



REQUEST FOR PROPOSALS

SITE SECURITY SERVICES FOR ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE 2a PROJECTS

The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program, seeks to identify firms qualified to provide Security Services for Phase 2a construction.

ISSUE DATE:

19 July 2016



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



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

REQUEST FOR PROPOSAL

Date: 19 July 2016

To: Security Service Firms

From: Rochester Joint Schools Construction Board

Project Title: Site Security Services

Send Proposal to:

Rochester Joint Schools Construction Board
1776 N. Clinton Ave.

Rochester, NY 14621

Attn: Mr. Thomas Renauto

Executive Director

Phone: (585) 512-3806;

E-mail trenauto@aol.com)

	RFP SCHEDULE	DATES
1.	RFP issued by RJSCB Executive Director.	19 July 2016
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.	26 July 2016 (Noon)
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	29 July 2016 (5:00 PM)
4.	Submittal Deadline for Request for Proposals.	4 August 2016 (2 pm)
5.	Interviews with Short Listed Service Providers (anticipated).	Week of 15 August 2016
6.	Award (anticipated).	23 August 2016

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ATTACHMENTS:

- Attachment A: Fee Submittal Form
- Attachment B: Diversity Program Forms:
 - Form DP-3: Employment Utilization Report (with Instructions)
 - Promise of Non-Discrimination
- Attachment C: Preliminary Phase 2 Schedule
- Attachment D: Proposer’s Certification of Compliance with Iran Divestment Act

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Attachment E: Consulting Services Agreement

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

- Exhibit A - Scope of Services
- Exhibit B – Schedule of Services
- Exhibit C – Service Fee
- Exhibit D – Insurance Requirements
- Exhibit E – Equal Employment Opportunity and RSMP Diversity Program
- Exhibit F – Rules of Engagement Policy (To Be Provided By Service Provider with Proposal)

1.0 PURPOSE OF REQUEST FOR PROPOSAL

The **Rochester Joint Schools Construction Board** (RJSCB), on behalf of the Rochester City School District (RCSD) and the City of Rochester, seeks the services of Security firms to ensure that vandalism is minimized during construction of the School projects during Phase 2a. Successful bidder will be required to control and monitor access into buildings, perform routine inspections and maintain daily logs of all events/occurrences on site, as well as establish protocols and procedures for contacting appropriate City of Rochester departments in response to emergency events. Full coordination with the applicable Construction Manager is also required.

The Rochester Schools Modernization Program (RSMP) is governed by the Rochester Joint Schools Construction Board (RJSCB) to modernize the Rochester City Schools. **This RFP is specific to RSMP Phase 2a only, in accordance with Chapter 533 of the Laws of New York enacted on December 17, 2014.** Although it is the intent of the RJSCB to award 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, is so desired. The services being requested under this RFP are for only the projects in the Phase 2 program.

For Phase 2, the RJSCB intends to undertake 14 projects in 13 schools for the design, reconstruction, or rehabilitation of existing school buildings for their continued use as schools by the Rochester School District (collectively, the “Phase 2 Projects”) which have been further defined as Phase 2a, Phase 2b, and Phase 2c.

The Phase 2 Act authorizes the reconstruction of up to 26 projects at a total cost not to exceed \$435M. The Phase 2 Master Plan, approved by the Board of Education, the City of Rochester and the RJSCB, submitted to the NYS Education Department and State Comptroller, includes the following schools in **Phase 2a, to which this RFP is specific:**

- Monroe High School Campus, “Part A”
- Virgil I. Grissom School, No. 7
- John Walton Spencer School, No. 16
- East High School Campus

It is anticipated that the selected firm(s) will coordinate site security needs with each Construction Manager; perform site visits and inspections; document incidents/conditions; and take appropriate actions according

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to the applicable rules of engagement policy.

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 City 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 the RJSCB/RCSDB internal departments and outside consultants, as well as successful administration of work under the direction of the Program Manager.

The successful proposer will be expected to pay NYS prevailing wage rates to its Security Guards. As an example, the New York State prevailing wage rate schedule for this project can be obtained at the following WEB link:

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1296063>

The Prevailing Rate Case number for the Monroe 2A Project is PRC# 2016006498.

2.0 DISTRICT INFORMATION

The Rochester City School District (RCSDB) 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 RCSDB serves more than 30,000 students in pre-Kindergarten through grade 12. It operates in approximately 52 buildings. The RCSDB currently employs approximately 7,500 employees. The District budget for 2015-16 is approximately \$798M.

3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION

The RJSCB was established by legislation to oversee the RSMP, which is a multi-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities.

The estimated \$1.3 billion RSMP program is expected to span approximately 15 years. Construction of Phase 1 projects began in 2012. The remaining Phase I projects (School 12 and Monroe High School) are currently under construction and are scheduled to be completed in the summer of 2016.

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

4.0 SCOPE OF SERVICES

The scope of services will include all labor, materials, equipment, supervision and management necessary to provide one unarmed uniformed security officer in a high visible patrol car continuously patrolling on the outer perimeter of the construction site per the following schedule and hourly rates [TBD] (which hourly

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rates will not be increased during the contract term):

- Weekdays: 5:00 pm till 6:00 am @ [hourly rate] (non-holiday)
- Weekends: 24 hours per day@ [hourly rate] (non-holiday)
- Holidays (as designated in 4.2 below): 24 hours per day@ [hourly rate]

These services are required to begin:

For Monroe High School on or about September 1, 2016 through August 31, 2017 (12 months)

For School 7 on or about March 1, 2017 through August 31, 2018 (17 months)

For School 16 on or about March 1, 2017 through August 31, 2018 (17 months)

For East High School on or about March 1, 2017 through May 1, 2018 (14 months) (note: while the overall construction of the East High School Project is anticipated to be over 2 years in duration, the portion of time where a security guard is required is at the beginning of the project, during the construction of the new addition only. There may come a time when this is re-evaluated in the future)

All above hourly rates include all expenses related to the patrol car, including all fuel.

Patrol hours are to be coordinated with RJSCB's designated construction manager at the project site. Hours may be modified from time to time as the need arises.

4.1 The following duties and services apply:

- Control and monitor access into the building.
- Maintain a daily log, and record all events and/or occurrences at the site.
- Establish protocols and procedures for routine security inspections of the property and all common areas of the building.
- Establish protocols and procedures for contacting appropriate City of Rochester departments to respond to emergency events at the building including but not limited to meeting with the Rochester Police Department to request extra patrols in the area.
- Provide information and updates as required by the Board or its agents.
- Provide coordination with the applicable construction manager at the site.

4.2 The following days constitute "Holidays" for purposes of this Agreement:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

5.0 RECORDS AND REPORTS

Detailed reports of each incident shall be prepared. General information to be provided for all reports generated includes the following:

- Project name and number;
- Date and time of incident;
- Name of Security Services Provider;
- Name of Personnel;
- Summary of observations, results, and recommendations;

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- Unusual conditions.

6.0 DISTRIBUTION OF REPORTS

Security Services personnel shall submit reports to the Construction Manager, Program Manager, and Owner within seven (7) hours of the incident. Legible handwritten reports may be submitted if final typed copies are not available.

7.0 CONTRACTOR RESPONSIBILITIES

Refer to Section 4, Scope of Services.

8.0 RFP REVIEW CRITERIA

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

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

9.0 PERFORMANCE CRITERIA

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

- Document quality (i.e. completeness, accuracy, coordination of disciplines);
- Flexibility to the Owner's changes;
- Adherence to the Project Schedule;
- Coordination with Project Management team and the Construction Manager.

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

10.0 SUBMITTAL REQUIREMENTS / RESPONDING TO THE RFP

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

10.1 Submission

Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the Rochester Joint Schools Construction Board located at 1776 North Clinton Avenue, Rochester, NY 14621; Attention: Mr. Thomas Renauto, Executive Director, no later than **2 pm on 4 August 2016**.

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

10.2 Statement of Qualifications

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

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

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

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- Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB;
- Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.

10.3 Sample Reports

Examples/samples of the firm’s deliverables for the following should be included in the RFP:
Incident Report.

10.4 Fee Proposal

Refer to the schedule attached for hourly rates.

10.5 Preparation Costs

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

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

11.0 INSURANCE REQUIREMENTS

11.1 Insurance Policies:

The security services contract that will be developed for the security services will have the following insurance requirements. All respondents to this RFP are presumed to be able to meet these requirements:

Commercial General Liability Limits

Per Occurrence Limit: \$ 1,000,000

General Aggregate (other than Products/Completed Operations): \$ 2,000,000

Products and Completed Operations: \$ 2,000,000

Personal and Advertising injury: \$ 1,000,000

Fire Damage Legal Liability: \$ 300,000

Medical Payments, any one person: \$ 10,000

Business Automobile:

\$1 million per
accident

Workers’ Compensation:

Statutory amount

Employer’s Liability:

\$ 500,000

Excess/Umbrella (for general aggregate and auto liability only):

\$5 million

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

All liability policies (excluding workers compensation and professional) shall also include the following as additional insured on a primary and non-contributory basis: The Rochester Joint Schools Construction Board (RJSCB), the City of Rochester, Rochester City School District, Savin Engineers, P.C., Gilbane Building Company, The County of Monroe Industrial Development Agency (COMIDA or another capital bonding agency to be named by RJSCB), and U.S. Bank National Association (or another Trustee to be named by the RJSCB).; , must be named as additional named insured on such policies as well.

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

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

11.2 Indemnification & Hold Harmless:

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

12.0 INTERVIEW/SELECTION PROCESS

Proposals will be reviewed and evaluated by a panel composed of RSMP and RJSCB staff, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time and location. It is anticipated that firms will be notified by 5:00 PM on 10 August 2016 regarding interviews, which are tentatively scheduled for the week of 15 August 2016.

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

13.0 QUESTIONS

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

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to trenauto@aol.com by Noon on 26 July 2016. Submitted questions and answers will be provided to all solicited firms via email by Addendum by 5:00 PM on 29 July 2016 barring any unforeseen circumstances.

14.0 EQUAL EMPLOYMENT OPPORTUNITY AND 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.

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

The RJSCB is committed to providing women, minorities, women and minority-owned businesses, and disadvantage businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more, shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of women, minorities, women and minority owned business and disadvantaged businesses. Those supplying construction services of \$100,000 or more shall be required to do the same. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more (and \$100, 000 or more for construction services) shall agree to comply with the following workforce diversity rules and requirements:

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

The selected firm 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

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certifications included, and timely submitted to the Independent Compliance Officer (ICO) Brian Sanvidge at 518-330-7816, for approval prior to award of contract by the RJSCB, or as a pre-condition of payment after the contract award.

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase 2 of the RSMP and for contracts awarded in Phases 2 and 3 of the RSMP.

15.0 PROCUREMENT PROCESS

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

Procurement Officer:	Mr. Thomas Renauto Executive Director Rochester Joint Schools Construction Board 1776 N Clinton Ave. Rochester, NY 14621 Phone: (585)-512-3806
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APPENDIX A

CERTIFICATION OF NON-COLLUSION IN BIDDING

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

PRINTED NAME OF AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

APPENDIX B

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

Background:

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

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

Instructions:

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

PRINTED 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 C

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

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

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

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

BY: _____
(Signature)

DATED: _____, 20 _____

APPENDIX D

FORM OF OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION

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

Address:

Name and Title of Person Submitting this Form:

Date: _____

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

(Please circle): No Yes

If yes, please answer the next questions:

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

 No Yes

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

 No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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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**

1. Hourly Rate (Weekday) \$ _____

2. Hourly Rate (Weekend) \$ _____

3. Hourly Rate (Holiday) \$ _____

Estimated Budget Breakdown by Project (For Information Only)

Group 2A Schools	Estimated Hours	Estimated Total Fee (\$)
James Monroe High School "Part A"		
Virgil I. Grissom School No. 7		
John Walton Spencer School No. 16		
East High School		
Total		

ATTACHMENT B

DIVERSITY PROGRAM (“DP”) FORMS

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

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

2. DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT

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

3. PROMISE OF NON-DISCRIMINATION

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

1. *Project:* Name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY)____/____:* Indicate the monthly period reporting on; e.g. JUL 2016. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting Contractor Name/Address/Phone No./Fax No.:* Name/address/phone/fax of reporting entity.
- 4a. *Reporting Contractor is a ()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 1st 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.; i.e. $(6a.F/(6a.M+6a.F))$

**Request for Proposal:
Security Services**

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

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

**Request for Proposal:
Security Services**

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

**Request for Proposal:
Security Services**

PROMISE OF NON-DISCRIMINATION

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

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

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

By: _____
(Signature)

Date: _____, 20 _____

Name: _____
(Print name)

Its: _____
(Print title)

ATTACHMENT C PRELIMINARY PHASE 2 SCHEDULE

Rochester Schools Phase 2: Preliminary Master Schedule Option "C.1" (Extended MCA)

Date: 2 Feb 2016
Rev: 22 Mar 2016

Candidate Schools	Swing Space	Prelim Budget	2016				2017				2018				2019				2020				2021				2022							
			Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.				
PHASE 2-A PROJECTS:																																		
MONROE CAMPUS – Part "A"	Marshall	\$26M	Design				Approvals & Bidding				Construction				See Part B Below																			
GRISSOM SCHOOL 7	Jefferson	\$24M																									Project Close Out							
SPENCER SCHOOL 16	F. Thomas/School 44	\$29M																																
EAST CAMPUS – Part "B"	Marshall (after July 2017)	\$55M																																
PHASE 2-B PROJECTS:																																		
F. THOMAS (for Sch. 25)	Not Required	\$5M					Work for School 25 (Summer)				Sch. 25 Move in 2018																							
SCHOOL Without Walls	Not Required	\$9M																																
SCHOOL 1 (Sch. 15 Relocation) Sch. 1 to Swing Space:	Sch. 6 (currently) Charlotte	\$21M																																
MONROE CAMPUS – Part "B"	Not Required	\$28M																																
EDISON CAMPUS – Part "A"	T.B.D.	\$30M (Infrastructure)																																
PHASE 2-C PROJECTS:																																		
SCHOOL 6 (Sch. 22 Relocation)	Franklin (currently)	\$27M	District CIP at Franklin																															
SCHOOL 10	School 44	\$27M																																
SCHOOL 4	Jefferson	\$28M																																
SCHOOL 2	Marshall	\$31M																																
PHASE 2-D PROJECT:																																		
SCHOOL 30 (Sch. 54 Relocation)	School 25	\$23M																																
District Wide Technology/ Capitalized Interest (Applies to all Phases)	Not Applicable	\$72M +/-																																
GRAND TOTAL		\$435M																																



**ATTACHMENT D
PROPOSER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

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

[Please Check One]

PROPOSER'S CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20____

SIGNATURE

PRINTED NAME

TITLE

FULL BUSINESS NAME

Sworn to before me this

_____ day of _____, 20____

Notary Public

ATTACHMENT E
SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT (this “*Agreement*”), entered into as of [_____] , 2016 (the “*Effective Date*”), is made by and between ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD, having an address at 1776 North Clinton Avenue, Rochester, New York 14621 (the “*Board*” and, as used in certain Exhibits, “*RJSCB*”), and [_____] , a [_____] with an address at [_____] (“*Service Provider*”). The Board and Service Provider are sometimes referred to herein individually as a “*Party*”, and collectively as the “*Parties.*”

RECITALS

A. The Board was created, pursuant to Chapter 416, Laws of New York State 2007 , as amended pursuant to Chapter 533, Laws of New York 2014 (collectively, the “*Enabling Legislation*”), to act as agent of the City of Rochester (the “*City*”) and the Rochester City School District (the “*District*”), to administer and govern the Facilities Modernization Program (the “*Program*”).

B. Service Provider is experienced in providing site security services.

C. The Board desires to retain Service Provider to provide security services in connection with the Phase 2a Projects (as defined in Section 1), and Service Provider agrees to provide such services, in accordance with the terms and conditions set forth in this Agreement.

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

1. **SERVICES.** The Board hereby retains Service Provider to provide during the Term (as defined in Section 5(a)), and Service Provider hereby agrees to provide to the Board, security monitoring and reporting and all related services in connection with the Phase 2a Projects of the Program, which services are more fully described on Exhibit A (the “*Services*”), in accordance with the terms and conditions of this Agreement. In performing the Services, Service Provider shall provide the Board with security guards (each, a “*Security Officer*”) to perform Services of the type and at the times and locations described on Exhibit A. Service Provider shall be responsible for ensuring that the designated number of Security Officers (as set forth on Exhibit A) are performing the Services at all times required pursuant to Exhibit A. As used in this Agreement, “*Phase 2*” means the portion of the Program described in the Enabling Legislation as Phase Two. As used in this Agreement, the “*Phase 2a Projects*” means the following projects included in Phase 2: Monroe High School “Part A”, School 7, School 16, and East High School Project. Unless the context requires otherwise, references in this Agreement to the “*Program*” shall be deemed to mean Phase 2 only. The Board may, from time to time, request changes in the scope of Services of Service Provider 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 Service Provider, shall be incorporated in written amendments executed by both Parties.

2. PAYMENT FOR SERVICES.

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

b. Expenses. Service Provider shall be responsible for all costs and expenses incurred by Service Provider 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 Service Provider pursuant to this Agreement for the Services shall not exceed \$[_____] (the “*Aggregate Payment Limit*”). If the Board pays to Service Provider an aggregate amount for Service Fees equal to the Aggregate Payment Limit before the Services have been completed in full then Service Provider shall continue to perform Services pursuant to and in accordance with the terms and conditions of this Agreement without further payment of Service Fees, until the Services are completed or this Agreement is otherwise terminated in accordance with Section 5.

d. Invoices and Payment. No later than the 10th day of each calendar month, Service Provider 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 the Services performed and Services Fees due Service Provider pursuant to this Agreement. The Board may, prior to making any payment under this Agreement, require Service Provider 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 Service Provider with written notice of the amount disputed, and the Board and Service Provider 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. Service Provider 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. Service Provider 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.

a. Compliance with Standards and Laws. Service Provider shall perform 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. Service Provider shall perform all Services in compliance with (i) this Agreement, (ii) Service Provider’s rules of engagement, as set forth in Exhibit F, (iii) all applicable specifications established by the Board and (iv) all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation. Service Provider shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all applicable rules, guidelines and requirements set forth in the 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. Service Provider shall submit all forms and documents (including, without limitation, DP forms), that the Board or its independent compliance officer may request in connection with the Diversity Plan. Unless otherwise directed in writing by the Board, Service Provider shall complete the Services in accordance with the schedules set forth in Exhibit A and Exhibit B. Service Provider will ensure that all Security Officers and its other employees and agents will, whenever on the Board's premises, obey all reasonable instructions and directions issued by the Board or its agents.

b. Security Officer Requirements. Each Security Officer performing the Services shall report to the Board or its designated representatives. The Board shall have the right to approve or reject any Security Officer provided by Service Provider to perform the Services. Prior to any Security Officer performing any Services, Service Provider shall provide the following to the Board with respect to each Security Officer:

- i. evidence satisfactory to the Board in its sole discretion that a background check has been conducted for such Security Officer;
- ii. evidence satisfactory to the Board in its sole discretion that such Security Officer has a valid New York State security guard license; and
- iii. evidence satisfactory to the Board in its sole discretion that such Security Officer has been adequately trained by Service Provider.

All requirements and training set forth in this Section 3(d) shall be provided at Service Provider's cost and expense.

4. PROPRIETARY RIGHTS. Service Provider agrees that all reports, records, guidelines, policies, manuals and other recorded information developed specifically in connection with the Services provided by Service Provider 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.

c. 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. Notwithstanding the foregoing, the Services with respect to any Phase 2a Project shall cease upon completion of such Phase 2a Project, or until earlier terminated as provided herein.

d. Termination. The Board may terminate this Agreement (i) immediately upon written notice to Service Provider if Service Provider breaches any of its obligations under this Agreement and fails to cure such breach within 20 days of the delivery of written notice of such breach; (ii) immediately upon written notice to Service Provider upon Service Provider's cessation of business, election to dissolve, dissolution or failure in business; and (iii) immediately upon written notice to Service Provider upon Service Provider's commission of an act of bankruptcy, general assignment for the benefit of creditors, or the filing by or against Service Provider of any petition in bankruptcy or for relief under the provisions of applicable bankruptcy laws (if, with respect to any such filing against Service Provider 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 Service Provider.

e. Obligation Upon Termination. Upon expiration or termination of this Agreement, (i) Service Provider 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 Service Provider all Service Fees that accrued prior to the termination of this Agreement, and thereafter the Board shall not be responsible for paying any Service Fees or other amounts that would have been payable after the effective date of the termination. Sections 3, 4, 5, 6, 7, 8, 10, 12 and 13 of this Agreement, and all other provisions of this Agreement which by their nature survive, shall survive any expiration or termination of this Agreement.

6. PROPRIETARY INFORMATION.

f. Definition. Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider prior to its first receipt from the Board.

g. Confidentiality Obligations. At all times during and after the Term, Service Provider 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 Service Provider's own benefit or for the benefit of any person or entity other than the Board. Upon any expiration or termination of this Agreement, or upon the request of the Board, Service Provider shall promptly deliver to the Board all of the Board's Proprietary Information, and Service Provider shall not retain any documents or materials or copies thereof containing any such Proprietary Information. Notwithstanding the foregoing restrictions, Service Provider 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.

h. Injunctive Relief. It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Service Provider of this Section 6 and that any such breach by Service Provider will cause the Board great and irreparable injury and damage. Accordingly, Service Provider 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 Service Provider 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, Service Provider shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to the full and final execution of this Agreement by both Parties, and at any time thereafter upon the request of the Board, Service Provider shall furnish

to the Board certificates of insurance evidencing such insurance (with all endorsements required pursuant to this Agreement). All such policies, except workers compensation and professional liability policies, shall name the Board, the District, the City, Savin Engineers, P.C., the program manager for Phase 2 (the "Program Manager"), Gilbane Building Company, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Service Provider shall provide a waiver of subrogation, in a form acceptable to the Board, in favor of the District, the City, the Program Manager, Gilbane Building Company, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), with respect to the general liability, automobile liability; excess liability and worker's compensation coverage described in Exhibit D. Upon the Board's request, Service Provider will promptly provide the Board with a copy of any such policy of insurance. Service Provider shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

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

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

10. INDEPENDENT CONTRACTOR. Both Parties, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of the other Party. None of the employees or agents of one Party shall be deemed or construed to be an employee or agent of the other Party for any purpose whatsoever. Neither Service Provider 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 Service Provider 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 _____
Thomas S. Richards, Chair

SERVICE PROVIDER:
[_____]

By: _____
Name: _____
Title: _____

Approved as to Form and Correctness

[Name], RJSCB Counsel

EXHIBIT A
SCOPE OF SERVICES

The scope of Services for each Phase 2a Project will include all labor, materials, equipment, supervision and management necessary to provide one unarmed uniformed Security Officer in a high visible patrol car continuously patrolling on the outer perimeter of the construction site per the following schedule and hourly rates [TBD] (which hourly rates will not be increased during the term):

- Weekdays: 5:00 pm till 6:00 am @ [hourly rate] (non-holiday)
- Weekends: 24 hours per day@ [hourly rate] (non-holiday)
- Holidays (as designated below): 24 hours per day@ [hourly rate]

These Phase 2A Project Services are required to begin
For Monroe High School on or about September 1, 2016 through August 31, 2017 (12 months)

For School 7 on or about March 1, 2017 through August 31, 2018 (17 months)

For School 16 on or about March 1, 2017 through August 31, 2018 (17 months)

For East High School on or about March 1, 2017 through May 1, 2018 (14 months) (note: while the overall construction of the East High School Project is anticipated to be over 2 years in duration, the portion of time where a security guard is required is at the beginning of the project, during the construction of the new addition only. There may come a time when this is re-evaluated in the future)

All above hourly rates include all expenses related to the patrol car, including all fuel.

Patrol hours are to be coordinated with RJSCB's designated construction manager at the project site. Hours may be modified from time to time as the need arises.

The following duties and services apply:

- Control and monitor access into the building.
- Maintain a daily log, and record all events and/or occurrences at the site.
- Establish protocols and procedures for routine security inspections of the property and all common areas of the building.
- Establish protocols and procedures for contacting appropriate City of Rochester departments to respond to emergency events at the building including but not limited to meeting with the Rochester Police Department to request extra patrols in the area.
- Provide schedule information and updates as required by the Board or its agents.
- Provide coordination with the applicable construction manager at the site.
- Provide pricing on all change requests within five (5) calendar days of issuance by the Board.

The following days constitute "Holidays" for purposes of this Agreement:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Memorial Day
- Labor Day
- Christmas Day

Invoicing: Subject to the terms of the Agreement, the Board will pay Service Provider for Services 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 notification from the RJSCB and approval by the

Executive Director. Service Provider is to submit invoices on a monthly basis, in accordance with the terms of the Agreement with the invoice indicating the project name, with the names and hourly rates of each Security Officer, and shall include completed DP forms.

Reimbursable Expenses: None. Patrol car, including all fuel expenses for local travel to job sites within the District are to be included in the hourly rate.

EXHIBIT B
SCHEDULE OF SERVICES

Anticipated Schedule for Services

For Monroe High School on or about September 1, 2016 through August 31, 2017 (12 months)

For School 7 on or about March 1, 2017 through August 31, 2018 (17 months)

For School 16 on or about March 1, 2017 through August 31, 2018 (17 months)

For East High School on or about March 1, 2017 through May 1, 2018 (14 months) (note: while the overall construction of the East High School Project is anticipated to be over 2 years in duration, the portion of time where a security guard is required is at the beginning of the project, during the construction of the new addition only. There may come a time when this is re-evaluated in the future)

EXHIBIT C
SERVICE FEES

RSMP – SECURITY SERVICES

- 1. Hourly Rate (Weekday) \$ _____

- 2. Hourly Rate (Weekend) \$ _____

- 3. Hourly Rate (Holiday) \$ _____

Estimated Budget Breakdown by Project (For Information Only)

Group 2A Schools	Fee (\$)
James Monroe High School "Part A"	
Virgil I. Grissom School No. 7	
John Walton Spencer School No. 16	
East High School	
Total	

EXHIBIT D
INSURANCE REQUIREMENTS

Service Provider shall obtain and maintain the following insurance with limits not less than those indicated as follows:

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

Summary of Commercial General Liability Limits:

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

EXHIBIT E
EQUAL EMPLOYMENT OPPORTUNITY AND RSMP DIVERSITY PROGRAM

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

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

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more, shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses. Those supplying Construction services of \$100,000 or more shall be required to do the same. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more (and \$100, 000 or more for construction services) shall agree to comply with the following workforce diversity rules and requirements:

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

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

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase 2 of the RSMP and for contracts awarded in future Phase 3 and 4 of the RSMP.

EXHIBIT F

RULES OF ENGAGEMENT POLICY (TO BE PROVIDED BY SERVICE PROVIDER)