



REQUEST FOR PROPOSAL

SECURITY SERVICES FOR SCHOOL #12

The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program seeks to identify firms qualified to provide security services for the construction phase of James P.B. Duffy School #12.

Issue Date:

September 9, 2014



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:

September 9, 2014

To:

Security Service Firms

From:

Rochester Joint Schools Construction Board

Project Title:

Security Services

Send Statement of Qualifications to:

Rochester Joint Schools Construction Board

Attn: Thomas Renauto, Executive Director

1776 N. Clinton Ave.

Rochester, NY 14621

585-512-3806

Contact:

trenauto@aol.com

	RFP SCHEDULE	DATES
1.	RFP issued by RJSCB Executive Director.	September 9, 2014
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.	September 16, 2014 (Noon)
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmg	September 18, 2014 (5pm)
4.	Submittal Deadline for Request for Proposals.	September 23, 2014 (2pm)
5.	Interviews with Short Listed Service Providers (anticipated).	September 26, 2014
6.	Award (anticipated).	October 6, 2014

Request for Proposal Security Services

INDEX

- 1.0 Purpose of Request for Proposal
 - 2.0 District Information
 - 3.0 Rochester Joint Schools Construction Board (RJSCB) Information
 - 4.0 Scope of Services
 - 5.0 Records and Reports
 - 6.0 Distribution of Reports
 - 7.0 Contractor Responsibilities
 - 8.0 RFP Review Criteria
 - 9.0 Submittal Requirements/Responding to the RFP
 - 10.0 Insurance Requirements
 - 11.0 Interview/Selection Process
 - 12.0 Questions
 - 13.0 Equal Opportunity
 - 14.0 Procurement Process
- Appendices
- Appendix A: Offerers' Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j (6) (b)
 - Appendix B: Offerers' Certification of Compliance with State Finance law §139-k (5)
 - Appendix C: Form of Offerers' Disclosure of Prior Non-Responsibility Determination
- Attachments
- Attachment A: Fee Submittal Form
 - Attachment B: Form DP-3: Monthly Employment Utilization Report
 - Form DP-3: Instructions
 - Promise of Non-Discrimination
 - Attachment C: Form of Services Agreement
 - Exhibit A - Scope of Services
 - Exhibit B - Service Provider's Rules of Engagement Policy
 - Exhibit C - Equal Opportunity
 - Exhibit D - Insurance

Request for Proposal

Security Services

1.0 PURPOSE OF REQUEST FOR PROPOSAL

The **Rochester Joint Schools Construction Board (RJSCB)** on behalf of the Rochester City School District (RCSD) seeks the services of Security firms to ensure that vandalism is minimized during construction of the School projects during Phase 1. 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.

Phase 1 of the Rochester Schools Modernization Program, which started in 2011 is governed by the Rochester Joint Schools Construction Board (RJSCB) to modernize the Rochester City Schools. Phase 1 includes twelve schools, which have been further defined as Phase 1a, and Phase 1b.

This RFP is specific to one (1) of the Phase 1b schools. The RJSCB reserves the right to issue to a security service firm specializing in a specific area, if so desired. The school for which the RJSCB is seeking security services is as follows:

- James P.B. Duffy School No. 12

It is anticipated the selected firm will provide all labor, materials, equipment, supervision and management necessary to provide services outlined in Scope of Services below.

2.0 DISTRICT INFORMATION

The Rochester City School District (RCSD) 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 RCSD serves more than 30,000 students in pre-Kindergarten through grade 12 and an additional 15,000 adult students in continuing education programs. It operates 123 centers of learning: 60 Pre-K sites, 40 primary schools, and 23 secondary schools. RCSD currently employs approximately 7,500 employees. The District budget for 2011-12 is approximately \$682,000,000.

3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION

The seven-member RJSCB was established by legislation to oversee the Rochester School Modernization Program (RSMP), which is a three-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities. This estimated \$1.2 billion program is expected to span about 15 years. Only the Phase 1 program has been approved to date and services being requested under this RFP are only for one (1) of the twelve (12) school projects in the Phase 1 program.

4.0 SCOPE OF SERVICES

4.1 Provide all labor, materials, equipment, supervision and management necessary to provide the Services per the following specifications:

Request for Proposal Security Services

School 12 Project. Provide one unarmed uniformed security officer in a high visible patrol car continuously patrolling on the outer perimeter of the School 12 construction site at 999 South Ave, Rochester, New York per the following schedule and hourly rates **[TBD]** (which hourly rates will not be increased during the Term):

- a. weekdays: 5:00 pm till 6:00 am @ [hourly rate] (non-holiday)
- b. weekends: 24 hours per day@ [hourly rate] (non-holiday)
- c. holidays (as designated below): 24 hours per day@ [hourly rate]
- d. these services are required to begin on or about October 13, 2014 through August 31, 2016

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.

4.2 The following duties and services apply:

1. Control and monitor access into the building.
2. Maintain a daily log, and record all events and/or occurrences at the site.
3. 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.
4. Establish protocols and procedures for routine security inspections of the property and all common areas of the building.
5. Provide schedule information and updates as required by the Board or its agents.
6. Provide coordination with the applicable construction manager at the site.
7. Provide pricing on all change requests within five calendar days of issuance by the Board.

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

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Request for Proposal Security Services

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:

1. Project name and number
2. Date and time of incident.
3. Name of Security Services Provider
4. Name of Personnel
5. Summary of observations, results, and recommendations
6. 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 #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):

1. Relevant security services experience over the past 10 years.
2. Location of business operations for team members in the greater Rochester area.
3. If partnering with another firm or consultant, whether the team members have worked together on previous projects.
4. Specific team members assigned to the project along with their professional background, experience and qualifications.
5. References received on behalf of the firm as well as for the individual project team members.
6. 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.
7. Ability to meet the goals set forth in the Preliminary Diversity Plan.

Request for Proposal Security Services

Performance Criteria:

- 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

The RJSCB, with its Program Manager (Gilbane/Savin), 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 Section 13 of this RFP.** Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

9.0 SUBMITTAL REQUIREMENTS/RESPONDING TO THE RFP

9.1 E-Mail Indicating Interest. Service Providers who intend to respond to this RFP are requested to notify the RJSCB's Executive Director by sending an e-mail to: trenauto@aol.com with the RFP name in the subject line. Please indicate the name, address, telephone, fax number, and e-mail address of the Service Provider (firm) and contact person.

9.2 Submission. Submit five (5) copies of all requested information in paper to the offices of the Rochester Joint Schools Construction Board located at 1776 N Clinton Ave., Rochester, NY 14621; Attention: Tom Renauto, Executive Director no later than 2 o'clock P. M. on **September 23, 2014.**

9.2.2 All of the aforementioned scope of services shall be required of the selected and assigned firm.

9.2.3 Unit prices for services are to be submitted on the enclosed Bid Form Attachment A.

9.3 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.

1. Name of Proposer
2. Permanent Main Office Address
3. Date of Organization

Request for Proposal Security Services

4. Legal form of ownership. If a corporation or other entity, date and jurisdiction of incorporation or formation
5. How many years have you been engaged in the services you provide under your 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 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.
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.

9.4 Sample Reports. Examples/samples of the firm's deliverables for the following should be included in the RFP: Incident Report.

9.5 Fee Proposal. Refer to the schedule attached for hourly rates.

9.6 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).

10.0 INSURANCE REQUIREMENTS

10.1 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:

**Request for Proposal
Security Services**

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: \$500,000.00

Excess/Umbrella (for general aggregate and auto liability only): \$5 million

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) Days' Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums. The RJSCB, The City of Rochester, Rochester City School District, Gilbane Building Company and Savin Engineers, P.C., the Architect, the Construction Manager, The County of Monroe Industrial Development Agency (COMIDA), and U.S. Bank National Association (the Trustee), must be named as additional named insureds on such policies as well.

10.2 Indemnification & Hold Harmless:

The selected service provider will be required to indemnify, defend and hold harmless the RJSCB, Gilbane Building Company, Savin Engineers, P. C., the Architect, the Construction Manager, the Rochester City School District, the City of Rochester, The County of Monroe Industrial Development Agency (COMIDA), and U.S. Bank National Association, and their respective trustees, directors, officers, Board members, agents and employees, 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 the service provider of any of its representations, warranties, covenants or obligations set forth in the Services Agreement; or (c) any actual or alleged injuries (including death) suffered by any of the service provider's agents, employees or subcontractors (including, without limitation, any security guard), 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

Request for Proposal Security Services

the RJSCB, or any Program or Project site, except to the extent caused by the negligence or willful misconduct of any indemnitee.

11.0 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 o'clock p.m. on Wednesday, September 24, 2014 regarding interviews, which are scheduled for Friday, September 26, 2014.

After the interviews have taken place, the selected firm will be contacted regarding contract execution. Final selection of the firm is expected to occur at the RJSCB meeting on Monday, October 6, 2014.

12.0 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 Tuesday, September 16, 2014. Submitted questions and answers will be provided to all solicited firms via email by Addendum by 5 pm on Thursday, September 18, 2014 barring any unforeseen circumstances.

13.0 EQUAL OPPORTUNITY

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 Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the

Request for Proposal Security Services

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: 20% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- Female Workforce: 6.9% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase I of the RSMP and for contracts awarded in Phases II and III of the RSMP. Any firms requiring assistance in meeting the above commitments of the RJSCB can contact the Independent Compliance Officer (ICO) Mr. Brian Sanvidge at 518-330-7816.

14.0 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.

Procurement Officer:

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

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:

BID FORM

1. Hourly Rate (Week Day) \$ _____.
2. Hourly Rate (Weekend) \$ _____.
3. Hourly Rate (Holiday) \$ _____.

ATTACHMENT B:

DP FORMS

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. Submitter is a () 1st Tier - or - (X) Lower Tier Contractor

4b. If a lower tier contractor, with whom you are in contract: _____

Project Goals : Minority - 20% Women - 6.9 %

5. POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black <i>not of Hispanic Origin</i> (Hours)		6c. Hispanic (Hours)		6d. Asian/ Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total No. of Employees		10. Total No. 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 Printed Name and Title

12. Reporting Company Official's Signature

13. Date Signed

___ / ___ / ___

14. Page

___ of ___

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, 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.

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: _____ Date: _____, 20____
(Sign)

Name: _____
(Print name)

Its: _____
(Print title)

ATTACHMENT C:

**FORM OF
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (this ***“Agreement”***), entered into as of _____, 2014 (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 [**CONTRACTOR NAME HERE**], a [JURISDICTION AND TYPE OF ENTITY] with an address at [**CONTRACTOR ADDRESS HERE**] (***“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 (the ***“Enabling Legislation”***), to act as agent of the City of Rochester and the Rochester City School District, to administer and govern the Facilities Modernization Program (the ***“Program”***).

B. Service Provider is experienced in providing security services.

C. The Board desires to retain Service Provider, directly, to provide security services in connection with the School 12 Project (the ***“Project”***), 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. Services to be Performed.** The Board hereby retains Service Provider to provide during the Term (as defined in Section 5(a)), and Service Provider hereby agrees to provide the Board with security guards (each, a ***“Security Guard”***) to perform services of the type and at the times and locations described on Exhibit A (the ***“Services”***), in accordance with the terms and conditions of this Agreement. The Service Provider shall be responsible for ensuring that the designated number and type (armed or unarmed) of Security Guards (as set forth on Exhibit A) are performing the Services at all times required pursuant to Exhibit A. The Board may, from time to time, request changes in the scope of Services of Service Provider to be performed; provided, however, that the Board, in its sole discretion, may at any time, on [five days] prior written notice to Service Provider, terminate the Services for any one or more of the Projects. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2(b)) which are mutually agreed upon by and between the Board and Service Provider (or directed by the Board in the case of termination of Services for any Project), shall be incorporated in written amendments executed by both Parties.

2. Payment for Services.

- a. Fees. During the Term, the Board agrees to pay Service Provider for Services performed, fees at the hourly rates (as applicable to the respective Projects) described on Exhibit A for each Security Guard (collectively, the “**Fees**”).
- b. Limitations. Notwithstanding anything in this Agreement to the contrary, unless otherwise approved by the Board in writing, the aggregate amount of Fees payable during the Term by the Board to Service Provider pursuant to this Agreement for all Services for all Projects shall not exceed [Total Contract Amount] (the “**Aggregate Payment Limit**”).
- c. Costs and Expenses. Service Provider shall be responsible for all costs and expenses incurred by Service Provider in connection with the Services
- d. Invoices and Payment. No later than the tenth 10th day of each calendar month, Service Provider shall submit to the Board an invoice (an “**Invoice**”) for each Project for Fees for Services attributable to such Project for 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 by each Security Guard in connection with the Project to which such Invoice relates, and amounts 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, by Project, the Services performed and the amount of Fees charged hereunder, included daily logs outlining the Services performed and the time spent, by Security Guard, 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 Provider's Obligations.

- a. Location. The Service Provider shall perform all Services on the locations designated on Exhibit A. Service Provider will ensure that all Security Guards 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. Reports. Service Provider shall provide all reports and other information as may be required from time to time in connection with the Services.
- c. Compliance with Standards and Laws. Service Provider agrees to perform and complete the Services with the degree of skill and care observed by professionals performing the same or similar work and by following and applying at all times the highest professional and technical guidelines and standards. All Services will be performed by Service Provider in compliance with all applicable specifications established by the Board and Service Provider ("**Specifications**") including, without limitation, Service Provider's rules of engagement policies, a copy of which is attached hereto as Exhibit B, and with all applicable statutes, acts, ordinances, laws, rules, regulations, licenses, permits, 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 rules, guidelines and requirements set forth in the Program's diversity plan (as generally described in Exhibit C) including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such diversity requirements. Service Provider shall submit all forms and documents (including, without limitation, DDP forms), that the Board or its independent compliance officer may request in connection with such diversity requirements.
- d. Security Guard Requirements. Each Security Guard performing the Services shall report to the Board's designated construction manager for the applicable Project (as set forth on Exhibit A), as the Board's designated representatives. The Board shall have the right to approve or reject any Security Guard provided by the Service Provider to perform the Services. Prior to any Security Guard performing any Services, the Service Provider shall provide the following to the Board with respect to each Security Guard:
 - i. evidence satisfactory to the Board in its sole discretion that a background check has been conducted for such Security Guard;
 - ii. evidence satisfactory to the Board in its sole discretion that such Security Guard has a valid New York State security guard license; and
 - iii. evidence satisfactory to the Board in its sole discretion that such Security Guard has been adequately trained by Service Provider.

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

- e. Personnel and Equipment; Licenses. Service Provider represents and warrants that Service Provider has, and, during the Term, Service Provider shall provide (at Service Provider's cost and expense), all expertise, know-how, personnel, equipment, and other licenses and permits necessary to perform the Services in accordance with this Agreement.

- 4. **Warranties.** Service Provider represents and warrants to the Board that it will provide all Services in a professional and workmanlike manner using properly trained, licensed and qualified individuals, and in accordance with (a) industry standards applicable to the performance of such Services, (b) all Specifications for such Services and (c) this Agreement, including, without limitation, Section 3.

5. **Term and Termination.**

- a. Term. This term of this Agreement (the "**Term**") shall commence on October 13, 2014 and shall end on August 31, 2016, unless sooner terminated pursuant to the provisions of this Section 5. Notwithstanding the foregoing, the Services with respect any Project shall cease upon completion of such Project, or at such earlier time as the Board may direct pursuant to Section 1(a). Without limiting such right of the Board to terminate the Services for any Project pursuant to this Agreement, the Parties acknowledge that the Services with respect to all Projects are expected to be completed on or before August 31, 2016.
- b. 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 a 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.
- c. Obligations Upon Termination. Upon expiration or termination of this Agreement, (i) Service Provider shall promptly return to the Board all computer programs, files, documentation, media, related material and any other material that is owned by the Board or that contains Confidential Information of the Board; and (ii) the Board will pay to Service Provider all Fees for Services performed prior to the termination of this Agreement, and thereafter the Board shall not be responsible for paying any Fees that

would have been payable after the effective date of the termination. Sections 5, 6, 7, 8, 10 and 11 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. 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.
- b. 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 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.
- c. 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 obtain and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to commencement of the Services and at any time thereafter upon the request of the Board, Service Provider shall furnish to the Board certificates of insurance evidencing such insurance. All such policies, except workers compensation, shall name the Rochester Joint Schools Construction Board, Gilbane Building Company, Savin Engineers, P. C. the Architect, the Construction Manager, the Rochester City School District, the City of Rochester, The County of Monroe Industrial Development Agency (COMIDA), and U.S. Bank National Association, 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. 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, Gilbane Building Company, Savin Engineers, P. C., the Architect, the Construction Manager, the Rochester City School District, the City of Rochester, The County of Monroe Industrial Development Agency (COMIDA), and U.S. Bank National Association, 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) 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 (including, without limitation, any Security Guard), 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, or any Program or Project site, except to the extent caused by the negligence or willful misconduct of any Indemnitee.
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 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. Neither Service Provider nor any of Service Provider's employees or agents (including any Security Guard) shall be deemed or construed to be an employee or agent of the Board for any purpose whatsoever. Neither Party will assume any liability or responsibility for any injury (including death) to any person or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other Party. Service Provider is and will at all times remain an independent contractor. Service Provider agrees to indemnify and holds harmless the Board 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 any determination or allegation that Service Provider or any of its agents, employees or subcontractors is an employee of the Board.
11. **Benefits; Employment Taxes; Insurance.** Service Provider will be solely responsible for: (a) paying all salaries, wages, benefits and other compensation which Service Provider's agents, employees and/or subcontractors may be entitled to receive in connection with performing and completing any of the Services; and (b) withholding and paying all applicable payroll taxes and contributions (including, without limitation, federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance) with respect to Service Provider's agents, employees and subcontractors.
12. **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.
13. **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.

14. **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 _____

Chair

[Contractor]

By: _____

Name: _____

Title: _____

Exhibit A

SCOPE OF SERVICES

Provide all labor, materials, equipment, supervision and management necessary to provide the Services per the following specifications:

1. **School 12 Project**. Provide one unarmed uniformed security officer in a high visible patrol car continuously patrolling on the outer perimeter of the School 12 construction site at 999 South Avenue, Rochester, New York per the following schedule and hourly rates (which hourly rates will not be increased during the Term):
 - a. weekdays: Approx. 5:00 pm till 6:00 am @ [hourly rate] (non-holiday)
 - b. weekends: 24 hours per day@ [hourly rate] (non-holiday)
 - c. holidays (as designated below): 24 hours per day@ [hourly rate]
 - d. these services are required to begin on or about October 13, 2014 through August 31, 2016

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

Patrol hours are to be coordinated with the Board'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 to all Projects:

1. Control and monitor access into the building.
2. Maintain a daily log, and record all events and/or occurrences at the site.
3. 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.
4. Establish protocols and procedures for routine security inspections of the property and all common areas of the building.
5. Provide schedule information and updates as required by the Board or its agents.
6. Provide coordination with the applicable construction manager at each site.
7. Provide pricing on all change requests within five calendar days of issuance by the Board.

4.3 The following days constitute “Holidays” for purposes of this Agreement:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Exhibit B

SERVICE PROVIDER'S RULES OF ENGAGEMENT POLICIES

See attached.

[to be provided]

Exhibit C

EQUAL OPPORTUNITY

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 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 \$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: 20% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- Female Workforce: 6.9% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase I of the RSMP and for contracts awarded in Phases II and III of the RSMP. Any firms requiring assistance in meeting the above commitments of the RJSCB can contact the Independent Compliance Officer (ICO) Mr. Brian Sanvidge at 518-330-7816.

Exhibit D

INSURANCE

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

(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).