opportunities in the performance of RSMP contracts. In order to achieve the business development goals of the RSMP diversity program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above-stated commitment of the RJSCB regarding the participation and use of women, minorities, women and minority owned business and disadvantaged businesses. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

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

The RJSCB is also committed to the meaningful participation of qualified minority-owned, women-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$20,000 or more, the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- **Minority-Owned Business entities (MBEs)** shall participate in a minimum of 17% of each contract or purchase order
- **Women-Owned Business entities (WBEs)** shall participate in a minimum of 10% of each contract or purchase order
- **Disadvantaged Business entities (DBEs)** shall participate in a minimum of 3% of each contract or purchase order
- **Small Business entities (SBEs)** shall participate in a minimum of 3% of each contract or purchase order

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase 3 of the RSMP and for contracts awarded in future Phases of the RSMP.

17.3 Recordkeeping. Service Provider must submit all diversity program (DP) compliance forms included in “Attachment B” in accordance with the instructions set forth therein. All initial and monthly DP forms must be complete with all necessary certifications included, and timely submitted for approval prior to award of contract by the RJSCB, or as a precondition of payment after contract award.

18.0 PROCUREMENT PROCESS

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

Procurement Officer:	Allen K. Williams Program Coordinator Rochester Joint Schools Construction Board 70 Carlson Road, Suite 200 Rochester, NY 14610 Phone: (585)-512-3806
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*** END ***

APPENDIX A

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

Background:

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

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

Instructions:

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

APPENDIX B

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

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

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

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

BY: _____
(Sign)

DATED: _____, 20 _____

APPENDIX C

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

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

Address:

Name and Title of Person Submitting this Form:

Date:

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?
(Please circle):

 No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle):

 No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____

ATTACHMENT A:

FEE SUBMITTAL FORM

RSMP – Independent Compliance Officer Services

TOTAL NOT TO EXCEED PRICE PROPOSAL FOR THE ROCHESTER SCHOOLS MODERNIZATION, PHASE 3
INDEPENDENT COMPLIANCE OFFICER SERVICES _____.

TOTAL WRITTEN VALUE: _____ (DOLLARS)

Additional Services Hourly Rates

<u>Title</u>	<u>Hourly Rate</u>
Principal/Executive in Charge	
Compliance Monitor	
Administrative Support	
Other	
Other	

Budget Cost for items associated with four (4) outreach sessions (i.e. chairs, tables, curtains, printing materials, sound system, etc) _____.

Total written value: _____ (dollars)

ATTACHMENT B:

DIVERSITY PROGRAM (“DP”) FORMS

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1. DP -1: SCHEDULE OF EBE PARTICIPATION

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

2. DP -2: EBE LETTER OF INTENT TO PERFORM

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

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

4. DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT

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

5. INSTRUCTIONS FOR DP-3a (MONTHLY EBE UTILIZATION REPORT)

6. DP – 3: MONTHLY EBE UTILIZATION REPORT

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

7. PROMISE OF NON-DISCRIMINATION

8. EBE ASSURANCE STATEMENT

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

9. GOOD FAITH EFFORTS CHECKLIST

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

EBE UTILIZATION PLAN (DP-1)**Rochester Schools Modernization Program****1. Project :****2. Bidding on Contract No./Contract Description****3. Bidding contractor Name / Address / Phone No. / Fax No. / FEIN****4. Bid Submittal Date****(MM/DD/YY)** **Original DP-1** **Revised DP-1****Rev. Date: _____, 20__****Project Goals: MBE - 17% WBE - 10% DBE - 3% SBE - 3%****6. Name/Address/Phone No. and FEIN of Proposed M/WBE, DBE or SBE****7. Certified as EBE****8. Performance Category****9. Scope of Services to be provided****10. Proposed Dollar Amount**

The undersigned, being an authorized representative of the bidding company, hereby certifies that the above information is accurate, and that bidder has received a proposal from, or discussed with, each of the M/WBE, SBE or DBE firms listed herein prior to the submission of the accompanying bid.

[Bidding Company's Official Printed Name and Title]:

Authorized Signature: _____ Print Name: _____ Title: _____ **The
ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder the amounts
indicated above.**

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

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

RSMP PROJECT: _____

PARTICIPANT: _____

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

_____ sole proprietorship (individual)

_____ a partnership

_____ a corporation

_____ a joint venture

Detailed description of work items to be performed by EBE:

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

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

_____ Disadvantaged Business Enterprise

_____ Minority-Owned Business Enterprise

_____ Small Business Enterprise

_____ Women-Owned Business Enterprise

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

(Type or Print Name of subcontractor/Joint Venture) _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

_____	_____
Bidding contractor Company Name	Proposed EBE Company Name
_____	_____
Address	Address
_____	_____
Phone Number	Phone Number
_____	_____
Company Officer Name & Title (Print)	Company Officer Name & Title (Print)
_____ / ____ / ____	_____ / ____ / ____
Company Officer Signature Date	Company Officer Signature Date

For RJSCB Use Only

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

(b – e) *Minority Hours by Trade M (Male) F (Female)* – under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
7. *Minority % of Total Hours – the percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. 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 $(6a.F / (6a.M + 6a.F))$*

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

1. Project :

2. Reporting Period (MMM / YYYY) _____ / _____

3. Reporting contractor Name / Address / Phone No. / Fax No.

4a. Reporting contractor is a () 1st Tier - or - (X) Lower Tier contractor

4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:

Project Goals : Minority - 20% Women - 6.9 %

5.	POSITION	EMPLOYEE	6a.		6b.		6c.		6d.		6e.		7.	8.	9.		10.	
			Total All Hours by Service		Black not of Hispanic Origin (Hours)		Hispanic (Hours)		Asian or Pacific Islander (Hours)		American Indian or Alaskan Native (Hours)				Total Number of Employees	Total Number of Minority Employees		
			M	F	M	F	M	F	M	F	M	F				M	F	

INSTRUCTIONS FOR COMPLETING THE

MONTHLY EBE UTILIZATION REPORT (DP-3a/RSMP) FORM

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

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

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

For the month under consideration, each 1st 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 1st 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 1st tier contractor's scope, the 1st tier contractor does not submit a monthly payment requisition package, the 1st 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 1st tier contractor directly to the ICO no later than the 5th day of the following month. (i.e. October 2012 DP-3's/RSMP or No-Labor Notice(s) must be received by November 5, 2012.)

DDP-3A
MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT
 Rochester Schools Modernization Program

_____/_____/_____
 Month / Year

Project Name: School 28 Original Contract: _____
 Contract No.: _____ Current Contract: _____
 Contractor Name: _____ MBE % of Current Contract: _____
 Address: _____ WBE % of Current Contract: _____
 Phone No.: _____ DBE % of Current Contract: _____
 Fax No.: _____ SBE % of Current Contract: _____
 Change Orders to Date: _____

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

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

Contractor Representative Signature

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: _____

(Authorized Company Representative Signature)

EBE ASSURANCE STATEMENT

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

Subject Proposal for _____

The undersigned bidder, having submitted a proposal for the referenced project, if awarded the Contract, agrees that the EBE Utilization Plan (DP-1) submitted with the bid or as thereafter modified and approved by the 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 sub contractor is a (circle one): Sole proprietorship / individual / corporation / partnership / a joint venture

Contractor/Bidder acknowledgement:

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

Name of Contractor/Bidder firm: _____

Authorized representative: _____

Authorized signature: _____ Date: _____, 20__

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

GOOD FAITH EFFORTS CHECKLIST

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

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.

(GOOD FAITH EFFORTS CHECKLIST continued...)

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

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

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “**Agreement**”), entered into as of [_____] , 2022 (the “**Effective Date**”), is made by and between **ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD**, having an address at 70 Carlson Road, Suite 200, Rochester, New York 14610 (the “**Board**” and, as used in Exhibit A, “RJSCB”), and [_____] , a [_____] with an address at [_____] (“**ICO**”). The Board and ICO are sometimes referred to herein individually as a “**Party**”, and collectively as the “**Parties.**”

RECITALS

A. The Board was created, pursuant to Chapter 416, Laws of New York State 2007, as amended in June of 2014 to provide for Phase 2 of the Program, and as further amended in November 2021 to provide for Phase 3 of the Program (the “**Enabling Legislation**”), to act as agent of the City of Rochester (the “**City**”) and the Rochester City School District (the “**District**”), to administer and govern the Rochester Schools Modernization Program (the “**Program**”).

B. Pursuant to the Enabling Legislation, the Board is required to retain the services of an independent compliance officer/firm to assist the Board in connection with the Program.

C. ICO is experienced in providing business and workforce compliance monitoring, data tracking and verification, reporting and community outreach services, and responded to the Board’s Request for Proposals for an independent compliance officer, dated January 3, 2022.

D. The Board has selected ICO in accordance with the procedures described in Section 8 of the Enabling Legislation and ICO has agreed to perform compliance monitoring on other agreed upon services, on the terms and conditions set forth herein.

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

1. **SERVICES.** The Board hereby retains ICO to provide during the Term (as defined in Section 5(a)), and ICO hereby agrees to provide to the Board, services whereby ICO will provide compliance monitoring and reporting and related services in connection with certain projects that are part of Phase 3 of the Program, which services and projects are more fully described on Exhibit A (the “**Services**”), in accordance with the terms and conditions of this Agreement. The Board may, from time to time, request changes in the scope of Services of ICO to be performed hereunder. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2) which are mutually agreed upon by and between the Board and ICO, shall be incorporated in written amendments executed by both Parties. The Services shall be performed in accordance with the schedule attached hereto as Exhibit B, as may be amended in writing by the Board and ICO from time to time.

As used in this Agreement, “Phase 3” shall mean that portion of the Program authorized, and described as Phase Three, in the Enabling Legislation and consisting of up to 12 building Projects. As used in this Agreement, a “Project” shall mean work at an existing school building site that involves the design, reconstruction or rehabilitation of an existing school building for its continued use as a school of the District, which may include an addition to such school buildings for such continued use and which may also include (a) the construction or reconstruction of athletic fields, playgrounds, and other recreational facilities for such existing school buildings, (b) the acquisition and installation of all equipment necessary and attendant to and for the use of such existing school building, including but not limited to items located at sites not within a

Project that will allow the District to conduct district-wide technology improvements to benefit existing school buildings, and/or (c) the acquisition of additional real property by the City to facilitate the Project. Unless the contract requires otherwise, references in this Agreement to the "Program" shall be deemed to mean only Phase 3.

2. **PAYMENT FOR SERVICES.**

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

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

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

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

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

3. **SERVICE REQUIREMENTS.** ICO represents, warrants and covenants to the Board that it will provide all Services in a professional and workmanlike manner using properly trained, licensed and qualified individuals, and by following and applying at all times the highest professional and technical guidelines and standards. All Services will be performed by ICO in compliance with this Agreement and all applicable specifications established by the Board and with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation. ICO shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all rules, guidelines and requirements set forth in the Program's Diversity Plan (as generally described in Exhibit E) including, without limitation, all equal employment opportunity and diversity goals referenced in, or

incorporated as a part of, such Diversity Plan. ICO shall submit all forms and documents (including, without limitation, DDP forms), that the Board may request in connection with such Diversity Plan. Unless otherwise directed in writing by the Board, ICO shall complete the Services in accordance with the schedule and time requirements set forth in Exhibit B.

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

5. **TERM AND TERMINATION.**

a. **Term.** The term of this Agreement (the ***“Term”***) shall commence on the Effective Date and shall continue until the Services are completed or until earlier terminated as provided herein.

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

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

6. **PROPRIETARY INFORMATION.**

a. **Definition.** ICO and the Board acknowledge that this Agreement creates a relationship of confidence and trust with respect to all information of a confidential, proprietary or trade secret nature disclosed by or on behalf of the Board to ICO that relates to the terms of this Agreement, the Program or the structure, organization or operation of the Board or any other information obtained or witnessed relative to the Board or the Program in connection with ICO providing Services hereunder (***“Proprietary Information”***). Proprietary Information shall not include (i) information generally available to the public other than by a breach of this Agreement; (ii) information rightfully received by ICO from a third party who is lawfully in possession of the same and who is not subject to a confidentiality or nonuse obligation with respect to that information; (iii) information independently developed by ICO or its personnel provided the person or persons developing the information have not had access to the information as received from the Board; or (iv) information already known to ICO prior to its first receipt from the Board.

b. **Confidentiality Obligations.** At all times during and after the Term, ICO shall keep all Proprietary Information in confidence and shall not disclose such Proprietary Information to anyone or directly or indirectly use any of such Proprietary Information for ICO’s own benefit or for the benefit of any person or entity other than the Board. Upon any termination of this Agreement, or upon the request of the

Board, ICO shall promptly deliver to the Board all of the Board's Proprietary Information, and ICO shall not retain any documents or materials or copies thereof containing any such Proprietary Information. Notwithstanding the foregoing restrictions, ICO may use and disclose any information (i) to the extent required by law (including, without limitation, public meeting and public project disclosure laws) or (ii) as necessary for it to protect its interest in this Agreement, but in each case only after the Board has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

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

7. **INSURANCE.** Notwithstanding the provisions of Section 8 of this Agreement, ICO shall obtain and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to the full and final execution of this Agreement by both Parties and at any time thereafter upon the request of the Board, ICO shall furnish to the Board certificates of insurance evidencing such insurance (with all endorsements required pursuant to this Agreement). All such policies, except workers compensation and professional liability policies, shall name the Board, the District, the City, the Board's Program Manager and such other parties as the Board may designate from time to time as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. ICO shall provide a waiver of subrogation, in a form acceptable to the Board, in favor of the Board, City, District, the Program Manager and such other parties as the Board may designate from time to time with respect to the general liability, automobile liability, excess liability and worker's compensation coverage described in Exhibit D. Upon the Board's request, ICO will promptly provide the Board with a copy of any such policy of insurance. ICO shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, ICO shall indemnify, defend and hold harmless the Board, its Program Manager and sub-consultants, and any construction manager retained in connection with the Program, each Architect of Record retained in connection with the Program, and any subsidiary, parent or affiliate of the Board, including the District and City, and such other parties as the RJSCB may designate from time to time, and their respective trustees, directors, officers, Board members, agents and employees (collectively, the "Indemnitees"), from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of suit) whether direct, indirect or consequential, directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of ICO or any of its agents, employees or subcontractors; (b) any breach by ICO of any of its representations, warranties, covenants or obligations set forth in this Agreement; (c) any violation by ICO or any of its agents, employees or subcontractors of federal, state or local law, rule, code, standard or regulation; or (d) any actual or alleged injuries (including death) suffered by any of ICO's agents, employees or subcontractors, or any employees or agents of ICO's agents or subcontractors in the course of their performance or completion of any Services or upon any premises owned, leased or controlled by the Board, or any Program site, except to the extent caused by the negligence or willful misconduct of any Indemnitee.

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

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

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

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

13. **GENERAL PROVISIONS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a Party of any breach by the other Party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. This Agreement constitutes the entire agreement between ICO and the Board with respect to the subject matter hereof, and supersedes all other prior agreements, whether oral or written, between the Parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[signature page follows]

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

ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD

By _____
RJSCB Chair

ICO:
[_____]

By: _____
Name: _____
Title: _____

Approved as to Form and Correctness

Name

EXHIBIT A

SCOPE OF SERVICES

ICO shall provide the following compliance monitoring and reporting services for Phase 3 as identified in Section 1 of this Consulting Services Agreement (the "Agreement"):

1.0 SCOPE OF SERVICES

ICO shall provide compliance monitoring and reporting services for the project, and shall have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Services for the project.

ICO shall provide a full range of professional consulting services including, but not limited to, those services associated with monitoring and documenting business and workforce compliance provided by professional service firms, contractors, vendors, and suppliers and business and workforce community outreach. The specific intent of these Services is to monitor, record, and enforce compliance, compile data and submit all documentation.

ICO's staff shall:

- Cooperate with the RJSCB, Program Manager, RCSD, Architect/Engineer, Construction Manager, and Contractors.
- Provide qualified personnel.
- Perform business and workforce compliance monitoring services.
- Understand the project requirements of the diversity plan, the contract front-end documents, and the ICO's duties under the Enabling Legislation.
- Ascertain compliance with the project requirements.
- Keep records and submit reports.

Should information indicate non-compliance or failure to meet the specification requirements, ICO shall immediately notify the Executive Director, Program Manager and the applicable Professional Service firm or Contractor to determine whether remedial action is necessary.

ICO agrees to perform additional monitoring and reporting as directed when requested by the RJSCB.

2.0 DETAILED SCOPE OF SERVICES

ICO shall:

- Monitor all contracts entered into by the RJSCB;
- Develop, implement, promote, and monitor policies and procedures to utilize and provide sufficient MWBE, DBE, and SBE and skilled minority and women workforce employment resources participation opportunities that will be followed by all prime contractors and subcontractors for all Phase 3 projects;
- Review, make recommendations, and modify if necessary, the Diversity Plan established by the RJSCB pursuant to section five of the Enabling Legislation;

- Provide technical assistance to potential MWBE, DBE, and SBE contractors and subcontractors interested in bidding on any such Phase 3 projects;
- Obtain and maintain records and documentation to confirm prime contractor and subcontractor compliance with any requirements contained in the approved Diversity Plan and front-end requirements for the construction contracts, for any such project;
- Provide regular monthly reports to the RJSCB for business and workforce participation on all projects. ICO reports shall include professional service firms, contractors, vendors, and suppliers. ICO reports shall indicate current month status, overall project status to date, and each individual firm's performance;
- Identify, in regular reports to the RJSCB, all contractors in non-compliance with any such requirements or goals contained in the approved Diversity Plan or in violation of any federal, state and local laws, rules or regulations;
- Monitor and report the upward/downward price adjustment and payment amounts to MWBE, DBE, and SBE firms listed on the contractors' utilization plan for any such Phase 3 project;
- Work with the RJSCB to develop, implement and enforce penalties and/or other action against any contractors for non-compliance with the MWBE, DBE, SBE utilization goals;
- Work jointly with the Program Manager to manage any Phase 3 project to ensure that any requirements or goals contained in the approved Diversity Plan are met;
- Develop, implement, advertise, promote and monitor MWBE/DBE policies and procedures for each Phase 2 project to be followed by prime contractors and subcontractors for such projects;
- Develop, implement, advertise, promote and monitor MWBE/DBE policies and procedures for each Phase 2 project to be followed by prime contractors and subcontractors for such projects;
- Prepare annual and other reports as may be specified and required by the RJSCB;
- Develop and recommend strategies to create and coordinate efforts to ensure a more diverse workforce for projects approved for Phase 3 by the RJSCB;
- Provide monitoring and reporting of Rochester resident workforce participation;
- Meet with Rochester Building Trades' leadership on a regular basis to discuss compliance issues and workforce participation;
- Compare and verify certified payroll reports submitted by all prime contractors and subcontractors with monthly utilization reports;
- Verify payments to MWBE, DBE, and SBE subcontractors and consultants reported on monthly compliance reports;
- Coordinate all reporting through the RJSCB's Chair and Program Coordinator;
- Inform the RJSCB's Chair and Program Coordinator, the Program Manager, and the Construction Manager if a professional service firm, contractor, vendor, supplier, or other entity under contract with the RJSCB has been identified as underperforming, and recommend and implement recovery strategy for such underperformance;
- Keep records of all prime contractor requests for labor on each project;
- Monitor all professional service firms and contractors' contract values for increases which could negatively impact achievement of the business utilization goals, and work with firms to maintain the goals throughout the course of the project;
- Review front-end contract specifications relating to MWBE/DBE/SBE requirements prior to any RJSCB

bid;

- Review and verify bids and/or proposals received for compliance with project requirements/goals;
- Participate in de-scope meetings with the Program Manager, Construction Manager, Architect, and bidder(s);
- Participate in construction progress meetings as necessary to discuss compliance issues or to provide assistance/training to contractors regarding project reports;
- Make recommendations to the RJSCB for award or rejection of bids;
- Review business utilization plans submitted throughout the course of the project for compliance;
- Verify status of firms listed as SBE;
- Verify MWBE and DBE certifications with New York State;
- Verify contractor compliance with requirements set forth in the project labor agreement, if any, for Phase 3;
- Participate in RFP preparation for goods and services to be procured by the RJSCB;
- As a non-voting RJSCB Member, attend and participate in monthly committee meetings and board meetings;
- When necessary, facilitate meetings with contractors to bring resolution to compliance issues;
- Maintain complete and accurate project files for all Phase 3 projects;
- Coordinate, advertise, and manage business and community outreach sessions for business and workforce participation, project informational sessions, and training for firms that wish to participate in the project; and
- Provide project close-out report to the RJSCB for each project detailing the performance of each professional service firm and contractors' business and workforce participation.
- Payment verification;
- MWBE training and support;
- Coordination with prime contractors and subcontractors during and after bids.

3.0 SCHEDULE OF SERVICES

Please see Exhibit B – Preliminary Phase 3 Schedule

4.0 RECORDS AND REPORTS

All reports shall be formatted per direction of the RJSCB Chair. Monthly, interim and final project reports shall clearly identify each project. General information that shall be provided for all reports generated includes, but is not limited to, the following:

- Project title;
- Date/period of monitoring;
- Workforce participation summary (total hours to date for professional services and construction);
- Monthly workforce participation summary for professional services and construction (including a breakdown by ethnicity);
- Monthly workforce participation summary for construction only (including a breakdown by ethnicity);

- Business utilization summary (total dollars to date for professional services and construction), which includes Include a breakdown for each category (MBE, WBE, DBE, and SBE);
- Monthly City of Rochester resident participation summary for each project based on actual addresses (zip code); and
- Detailed report for business utilization and workforce participation for each professional service firm, vender, supplier, and contractor

5.0 DISTRIBUTION OF REPORTS

ICO shall submit reports to the RJSCB Chair and Program Coordinator for review, a minimum of 5 days prior to the monthly Board meeting.

6.0 FINAL REPORT OF COMPLIANCE

At the completion of each individual Phase 3 school project, ICO shall submit a report of compliance to the RJSCB indicating conformance with the compliance requirements for the project and shall describe non-conforming conditions not mitigated or resolved. The report shall include final business and workforce compliance data all professional service firms, contractors, vendors, and suppliers associated with the individual school project.

At the completion of all projects in Phase 3, ICO shall compile all reports into a final report of compliance for the project.

ICO shall submit the final report of compliance to the RJSCB.

7.0 COMMUNICATION

ICO shall immediately notify the professional service firm, contractor, vendor, or supplier by telephone and via e-mail of conditions failing to comply with the compliance requirements of the Contract Documents.

ICO shall immediately notify the Chair, Program Coordinator and Program Manager of conditions found to be in non-conformance with the compliance requirements of the Contract Documents. If the non-conforming condition is not corrected by the offending entity within the following month, ICO shall notify the Chair, Program Coordinator and Program Manager and issue a formal non-conformance letter to the offending entity. If the non-conformance is not corrected within 10 days of the letter, ICO shall notify the Chair, Program Coordinator and Program Manager and make any necessary recommendations for penalties.

8.0 COMMITMENT

ICO may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day.

The RJSCB expects that team members brought forward by ICO as part of the proposal process will be assigned to the project through completion of Phase 3. The RJSCB expects that ICO staff will respond in a timely manner.

9.0 BILLING PROCEDURES

9.1 **Invoicing:** ICO services as indicated herein will be reimbursed on a unit cost/hourly rate basis up to the Aggregate Payment Limit set forth in the Agreement. Additional services may be authorized, if necessary, with advance written notification from the RJSCB and approval by the Chair. ICO is to

submit invoices on a monthly basis, with the invoice indicating the job name, with the names and hourly rates of each employee, and shall include completed DP forms.

9.2 **Reimbursable Expenses**: None. Mileage expenses for local travel to job sites within the Rochester City School District are non-reimbursable expenses.

EXHIBIT B

SCHEDULE OF SERVICES AND TERM OF CONTRACT

The Independent Compliance Officer will begin work immediately upon contract award by the RJSCB, on _____, 2022.

Preliminary Phase 3 schedule:

Project Name	Design Schedule	Construction Start	Construction Complete
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EXHIBIT C

COST OF SERVICES

RSMP – Independent Compliance Officer Services

TOTAL NOT TO EXCEED PRICE PROPOSAL FOR THE ROCHESTER SCHOOLS MODERNIZATION,
INDEPENDENT COMPLIANCE OFFICER SERVICES _____.

TOTAL WRITTEN VALUE: _____ (DOLLARS)

Additional Services Hourly Rates

<u>Title</u>	<u>Hourly Rate</u>
Principal/Executive in Charge	
Compliance Monitor	
Administrative Support	
Other	
Other	

Budget Cost for items associated with four (4) outreach sessions (i.e. chairs, tables, curtains, printing materials, sound system, etc) _____.

Total written value: _____ (dollars)

EXHIBIT D

INSURANCE REQUIREMENTS

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

(a) Workers' Compensation Insurance (and such other forms of insurance which Program Provider is required by law to provide) covering all employees engaged in the Services hereunder in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.

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

(c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Services hereunder. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.

(d) Excess Liability Insurance above the amounts specified in (b) and (c) of this Exhibit "D" in the amount of five million dollars (\$5,000,000).

(e) Professional Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

Summary of Commercial General Liability Limits:

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

The Rochester Joint Schools Construction Board ("RJSCB") shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. ICO shall furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this Exhibit D. In addition, ICO shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) days' written notice of cancellation is required. ICO is responsible for the payment of all insurance premiums.

All liability policies (excluding workers compensation and professional) shall also include the following as additional insured on a primary and non-contributory basis: the architect of record (project architect); construction manager; RJSCB; City of Rochester ("city"); Rochester City School District (the "District"); Phase 3 Program Manager, and such other parties as the RJSCB may designate from time to time. A waiver of

subrogation in favor of the Architects of Record, Construction Managers, RJSCB, City, District, Phase 3 Program Manager and such other parties as the RJSCB may designate from time to time applies to General Liability, Automobile Liability, Umbrella and Worker's Compensation (GL additional insured, ongoing & completed operations, form cg2010 1185 or equivalent - to be attached to certificate). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. All policies shall include a 30-day notice of cancellation to the RJSCB by registered or certified mail, return receipt requested. Copies of all other endorsements to be attached to the certificate.

Indemnification & Hold Harmless: ICO shall indemnify, defend and save harmless the Architects of Record, Construction Managers, RJSCB, City, District, Phase 3 Program Manager and such other parties as the RJSCB may designate from time to time, and their officers, agents, and employees as set forth in section 8 of the Consulting Services Agreement between the RJSCB and ICO.

EXHIBIT E

EQUAL EMPLOYMENT OPPORTUNITY AND RSMP DIVERSITY PROGRAM

The Rochester Joint Schools Construction Board (RJSCB) recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB.

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantaged Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

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

The RJSCB is also committed to the meaningful participation of qualified minority-owned, women-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$20,000 or more, the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- Minority-Owned Business entities shall participate in a minimum of 20% of each contract or purchase order
- Women-Owned Business entities shall participate in a minimum of 7% of each contract or purchase order
- Disadvantaged Business entities shall participate in a minimum of 3% of each contract or purchase order

- Small Business entities shall participate in a minimum of 3% of each contract or purchase order

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase 3 of the RSMP and for contracts awarded in later phases of the RSMP. Any firms requiring assistance in meeting the above commitments of the RJSCB can contact the Program Coordinator of the RJSCB or the ICO.

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