

REQUEST FOR QUALIFICATIONS

ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE 3

PROGRAM MANAGEMENT SERVICES

Prepared by
Rochester Joint Schools Construction
Board

January 3, 2022

**PROGRAM MANAGEMENT
REQUEST FOR QUALIFICATIONS**

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PROGRAM MANAGEMENT REQUEST FOR QUALIFICATIONS

This Request for Qualifications (“RFQ”), issued by the Rochester Joint Schools Construction Board (“RJSCB” or “Board”), seeks Statement of Qualifications (“SOQ”) from qualified firms or joint ventures (“Proposers”) interested in serving as Program Manager to plan and execute Phase 3 of the Rochester Schools Modernization Program (“RSMP” or the “Program”) of the Rochester City School District (the “District” or “RCSD”) and the City of Rochester (“City”). Phase 3 of the RSMP includes up to 12 RCSD schools up to a total cost of \$475 million. Hard construction costs are expected to be approximately \$350 million.

The Program Manager shall execute and manage Phase 3 of the Program on behalf of the RJSCB and shall report directly to the RJSCB. The required program management services are more fully described herein and in the Request for Proposals (“RFP”) attached hereto as **Exhibit 1**. The term of the engagement of the Program Manager shall be five years or the earlier completion of the Phase 3 projects.

The RJSCB is the governing entity of the Program, created by New York State Legislation (Chapter 416, Laws of New York State 2007), as amended in June of 2014 to provide for Phase 2 of the Program, and as further amended in November 2021 to provide for Phase 3 of the Program (the “Enabling Legislation”), to act as agent of the City and the District, and to manage the overall financing and construction of the Program. The Program Manager shall execute and manage Phase 3 of the overall Program on behalf of the RJSCB and shall report directly to the RJSCB. The Program Manager shall provide the RJSCB with master planning, preconstruction and construction administration services throughout Phase 3. The Program Manager shall oversee and manage professional services and construction contracts entered into with the RJSCB for Phase 3 projects. This RFQ is only related to Phase 3 of the RSMP and selection as Program Manager for Phase 3 in no way suggests or guarantees continued contracts through the future phases.

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

This RFQ will be the mechanism for establishing a short list of highly qualified program management firms with the general capability (quality, financial and management), capacity and experience necessary to successfully undertake and complete scope of program manager services for Phase 3 of the RSMP. At the RJSCB’s discretion, up to five (5) firms may be short listed.

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

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

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what to submit, the evaluation factors, the objectives and requirements for evaluation and the evaluation rating guidelines for the RFP step of the procurement.

Please note: For the RFP process, individuals/firms will be required to submit the names and resumes of all professionals and all sub-consultants to be assigned to the project and to identify the project manager or lead who will be the RJSCB's point of contact. This information is not required for this RFQ.

1. QUALIFICATIONS

The Program Manager shall have experience in planning, designing, constructing and or reconstructing existing K-12 public school buildings, as well as public facilities, commercial facilities, and/or infrastructure facilities. The Program Manager shall also have experience in the negotiation and management of labor contracts and agreements, training programs, educational programs, and physical technological requirements for educational programs. The Program Manager will oversee all projects undertaken pursuant to the direction of the RJSCB under the RSMP as authorized by New York State law.

The Program Manager shall have experience in educational facility strategic planning, educational facility programming, educational facilities master planning, design development, base cost estimating, community programming and planning (including public input sessions and community liaison services), administration of public entities, public ethics compliance, knowledge of minority and women-owned business enterprise ("MWBE"), disadvantaged business enterprise ("DBE"), and small business enterprise ("SBE") requirements and New York State Public Officers Law, public entity administration and the competitive bidding requirement of New York General Municipal Law.

2. SCOPE

The RJSCB is seeking an independent Program Management firm that will be hired by and report directly to the RJSCB. The Program Manager will represent the RJSCB's interests and act as the RJSCB's representative and agent throughout Phase 3 of the Program. The Program Manager shall collaborate with RJSCB's consultants and professional service providers, as well as the District, in the selection, management, and construction of projects to modernize up to 12 RCSD school buildings.

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

1. Develop and implement standard project procedures to deliver the overall Phase 3 Program and for the individual projects undertaken and contracted for by the RJSCB, including the use of a web-based project management system and a Program Procedures manual;
2. Review plans and specifications for the individual projects;
3. Have a firm understanding of the overall Program and the individual projects within Phase 3 of the Program;

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4. Have a firm understanding of the District standards for products, materials, and design; oversee architect/engineer adherence to those standards;
5. Develop standardized front-end specifications for the individual projects;
6. Develop and implement policies and procedures to provide sufficient skilled employees for the projects including developing and implementing training programs, if required;
7. Oversee all projects undertaken pursuant to and in accordance with the requirements of the Enabling Legislation and all applicable federal, state and local laws, rules, and regulations;
8. Interface with District staff, City staff, and the Master Plan Architect to develop a Phase 3 Master Plan and administer Phase 3 of the Program on behalf of the RJSCB including: a master strategic plan to include education planning, community needs assessments and enrollment projections; building assessments, test fits, and school selection recommendations; and base cost estimates including Maximum Cost Allowance (“MCA”) projections;
9. Assist the District with soliciting public input from the community for the Phase 3 Master Plan, including communications and public relations, public meetings, responding to community inquiries, providing feedback and other interface with the community-at-large and community leaders as necessary;
10. Develop and maintain a website to provide overall Program and specific project updates as well as receipt of community inquiries to specific projects and the overall program;
11. Facilitate the approval of the Master Plan and subsequent individual project designs by the District’s Board of Education (“BOE”) and the New York State Education Department (“SED”); serve as liaison between the RJSCB and other government offices including managing formal SED reviews (documents, meetings, information flow);
12. Collaborate with the Phase 3 Independent Compliance Officer (“ICO”) to update the existing Phase 2 Diversity Plan for Business Utilization and Workforce Participation (Note: the RJSCB will be contracting with an ICO for Phase 3 through a separate procurement process);
13. Work with the ICO to identify MWBE/DBE/SBE firms and to recommend strategies to expand opportunities for MWBE/DBE/SBE participation;
14. Advise the Board on issues related to program insurance based on experience utilizing coverage such as Owner Controller Insurance Program (“OCIP”) or Contractor Controlled Insurance Program (“CCIP”) vs. traditional insurance coverage;
15. Provide Interdisciplinary Document Coordination Review (“IDC”) services for all projects in Phase 3;
16. Provide oversight of professional services contracts entered into with the RJSCB for Phase 3 projects;
17. Prepare monthly reports on progress against RJSCB-approved performance metrics to include but not be limited to: schedule, financial performance, design and construction issues and other requested information;

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18. Manage the overall Phase 3 Project schedule, and all costs and budgets for individual projects in Phase 3 including the “local share” costs to ensure the Phase 3 building projects meet RJSCB-approved time and budget targets;
19. Generate Phase 3 master project budget and provide monthly budget versus actual cost reports for all individual projects;
20. Prepare and document guidelines for Phase 3 Program incidental costs within the maximum incidental cost allowance determined by SED;
21. Assist and support the RJSCB in obtaining its financing for Phase 3, pursuant to the District’s financing plan with estimates of total costs to be financed, method of financing, terms and conditions of the financing, the submission of reports and other information as requested to SED and the State Comptroller, and other financing provisions described in the Enabling Legislation;
22. Review and approve the individual project schedules;
23. Review and approve payment schedules and payments to contractors and professional service firms;
24. Schedule/Plan for procurement (RFQ, RFP, bids, etc.) and provide support to the RJSCB with regard to its procurement process;
25. Review proposals and bids, and make recommendations for contract awards;
26. Advise and recommend the best contracting plan for delivering the individual projects;
27. Provide community liaison services and presentation of schematic designs and design development updates for each school to the community served by that school. It is anticipated that a minimum of three (3) public forum meetings will be held per individual school project – at kick-off/start of program verification; completion of schematic design; and at final Construction Documents. If there are major changes in the direction or planning for a project additional meetings may be required at no additional cost to the Program;
28. Implement procedures for verification that all work for which payment has been requested has been satisfactorily completed;
29. Minimize disruptions to ongoing school operations;
30. Work with the District to identify swing space locations, test fits, and coordination of moves;
31. Coordinate with District Facilities Department and other internal departments (such as Security, Instructional Management and Technology, Food Service, Transportation, Teaching and Learning, etc.) during planning, design, and through construction and close-out of individual projects;
32. Manage the scope, schedule, budget, quality, communications, risk management and public relations components of Phase 3 the Program;
33. Oversight of the architecture/engineering for each project. This will require collection of information, regular meetings and coordination of efforts of all associated participants for the successful completion of each project. The Program Manager is responsible for

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the budget and schedule of each project and will verify that the District's programmatic and facilities needs are being addressed through the design. The Program Manager shall be intimately involved in each individual project. The Program Manager is responsible for the successful completion of each project.

34. Assist the RJSCB in preparation of and administer RFQ/RFP documents in the selection and hiring of design and construction professionals, including but not limited to architects, engineers, interior designers, construction managers, specialists in hazardous materials and other specialty designers, and technology and any other professional services required for Phase 3 the Program;
35. Evaluating RFQ/RFP responses and make recommendations to RJSCB regarding the hiring of other professional service consultants for Phase 3 of the Program;
36. Recommending to RJSCB a contracting plan to use single general contractors or multiple prime contractors for each individual project;
37. Oversight of the construction managers and prime contractors/subcontractors to ensure compliance with construction schedules, budgets, and Program requirements;
38. Managing the Phase 3 insurance and bonds submissions, approvals, and update compliance throughout the duration of Phase 3;
39. Make a recommendation on establishing a Safety and Health Partnership Agreement with OSHA for Phase 3 and if appropriate establish and administer the agreement;
40. Monitor contract compliance;
41. Support the RJSCB in negotiating a Project Labor Agreement ("PLA") with local building trade unions;
42. Assist with administration of the PLA and resolving jurisdictional issues and other workforce/labor relations issues; create procedures for monitoring and enforcing stipulations in the PLA;
43. Recommend retention of any needed third-party consultants or specialty firms, and coordinate their work;
44. Prepare annual and other reports as may be specified and required by the RJSCB and the Enabling Legislation;
45. Manage all accounting/reporting details of individual projects as well as the overall Phase 3 Program;
46. Provide liability insurance support services in order to assist the RJSCB in monitoring and processing insurance coverage and claims from Phase 3 inception through completion;
47. Oversee individual project close-out process and coordinate with SED regarding State Building Aid reimbursement;
48. Provide an update for the District at the conclusion of each school project to include "as-built" construction documents. The District is to be provided with a full-size reproduction set of documents, a complete set of electronic documents, as well as three copies of owner's manuals and operational documents;

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49. All new construction, modifications, alterations, demolition, and site improvements are required to comply with all applicable laws, codes, and regulations. All areas affected by the stated work of this Program must meet stipulations of the American with Disabilities Act (“ADA”), SED, including the Manual of Planning Standards for School Buildings, Building Codes of New York State, adherence to District building standards and procedures, all applicable labor, education and school laws, including Part 155.5, which provides stipulations for schools under construction while occupied by students. The Program Manager shall verify that each project architect has met its contractual responsibility with respect to the plans and specifications for each project; and
50. Otherwise support, assist and undertake such tasks, studies, reviews, and other duties as requested by the RJSCB to implement Phase 3 of the RSMP, as requested from time to time by the RJSCB.

PLEASE NOTE: *The Program Manager, and its affiliates or subsidiaries, if any, shall be prohibited from awarding contracts or being awarded contracts for, or performing work as an Architect/Engineer or Construction Contractor on, projects undertaken under the RSMP.*

3. RCSD Overview

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

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

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

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

Although there is more capacity in schools than in recent history, rooms are currently being utilized in a number of useful ways to improve instruction and accommodate different demands placed on schools. These demands include maintaining low class size, providing pre-K classrooms, creating labs for computers and other technologies, expanding Special Education rooms to full-size and providing space for school-based health centers and Student and Family Support Centers. All of these measures help to improve the overall delivery of a quality instructional program and a quality learning environment.

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While the District has been able to reduce overcrowding in some schools and create smaller learning communities in others, the District fully recognizes the need to reduce the overall number of facilities that it operates. The RSMP will serve as additional impetus to identify schools that can be removed from the District inventory in the future. The Program Manager shall assist the District in the design of the plan to right-size the District including the consolidation, closing and disposition of the District's facilities upon completion of this projected multi-phase Program.

Phase 2 of the RSMP is approximately 100% complete at this time. Projects at the following schools have been completed or substantially completed to date: Virgil Grissom School No. 7; J.W. Spencer School No. 16; Monroe High School; Children's School of Rochester School No. 15; Dr. Freddie Thomas Learning Center; School Without Walls; Clara Barton School No. 2; Dr. Walter Cooper Academy School No. 10; East High School; George Mather Forbes School No. 4; Flower City School No. 54; Abraham Lincoln School No. 22; and Edison Technology Campus. It is anticipated that several of the buildings included in Phase 2 will have another project in Phase 3.

4. SUBMISSION INFORMATION

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

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

SOQ submissions must be submitted as stipulated above to:

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

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

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

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

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

5. REQUIREMENTS/FORMAT

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

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

- a. Provide a summary of experience you have with the subject scope of work. Identify specific qualifications that you believe especially qualify you or your firm to perform this work.
- b. Provide a brief history and description of the individual/firm including a presentation of qualifications, limited to not more than ten pages, exclusive of resumes and other forms.
- c. Identify all similar engagements that you have performed within New York State and the dates you provided same
- d. Provide a description (including size and complexity), location, date of completion and client contact person regarding services carried out by you or your firm within the last five years that are comparable in scope to the proposed project.
- e. Provide contact information for at least three references for which you or your firm has provided services comparable to the scope of the services set forth in Section 2.
- f. Disclose actual or potential conflicts of interest to accepting an award of a contract with the RJSCB, and if a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the individual/firm.
- g. Describe any recommendations or suggestions above and beyond the requirements listed in the RFQ.
- h. Provide a list of projects the firm has worked on which have included diversity requirements.
- i. Provide data on MWBE, DBE and SBE participation goals and achievement in previous projects.
- j. Provide a list of projects the firm has worked on which included local hiring requirements.
- k. For the projects listed in item j, provide data on local hiring participation goals and achievement in previous projects.

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6. COMMUNICATIONS/CORRESPONDENCE

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

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

7. QUESTIONS

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

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

A virtual pre-Submission conference will be held on January 26, 2022 at 1:00 p.m. (EDT). Contact Allen K. Williams via email at awilliams@rjscb.org by January 25, 2022 at 10 a.m. with the name(s) of those who will be participating in the virtual conference. Attendance at this conference is not mandatory.

8. TIME FRAME / KEY DATES

The following timeline is subject to change by the RJSCB.

EVENT	DATE
Issue RFQ	January 3, 2022
Individuals/Firms confirm interest in submitting a SOQ	January 17, 2022
RFQ Clarification Questions Due	January 17, 2022 by 4 p.m. EDT
RFQ Clarification Answers Provided	January 24, 2022
Pre-Submission Conference Attendance Notification Due	January 25, 2022 by 10 a.m. EDT
Pre-Submission Conference (non-mandatory)	January 26, 2022 at 1 p.m. EDT
Deadline for receipt of RFQ Responses	February 2, 2022 by 2 p.m. EDT
Announcement of Short List	February 16, 2022
Individual/Firms Confirm Interest in Submitting Proposal	March 1, 2022
RFP Clarification Questions Due	March 1, 2022 by 4 p.m.
RFP Clarification Answers Provided	March 8, 2022
Deadline for receipt of RFP Responses	March 14, 2022 by 2 p.m. EDT

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Interviews with Short Listed Firms	Week of March 21, 2022
Contract Award (anticipated)	April 4, 2022

9. SELECTION PROCESS/REVIEW TEAM

The final selection of the Program Manager is subject to the approval of: the Mayor of the City of Rochester, the Rochester City Council, the Board of Education, and the Superintendent of the RCSD. SOQ submissions will be reviewed and scored by a committee formed by the RJSCB. The committee may include members of the RJSCB, the City of Rochester, and the RCSD. Results of the scoring will not be made public.

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

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

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

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

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

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

10. RESTRICTED PERIOD

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

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

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

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

11. EQUAL OPPORTUNITY

The RJSCB recognizes the need to take action to ensure that minority, women-owned, disadvantaged and small business enterprises and minority, women and disadvantaged employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. The Program Manager will be expected to meet or exceed the requirements for MWBE, DBE and SBE participation as set by the RJSCB.

Each individual/firm for this undertaking should acknowledge its understanding and support of the diversity policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, subcontractors, subconsultants and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment and contract opportunities without discrimination.

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12. CONDITIONS OF RFQ AND CONTRACTUAL INTENT

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

13. RJSCB OWNERSHIP OF SOQ SUBMISSIONS

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

14. REJECTION OF SOQ SUBMISSIONS

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

15. CANCELLATION OR AMENDMENT OF RFQ

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

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16. COSTS

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

17. INSURANCE/INDEMNIFICATION REQUIREMENTS

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

18. NOTIFICATION OF FIRMS ON THE SHORT LIST

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

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APPENDIX A

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

Background:

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

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

Instructions:

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

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

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

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

**PROGRAM MANAGEMENT
REQUEST FOR QUALIFICATIONS**

APPENDIX B

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

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

BY

*LEGAL NAME OF FIRM
OR CORPORATION

AUTHORIZED
SIGNATURE

ADDRESS

TYPED NAME OF
AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

**PROGRAM MANAGEMENT
REQUEST FOR QUALIFICATIONS**

APPENDIX C

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

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

Address:

Name and Title of Person Submitting this Form:

Date:

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

No

Yes

If yes, please answer the next questions:

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

No

Yes

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

No

Yes

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

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

**PROGRAM MANAGEMENT
REQUEST FOR QUALIFICATIONS**

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below:

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____

**PROGRAM MANAGEMENT
REQUEST FOR QUALIFICATIONS**

EXHIBIT 1

REQUEST FOR PROPOSALS FOR PROGRAM MANAGER SERVICES

[Attached]

REQUEST FOR PROPOSALS

ROCHESTER SCHOOLS
MODERNIZATION PROGRAM
PHASE 3

PROGRAM MANAGEMENT
SERVICES

Prepared by
Rochester Joint Schools Construction
Board

January 3, 2022

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1. **Introduction**

By this Request for Proposals (“RFP”), the Rochester Joint Schools Construction Board (“RJSCB” or “Board”) seeks to identify a qualified firm or joint venture to serve as Program Manager to plan and execute Phase 3 of the Rochester Schools Modernization Program (“RSMP” or the “Program”) of the Rochester City School District (the “District”) and the City of Rochester (“City”).

The RJSCB is the governing entity of the Program, created by New York State Legislation (Chapter 416, Laws of New York State 2007), as amended in June of 2014 to provide for Phase 2 of the Program, and as further amended in November 2021 to provide for Phase 3 of the Program (the “Enabling Legislation”), to act as agent of the City and the District, and to manage the overall financing and construction of the Program. The Program Manager shall execute and manage Phase 3 of the overall Program on behalf of the RJSCB and shall report directly to the RJSCB. The Program Manager shall oversee and manage professional services contracts entered into with the RJSCB for Phase 3 projects. This RFP is only related to Phase 3 of the RSMP and selection as Program Manager for Phase 3 in no way suggests or guarantees continued contracts through the future phases.

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

The successful Respondent shall provide the RJSCB with master planning, preconstruction, and construction administration services throughout Phase 3. As the RJSCB’s representative, the Program Manager shall plan and implement the comprehensive rehabilitation and redevelopment of up to 12 District school buildings in Phase 3 of the Program of up to \$475 million. Hard construction costs are expected to be approximately \$350 million.

The RJSCB shall provide management and oversight of the Program Manager, and shall maintain the right of final approval for all decisions it deems appropriate during the course of Phase 3 the Program.

Respondents should familiarize themselves with the RJSCB’s Schools Modernization Program documents, available at the following link: <https://www.rcsdk12.org/Page/706> prior to developing a responsive proposal.

The RJSCB reserves the right to accept, reject or negotiate modifications to any proposal, as it shall, in its sole discretion, deem to be in its best interest.

While the RJSCB reserves the right to negotiate with any and all Respondents regarding the information requested in this RFP, each Respondent must provide all information as requested to be considered and may be disqualified for failure to submit any required attachment/exhibit, or for submitting incomplete, irregular or nonresponsive information, exhibits or attachments. Any such negotiations will occur subsequent to review and verification of proposals as fully complete and responsive.

NO RIGHTS SHALL ACCRUE TO ANY RESPONDENT BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED FOR SUBMISSION TO THE RJSCB FOR CONTRACT APPROVAL.

THE RJSCB HAS THE RIGHT TO REJECT ANY SUBMISSION AND THE APPROVAL OF THE RJSCB IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED.

Please note: as part of its RFP Submission, the Respondent must submit the names and a description of all consultants and professional firms to be assigned to the Phase 3, with any available website URL for the firm.

The Program Manager shall work with the Master Plan Architect (to be retained by the RJSCB through a separate procurement) and the District to finalize the draft Master Plan for Phase 3. The Master Plan document shall identify the schools to be included in Phase 3 as well as schools proposed for future Phases.

2. Rochester City School District Overview

The District operates approximately fifty school buildings. Nearly half are more than 75 years old and the average age of the District school buildings is 64 years old. It operates twelve schools that have some portion of the building that is more than 90 years old. The average age of the 12 oldest schools in the District is 99 years old, each having been built between 1898 and 1917. Another dozen of the District's buildings are at least 75 years old.

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

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

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

Although there is more capacity in schools than in recent history, rooms are currently being utilized in a number of useful ways to improve instruction and accommodate different demands placed on schools. These demands include maintaining low class size, providing pre-K classrooms, creating labs for computers and other technologies, expanding Special Education rooms to full-size and providing space for school-based health centers and Student and Family Support Centers. All of these measures help to improve the overall delivery of a quality instructional program and a quality learning environment.

While the District has been able to reduce overcrowding in some schools and create smaller

learning communities in others, the District fully recognizes the need to reduce the overall number of facilities that it operates. The RSMP will serve as additional impetus to identify schools that can be removed from the District inventory in the future. The Program Manager shall assist the District in the design of the plan to right-size the District including the consolidation, closing and disposition of the District's facilities upon completion of this projected multi-phase Program.

Phase 2 of the RSMP is approximately 100% complete at this time. Projects at the following schools have been completed or substantially completed to date: Virgil Grissom School No. 7; J.W. Spencer School No. 16; Monroe High School; Children's School of Rochester School No. 15; Dr. Freddie Thomas Learning Center; School Without Walls; Clara Barton School No. 2; Dr. Walter Cooper Academy School No. 10; East High School; George Mather Forbes School No. 4; Flower City School No. 54; Abraham Lincoln School No. 22; and Edison Technology Campus. It is anticipated that several of the buildings included in Phase 2 will have another project in Phase 3.

3. Qualifications

The Program Manager shall have experience in planning, managing the financing, construction and reconstruction of existing K-12 public school buildings, as well as other public/community-use facilities, and in the negotiation and management of contracts and agreements, cost estimation, training programs, educational programs, community services programs, and physical technological requirements for educational programs, either directly or through its consultants/affiliates that must be identified. The Program Manager will oversee all projects undertaken pursuant to the direction of the RJSCB under the RSMP as authorized by New York State law.

The Program Manager shall have experience in educational facility strategic planning, educational facility programming, educational facilities master planning, design development, base cost estimating, community programming and planning (including public input sessions and community liaison services), administration of public entities, public ethics compliance, knowledge of minority and women-owned business enterprise ("MWBE"), disadvantaged business enterprise ("DBE"), and small business enterprise ("SBE") requirements and New York State Public Officers Law, public entity administration and the competitive bidding requirement of New York General Municipal Law.

4. Overall Responsibilities

The Program Manager's primary duty shall be to administer the overall Program on behalf of the RJSCB and the District so that Phase 3 of the RSMP:

1. Fulfills the Superintendent of School's vision for achievement, equity and accountability;
2. Maximizes New York State Building Aid;
3. Minimizes local share within the District approved local share limit;
4. Is completed in a timely, efficient, high-quality and financially responsible manner;
5. Expands opportunities for MWBE/DBE/SBE participation at all levels;

6. Minimizes the disruption of school operations; and
7. Assists the District in “right-sizing” to reflect current/projected enrollment, considering recognized K-12 best practices regarding academic achievement, class size, parent engagement, and community partnerships.

5. Overall Role and Scope

The Program Manager will represent the RJSCB’s interests and act as the RJSCB’s representative and agent throughout Phase 3 of the Program. The Program Manager shall collaborate with RJSCB’s consultants and professional service providers, as well as the District, in the selection, management, and construction of projects to modernize up to 12 school buildings.

The items identified below represent the overall Program Manager duties and scope of work for the Program (additional scopes of work are further described later in this RFP):

1. Develop and implement standard project procedures to deliver the overall Phase 3 Program and for the individual projects undertaken and contracted for by the RJSCB, including the use of a web-based project management system and a Program Procedures manual;
2. Review plans and specifications for the individual projects;
3. Have a firm understanding of the overall Program and the individual projects within Phase 3 of the Program;
4. Have a firm understanding of the District standards for products, materials, and design; oversee architect/engineer adherence to those standards;
5. Develop standardized front-end specifications for the individual projects;
6. Develop and implement policies and procedures to provide sufficient skilled employees for the projects including developing and implementing training programs, if required;
7. Oversee all projects undertaken pursuant to and in accordance with the requirements of the Enabling Legislation and all applicable federal, state and local laws, rules, and regulations;
8. Interface with District staff, City staff, and the Master Plan Architect to develop a Phase 3 Master Plan and administer Phase 3 of the Program on behalf of the RJSCB including: a master strategic plan to include education planning, community needs assessments and enrollment projections; building assessments, test fits, and school selection recommendations; and base cost estimates including Maximum Cost Allowance (“MCA”) projections;
9. Assist the District with soliciting public input from the community for the Phase 3 Master Plan, including communications and public relations, public meetings, responding to community inquiries, providing feedback and other interface with the community-at-large and community leaders as necessary;
10. Develop and maintain a website to provide overall Program and specific project updates as well as receipt of community inquiries to specific projects and the overall

program;

11. Facilitate the approval of the Master Plan and subsequent individual project designs by the District's Board of Education ("BOE") and the New York State Education Department ("SED"); serve as liaison between the RJSCB and other government offices including managing formal SED reviews (documents, meetings, information flow);
12. Collaborate with the Phase 3 Independent Compliance Officer ("ICO") to update the existing Phase 2 Diversity Plan for Business Utilization and Workforce Participation (Note: the RJSCB will be contracting with an ICO for Phase 3 through a separate procurement process);
13. Work with the ICO to identify MWBE/DBE/SBE firms and to recommend strategies to expand opportunities for MWBE/DBE/SBE participation;
14. Advise the Board on issues related to program insurance based on experience utilizing coverage such as Owner Controller Insurance Program ("OCIP") or Contractor Controlled Insurance Program ("CCIP") vs. traditional insurance coverage;
15. Provide Interdisciplinary Document Coordination Review ("IDC") services for all projects in Phase 3;
16. Provide oversight of professional services contracts entered into with the RJSCB for Phase 3 projects;
17. Prepare monthly reports on progress against RJSCB-approved performance metrics to include but not be limited to: schedule, financial performance, design and construction issues and other requested information;
18. Manage the overall Phase 3 Project schedule, and all costs and budgets for individual projects in Phase 3 including the "local share" costs to ensure the Phase 3 building projects meet RJSCB-approved time and budget targets;
19. Generate Phase 3 master project budget and provide monthly budget versus actual cost reports for all individual projects;
20. Prepare and document guidelines for Phase 3 Program incidental costs within the maximum incidental cost allowance determined by SED;
21. Assist and support the RJSCB in obtaining its financing for Phase 3, pursuant to the District's financing plan with estimates of total costs to be financed, method of financing, terms and conditions of the financing, the submission of reports and other information as requested to SED and the State Comptroller, and other financing provisions described in the Enabling Legislation;
22. Review and approve the individual project schedules;
23. Review and approve payment schedules and payments to contractors and professional service firms;
24. Schedule/Plan for procurement (RFQ, RFP, bids, etc.) and provide support to the RJSCB with regard to its procurement process;
25. Review proposals and bids, and make recommendations for contract awards;

26. Advise and recommend the best contracting plan for delivering the individual projects;
27. Provide community liaison services and presentation of schematic designs and design development updates for each school to the community served by that school. It is anticipated that a minimum of three (3) public forum meetings will be held per individual school project – at kick-off/start of program verification; completion of schematic design; and at final Construction Documents. If there are major changes in the direction or planning for a project additional meetings may be required at no additional cost to the Program;
28. Implement procedures for verification that all work for which payment has been requested has been satisfactorily completed;
29. Minimize disruptions to ongoing school operations;
30. Work with the District to identify swing space locations, test fits, and coordination of moves;
31. Coordinate with District Facilities Department and other internal departments (such as Security, Instructional Management and Technology, Food Service, Transportation, Teaching and Learning, etc.) during planning, design, and through construction and close-out of individual projects;
32. Manage the scope, schedule, budget, quality, communications, risk management and public relations components of Phase 3 the Program;
33. Oversight of the architecture/engineering for each project. This will require collection of information, regular meetings and coordination of efforts of all associated participants for the successful completion of each project. The Program Manager is responsible for the budget and schedule of each project and will verify that the District's programmatic and facilities needs are being addressed through the design. The Program Manager shall be intimately involved in each individual project. The Program Manager is responsible for the successful completion of each project.
34. Assist the RJSCB in preparation of and administer RFQ/RFP documents in the selection and hiring of design and construction professionals, including but not limited to architects, engineers, interior designers, construction managers, specialists in hazardous materials and other specialty designers, and technology and any other professional services required for Phase 3 the Program;
35. Evaluating RFQ/RFP responses and make recommendations to RJSCB regarding the hiring of other professional service consultants for Phase 3 of the Program;
36. Recommending to RJSCB a contracting plan to use single general contractors and/or multiple prime contractors for each individual project;
37. Oversight of the construction managers and prime contractors/subcontractors to ensure compliance with construction schedules, budgets, and Program requirements;
38. Managing the Phase 3 insurance and bonds submissions, approvals, and update compliance throughout the duration of Phase 3;
39. Make a recommendation on establishing a Safety and Health Partnership Agreement

- with OSHA for Phase 3 and if appropriate establish and administer the agreement;
40. Monitor contract compliance;
 41. Support the RJSCB in negotiating a Project Labor Agreement (“PLA”) with local building trade unions;
 42. Assist with administration of the PLA and resolving jurisdictional issues and other workforce/labor relations issues; create procedures for monitoring and enforcing stipulations in the PLA;
 43. Recommend retention of any needed third-party consultants or specialty firms, and coordinate their work;
 44. Prepare annual and other reports as may be specified and required by the RJSCB and the Enabling Legislation;
 45. Manage all accounting/reporting details of individual projects as well as the overall Phase 3 Program;
 46. Provide liability insurance support services in order to assist the RJSCB in monitoring and processing insurance coverage and claims from Phase 3 inception through completion;
 47. Oversee individual project close-out process and coordinate with SED regarding State Building Aid reimbursement;
 48. Provide an update for the District at the conclusion of each school project to include “as-built” construction documents. The District is to be provided with a full-size reproduction set of documents, a complete set of electronic documents, as well as three copies of owner’s manuals and operational documents;
 49. All new construction, modifications, alterations, demolition, and site improvements are required to comply with all applicable laws, codes, and regulations. All areas affected by the stated work of this Program must meet stipulations of the American with Disabilities Act (“ADA”), SED, including the Manual of Planning Standards for School Buildings, Building Codes of New York State, adherence to District building standards and procedures, all applicable labor, education and school laws, including Part 155.5, which provides stipulations for schools under construction while occupied by students. The Program Manager shall verify that each project architect has met its contractual responsibility with respect to the plans and specifications for each project; and
 50. Otherwise support, assist and undertake such tasks, studies, reviews, and other duties as requested by the RJSCB to implement Phase 3 of the RSMP, as requested from time to time by the RJSCB.

PLEASE NOTE: *the Program Manager, and its affiliates or subsidiaries, if any, shall be prohibited from awarding contracts or being awarded contracts for or performing any work on projects undertaken pursuant to the Enabling Legislation.*

6. Communications/Marketing/Public Relations Responsibilities

The Program Manager shall support and participate in the community roll-out component of

Phase 3 of the Program. This component will gather public input on individual projects and the overall Program. The Program Manager's duties in this regard will include but not be limited to:

1. Presentations to the RJSCB, District, City, NYS Comptroller, SED, community groups and any other persons and entities as necessary. These presentations shall include, but are not limited to, budgetary information, project schedules, design plans, etc.;
2. Coordinate and provide all collateral materials for these presentations including electronic, large-format, and hard-copy documents;
3. Establish a dedicated Program website with illustrations, data, progress reports and Program updates throughout Phase 3 duration. The website content is subject to approval of the RJSCB; and
4. Provide a summary report, working with the District and the Master Plan Architect, that articulates the recommended changes to the preliminary Phase 3 plan based on the public input provided.

7. Diversity Responsibilities

The Enabling Legislation, as amended for Phase 3 of the Program, requires that the RSMP Diversity Plan be reviewed, modified if necessary, and approved by the RJSCB for inclusion in the Master Plan for Phase 3. The Program Manager shall work with the Board's ICO on this effort. Specifically:

1. Work with the ICO to recommend procedures for maintaining and enforcing the Program diversity goals;
2. Work with the ICO to recommend any changes to participation goals for the Program to RJSCB;
3. Work with the ICO to recommend any changes to the existing Diversity Plan;
4. Work with and support the ICO's efforts to educate, inform, and amplify the importance of the Diversity requirements of the Program and all of the procedures in conjunction with Business Utilization goals, EEO goals, and the PLA executed in connection with Phase 3 of the Program; and
5. Meet regularly with the ICO to review consultant and contractor compliance with Diversity Plan and associated contract requirements.

8. Project Labor Agreement Responsibilities

The Enabling Legislation, as amended for Phase 3 of the Program, allows the RJSCB to revise and extend the requirements of the Project Labor Agreement entered into for Phase 1 projects to the projects authorized in Phase 3, contingent upon the completion of a supplemental PLA benefit analysis. The Program Manager shall assist the RJSCB and its consultants regarding the supplemental benefit analysis and shall make recommendations to the RJSCB. The Program Manager may be required to assist the RJSCB and its legal counsel in negotiating the PLA. If adopted for Phase 3, the Program Manager shall provide

support and assist the RJSCB in administration and management of the PLA for Phase 3. Specifically:

1. Schedule and conduct pre-construction meetings with all prime contractors and their subcontractors to review hiring goals and requirements and obligations under a Phase 3 PLA;
2. Schedule and conduct pre-construction meetings with all prime contractors and their subcontractors along with all local building trade union leaders to discuss work assignments prior to the start of construction;
3. Review workforce reports from the ICO and assist the ICO in meetings with contractors and trade union leaders when compliance with project requirements is not being met;
4. Meet regularly with the ICO and building trade union leaders to review contractor compliance with requirements;
5. Assist the RJSCB in resolving issues between the prime contractors (and their subcontractors), individual employees, and the local building trade unions as necessary throughout Phase 3 of the Program.

9. **Detailed Scope of Work**

Each individual project of the Phase 3 Program shall follow a “project life cycle,” which will include several phases of management. The Program Manager’s requirements and scope of work are described under each below phase.

➤ ***Project Development Phase (Master Plan) – working with the District and the Master Plan Architect***

1. Participate in the Phase 3 Master Plan development and Program recommendation and approval process;
2. Validate needs assessments and the resulting identification and selection of projects;
3. Review and recommend individual project scopes;
4. Create preliminary individual project and overall Phase 3 Program cost and budgets; compile in a summary report;
5. It is expected that several individual projects will require a future phase project to remain within the MCA. All Phase 3 costs, whether eligible or ineligible for State Building Aid, must be included in overall total Phase 3 budget. The Phase 3 budget must reflect the local share specifications established by the agreement of the RJSCB and District (as approved by its Board of Education), as well as the Enabling Legislation;
6. The entire initial Phase 3 budget and future updates shall include all Phase 3 Program costs including: construction costs, incidental costs for each individual project, and all other overall Program costs. The Program Manager shall provide monthly updates of this summary report during the course of Phase 3;

7. Create a Phase 3 master project schedule for programming, design, construction, move-in/turnover, and closeout;
8. Assist the design professionals in the educational programming evaluation and programming process for each individual project;
9. Participate in community input as provided in Section 6 – Communications/Marketing/Public Relations Responsibilities, which meet or exceed the stipulations in the Enabling Legislation;
10. Assist in identifying and recommend alternative funding sources to underwrite the local share costs and undertake applications/submissions as required;
11. Create project phasing for swing space requirements and construction schedules in occupied buildings;
12. Identify site issues and provide recommendations to the RJSCB;
13. Attend all meetings of the RJSCB and its committees to provide progress updates, financial management reports and the general status of issues relating to Phase 3 of the Program;
14. Recommend solutions to logistic concerns, such as swing space locations and associated costs; and
15. Assist with the acquisition of property, as applicable to Phase 3 scope requirements. This may require environmental assessments, as well as demolition contract documents.

➤ ***Pre-Design Phase***

1. Initiate Phase 3 Program scope, funding revisions, and approvals;
2. Identify needs, requirements and timing for project consultant services. Recommend and assist in the RFQ/RFP process for project consultant services. Define the scope of full-service requirements of each specific project. Provide evaluations and recommendations to the RJSCB for project consultant services;
3. Assist in the selection and RJSCB engagement of architects, engineers, interior designers, specialty consultants, and other professional service providers;
4. Coordinate, oversee, and manage the work of the individual project consultants, monitor contract performance with regard to scope of work, budget and schedule, and review and recommend for approval payment of invoices for progress payments;
5. Include the active participation of the District Educational Department and Facilities Department throughout this process;
6. Schedule, coordinate and attend planning meetings with RJSCB and community groups;
7. Manage budget and schedule for all projects;
8. Develop a preliminary project budget for each individual project; develop project cash flow projections; evaluate NYS reimbursement of project costs and identify project costs that are ineligible for reimbursement; identify opportunities for value management

and operating/maintenance cost savings;

9. Review and track a master schedule for all projects;
10. Advise on long lead time procurements;
11. Schedule, coordinate and attend all required SED meetings;
12. Plan and coordinate swing space logistics including build out, moves, and occupancy;
13. Coordinate and oversee the work of each architectural firm engaged for each project regarding: design guidelines, regulations and standards; written building program and conceptual design; design schedule; requirements of third party vendors; preliminary project budget and construction cost estimate; and presentation of conceptual design and preliminary budget to the RJSCB;
14. Review and evaluate building program and conceptual design for recommendations to the RJSCB;
15. Provide planning and estimated costs for project phasing and swing space requirements;
16. Submit regular reports on critical matters including design issues, schedule progress and budget versus actual cost reporting;
17. Establish Construction Specification Standards based upon the current District Standards, indicating preferred products and equipment as well as approved equivalent options. Specifications shall be based on the most current Construction Specifications Institute (CSI) format;
18. Coordinate, schedule and attend pre-design review meetings, establishing the agenda and critical target schedules. Document and maintain records of all meetings, including pre-design recommendations, progress status and budget updates; and
19. Manage and coordinate all submissions to secure all necessary approvals during this phase, including, but not limited to, RJSCB, City, District, SED, NYSDEC, and the NYS Comptroller's Office.

➤ ***Schematic Design Phase***

1. Manage and coordinate each project architect's efforts to define enrollment capacity of proposed projects;
2. Work with the RJSCB's Financial Advisor to determine NYS Building Aid reimbursement based on MCA of individual buildings;
3. Coordinate and manage the construction management and other professional service firms, monitoring performance with regard to contract requirements, quality of performance, budget, schedule compliance, and compliance with applicable codes, regulations, and standards;
4. Include the active participation of the District Educational Department and Facilities Department throughout schematic design phase;
5. Recommend to the RJSCB approval/denial of monthly payment applications submitted by the construction manager and other consultants;

6. Provide accounting management of the RJSCB contracts, reporting monthly to the RJSCB;
7. Coordinate and document meetings with the District to confirm building design criteria. These meetings shall include the following: Facilities Planning, Plant Engineering, Plant Maintenance, Plant Operations, Food Services, Transportation, Information, Instructional Management and Technology, School Development and Academics (Teaching and Learning), School Safety and Security, Education Support Services (Special Education), School Health Services, and all other applicable departments;
8. Coordinate, schedule and attend routinely planned schematic design review meetings with the Educational Department and Facilities Department staff and the consultants. Document meeting minutes and related documents;
9. Working with the architect/engineer of record, identify and document building system strategies, equipment and products. Identify energy cost saving opportunities and other value engineering recommendations for report to RJSCB;
10. Recommend phased construction periods and fast-track opportunities when applicable and beneficial to the Program;
11. Examine project timeline schedules and establish critical achievement target dates;
12. Confirm swing space capacity and/or coordinate and document phased building occupancy during the construction period. Provide a needs assessment with a scope summary and cost estimate of all associated “temporary” facility modifications;
13. Manage budget and schedule for all projects; provide project tracking of master schedule for all projects; develop critical path project schedule and fast track options; provide budget versus actual tracking for all projects; update project schedule and project budget, including evaluation of reimbursement of eligible and ineligible costs; review, recommend for approval and submit payments for processing;
14. Coordinate user input with architect, engineer, interior designer, etc., if applicable (issues include technology, security, maintenance, library media, food service, ADA requirements, equipment, etc.);
15. Review drawings for affordability, accuracy, and adherence to standards;
16. Identify requirements and recommend retention of third party and specialty consultants;
17. Review schematic designs and budgets for each individual project with the Mayor and the District Superintendent;
18. Coordinate, schedule and attend design presentations to secure schematic design approvals with the RJSCB, District, SED and as otherwise may be required;
19. Organize presentation of schematic design to the community;
20. Assist and direct work of each architectural and engineering firm throughout Phase 3;
21. Maintain communications regarding design activities with the RJSCB;
22. Establish minimum safety standards for Phase 3 of the Program. Review site safety and logistics plans of project construction managers;

23. Recommend bidding procedures, packages and contract document requirements;
24. Recommend project and construction phasing plans;
25. Coordinate logistics planning for students with the District;
26. Coordinate the development of construction contract forms and general conditions documents, incorporating modifications to standard forms as applicable to Phase 3 projects;
27. Submit regular project reports for critical matters including design issues, schedule progress, and budget versus actual cost reporting; and
28. Recommend construction contract criteria, including general conditions of the contract for construction requirements, PLA inclusion, MWBE/DBE/SBE participation and goal levels, and liquidated damage claims.

➤ ***Design Development Phase***

1. Manage budget and schedule for all projects; review and track master schedule for all projects; refine project schedules; identify and evaluate schedule alternatives for project execution;
2. Review and recommend for approval project budget and track budget versus actual cost for all projects; update evaluation of reimbursement of eligible and ineligible project costs; and identify bid alternates for cost control and budget protection;
3. Coordinate, schedule and attend routinely conducted design development review meetings of the project architects, Educational Department and Facilities Department staff and the consultants. Establish the agenda and critical target schedules for document completion;
4. Participate in all public meetings;
5. Assist the architectural firms with design development for each project: coordinate with equipment and furnishings consultants; coordinate with the District Facilities Department and the RJSCB; review drawings and specifications, identify areas for value management and operating/maintenance cost savings and provide detailed reviews; work with the architect and the construction manager to refine site logistics and traffic planning;
6. Participate in final design presentation meetings with the RJSCB and agencies, business and community groups; address concerns and record minutes. These presentations shall include design, schedule and budget documentation;
7. Submit regular project reports for critical issues, including design issues, schedule progress, cash flow forecast, and budget versus actual cost reporting;
8. Keep records of all meetings and review minute notes prepared by architect and engineers prior to release to confirm accuracy;
9. Evaluate bid alternates for cost control and budget protection;
10. Coordinate, oversee and manage all SEQR studies, including a Draft Environmental Impact Statement and a Final Environmental Impact Statement;

11. Coordinate, oversee and manage the submission of all other applications required prior to the commencement of the Construction Phase. These shall include, but not be limited to the following businesses and agencies:
 - City of Rochester
 - Monroe County Pure Waters
 - Monroe County Traffic Control Board
 - RG&E;
12. Submit to SED the Letter of Intent form and all other SED required forms;
13. Review individual project plans, specifications and budget with SED at 50% design development completion; and
14. Review overall Phase 3 budget with RJSCB, District, City and SED at the completion of design development phase for each project.

➤ ***Contract Documents Phase***

1. Manage, review, update and track master schedule for all individual projects;
2. Manage, review, update and track project budget and budget versus actual cost for all projects;
3. Oversee and review the development of drawings, technical specifications, and contract language;
4. Oversee and review the assembly of bid packages, review all bid procedures with advice and consent of RJSCB counsel;
5. Expedite the approval process; secure final design approvals from the RJSCB and District; coordinate submission of final designs to and coordinate approvals from SED;
6. Coordinate, manage and direct work of each architectural firm for each project;
7. Prepare separate bid packages (RFP and bids) for long-lead items for separate purchase;
8. Work with the construction managers to encourage contractor interest in the projects of Phase 3; establish bidding schedules; prepare bid notice; develop bid comparison sheets; evaluate lowest responsive and responsible bidders;
9. Develop and assist in the RFQ/RFP process for obtaining other third-party vendors including, but not limited to, environmental monitor, special inspection and testing services, and commissioning agent;
10. Conduct routinely scheduled construction documents meetings along with the Facilities Department staff and the consultants. Establish the agenda and critical target schedules for document completion. Meetings should be conducted at reasonable intervals of document completion;
11. Evaluate and recommend value engineering options as well as bid alternate proposals;
12. Apprise the RJSCB of construction aid reimbursement, final cost estimates and any appreciable deviations from previously approved designs. Secure final approval from

theRJSCB;

13. Work with the construction managers to establish the Construction Phase Schedule for each project;
14. Solicit quotes from appropriate vendors and submit purchase requisitions for RJSCB approval for furnishings, other miscellaneous equipment and technology devices; and
15. Coordinate project budget and reconcile architect's estimate and construction manager's estimates.

➤ ***State Education Department Submittal Phase***

1. Coordinate, manage and work with the architect on each individual project to electronically submit the application for project approval and related documents; comply with the following District requirements:
 - A. The Program Manager shall include the District as an additional recipient of all documents submitted to (and from) SED;
 - B. The Program Manager shall make the submission to SED for project review upon authorization by the District;
 - C. The Program Manager shall submit required SED addenda, clarification and all other correspondence directly to SED and include the District as an additional recipient; and
 - D. All archive data shall be made available to the District upon request.
2. Attend review meetings with the SED Facility Planning staff along with the consultants.
3. Manage the submission of addenda in a timely manner and provide any additional information that is required of SED prior to project approval.

➤ ***Bidding Phase***

1. Prepare recommendations for all contract bid packages to RJSCB and ensure that all contracts awarded by the RJSCB for construction work or purchases are made pursuant to public bidding laws, in full compliance with the requirements of Section 103 of the New York General Municipal Law;
2. Prepare a request for proposals and assist the RJSCB in contracting for document reproduction services;
3. Coordinate the placement and timing of all of public advertisements. Coordinate with the District Purchasing Department, the City and other electronic outlets such as Bidclerk, Bidnet, McGraw-Hill, the Rochester Builder's Exchange and others to post project information;
4. Recommend the level of document duplication necessary for bidding purposes for each project;
5. Monitor and document all contractor interest in the project;

6. Organize and conduct pre-bid meetings with the architect and construction manager; conduct pre-bid conferences and walk-throughs to review requirements of all contracts;
7. Coordinate additional site visits to facilitate investigation of existing conditions;
8. Coordinate and direct work of each architectural firm; preparation of meeting minutes of the pre-bid conference; and preparation and issuance of addenda;
9. Determine recipients of complimentary bid documents and coordinate delivery, such as non-profit businesses, trade and public awareness organizations;
10. Bid coordination: manage Requests for Information during the bid period and manage information flow among bidders, architect, construction manager, and RJSCB;
11. Review all issues that require attention, clarification and/or revision during the bid period, assist in determining the appropriate response, make recommendations to the RJSCB and coordinate issuance of all addenda;
12. Review and recommend for approval addenda, and coordinate posting of approved addenda;
13. Bid coordination: attend bid opening; assist the RJSCB in receipt of bids from contractors; evaluate bids and bidders, prepare bid comparisons and award recommendations in coordination with the architect and the construction manager; review bid responses for bond and insurance certificate conformance; secure RJSCB authorization to award contracts; expedite award of contracts on “critical path” (i.e., those containing activities at project start-up and long-lead items); and initiate contractor mobilization upon receipt of contracts;
14. Provide bid information to the ICO who will advise the RJSCB on acceptability of subcontractors and material suppliers for diversity compliance;
15. Review, analyze and advise the RJSCB in regard to bidders’ qualifications, and all other information requested by the RJSCB;
16. Assist the RJSCB in connection with any bid challenges;
17. Coordinate and direct work of each architectural firm and construction manager to modify the construction documents in the event that bids exceed the project budget; and
18. Coordinate and direct the rebidding of prime contracts, if necessary.

➤ ***Project Construction Phase***

1. Manage, review, update and track master schedule for all projects. Update project schedule to reflect events and conditions at the jobsite;
2. Manage, review, update and track project budget and budget versus actual cost for all projects;
3. Review and approve contractor payment requests and professional service invoices, and recommend to RJSCB for approval;
4. Track expenditures relative to the project budget, including eligible and ineligible costs;

5. Coordinate, oversee, and manage the work of each project architect and construction manager for the following items but not limited to: approval of shop drawings; issuance of change orders and construction change directives; processing RFIs and authorization of work;
6. Coordinate and oversee the building commissioning plan and third-party commissioning agents;
7. Coordinate and oversee work of the architects, the construction managers, and contractor to complete projects within required budget, time and cost;
8. Monitor and evaluate the progress of overall Phase 3 and individual projects; advise the RJSCB on courses of action when contract requirements are not fulfilled;
9. Create claims resolution procedures and implement when necessary;
10. Submit regular project reports for critical matters including design issues, construction issues, schedule progress, cash flow forecast, and budget versus actual reporting;
11. Establish clear lines of communication for all construction administration issues;
12. Coordinate, schedule and attend weekly construction progress meetings;
13. Coordinate, schedule, and administer monthly meetings with the RJSCB, architect, construction manager, and District;
14. Monitor progress during the submittals process; engage the construction manager, architect, and/or contractor if the process begins to impact the schedule or progress of the work;
15. Monitor the change directive and change order process; engage the construction manager, architect, and/or contractor if the process begins to impact the schedule or progress of the work; and
16. Review, authorize, track and record all change orders, construction change directives, payment application and invoices for the construction and incidental work.

➤ ***Building Commissioning and Project Close-out Phase***

Assist each project architect and construction manager with the project completion and close-out activities:

1. Review contractors' and the project architect's certification that the project is complete, and that all punch list items have been addressed;
2. Conduct final inspection with the project architect and the District;
3. Obtain final release waivers from contractors;
4. Close out contracts with contractors;
5. Obtain certificates of occupancy from SED;
6. Oversee consultant while performing building commissioning;
7. Coordinate systems start-up and testing;

8. Assist construction manager and contractors to conduct training for administrative,teaching, custodial and maintenance staff for building systems and equipment;
9. Verify completion of final cleaning and start-up services;
10. Coordinate claims resolution;
11. Verify that all furniture and equipment has been delivered and installed;
12. Review retainage dispersal and recommend for approval;
13. Coordinate installation of owner-provided furnishings and equipment;
14. Coordinate move-in and occupancy issues;
15. Assist the District in organizing grand opening events and activities; and
16. Collect as-built drawings in both electronic and hard-copy, equipment manuals, warranties and O&M manuals to turn over to District.

➤ ***Post Construction Phase (including annual reports to the State)***

1. Submit all final NYS Building Aid documentation (Final Cost Reports) to SED for finished projects;
2. Assist the RJSCB with the following:
Warranty and guarantee claims; gathering and turnover of necessary building equipmentmaintenance information; periodic post-construction warranty punch list; post-construction (11 month) building system and component evaluation and reports (before 2-year warranty has expired);
3. Assist the RJSCB in development of the Program-mandated Annual Program Reportsto the New York State Comptroller and other interested and involved agencies and stakeholders; and
4. Provide any assistance to the RJSCB and District as required to resolve claims, disputes and legal disagreements.

10. Alternates

A. Alternate A-1 Training/Mentoring

For this alternate, the Program Manager will develop, establish, and administer a program for businesses (contractors and professional services firms) to be trained in various aspects of the project and in business acumen in-general. The Program Manager will create a syllabus, and provide training/informational materials and instructors (through its own staff or outside consultants) for a variety of topics including but not limited to contracts, insurance and bonds,accounting, banking, finance, certified payroll, pay requisitions, Project Labor Agreements, safety, etc. It is expected that the training program will take place periodically, with meetings bi-weekly or monthly, throughout the construction period of Phase 3.

B. Alternate A-2 Marketing and Outreach

For this alternate, the Program Manager will provide Marketing and Outreach services to promote the Program and to engage the interest of MWBE, DBE and SBE businesses to participate in Phase 3 of the Program. The Program Manager will periodically provide this outreach through a variety of methods including but not limited to mailings, flyers, and events such as “meet and greet” where MWBE/DBE/SBE firms are invited to learn about the Program and to exchange business/contact information with other professional service firms and contractors.

C. Alternate A-3 Program Insurance

A-3a. For this alternate, the Program Manager shall provide a cost proposal for the purchase and administration of an Owner Controlled Insurance Program (“OCIP”). The RJSCB would purchase the policy through the Program Manager as the Owner. The Program Manager through its staff or outside consultant would administer the OCIP. The coverage would include CGL and Worker’s Compensation coverage for the entire Phase 3 (assume \$25-30 million in hard construction costs for each individual project). The maximum deductible should not exceed \$250,000.

A-3b. For this alternate, the Program Manager shall provide a cost proposal for the administration of a Contractor Controlled Insurance Program (“CCIP”). The Prime General Contractor awarded to each individual project would be expected to purchase a CCIP Policy for that particular project to cover all other Prime contractors and all sub-contractors associated with that project. The Program Manager through its staff or outside consultant would administer the program. The coverage would include CGL and Worker’s Compensation coverage for the individual project (assume an average project cost of \$25-30 million in hard construction costs). The maximum deductible should not exceed \$250,000.

* Note – For the base scope of work of this RFP, the Respondent should assume that Phase 3 of the Program will be implemented using a traditional insurance program where each contractor and subcontractor obtain insurance individually at the coverage limits required by the Program. While it is anticipated that the RJSCB will engage the services of another firm to provide insurance review services, the Program Manager will be required to actively participate in the insurance submission process and oversee compliance of all contractors and professional service firms for the projects.

D. Alternate A-4 Builder’s Risk Insurance

For this alternate, the Program Manager will provide a cost proposal to obtain a Builder’s Risk policy for the entire Phase 3 of the Program. It should be assumed for the purpose of this RFP that the hard construction costs for the

Program will be approximately \$350 million. The Program Manager shall provide a proposed strategy providing for maximum coverage with the lowest possible cost and policy deductible.

E. Alternate A-5 Interdisciplinary Document Review Services (“IDC”)

For this alternate, the Program Manager will provide a cost proposal to provide Interdisciplinary Document Review Services for each individual project during the Program. This service may be provided by the Program Manager’s own staff/internal department or through an outside consultant. The Program Manager would be responsible to review all of the contract documents that have been prepared by the architect associated with each project for errors, omissions, and constructability. Following the review, a detailed report will be provided back to the architect for corrections to be made prior to the project being bid. For the purposes of this RFP the Program Manager should assume that there will be 12 individual projects in Phase 3 of the Program at roughly \$25-30 million per project. A typical project set of contract documents includes approximately 200-250 drawings and 4-5 volumes of specifications.

* Note - For the base scope of work of this RFP the respondent is expected to have working knowledge of the contract documents for each individual project in Phase 3 of the Program, having participated in the planning phase and providing oversight of the architect and construction manager for each project. The construction manager’s base scope will include a constructability review as a part of its basic services. If this alternate is not accepted, the RJSCB may procure IDC services through another RFP at a later date, however, the Program Manager will not be permitted to submit a proposal at that time.

11. Commitment

In accepting engagement as Program Manager, the successful Respondent shall assume a position of trust and confidence with respect to the RJSCB and shall at all times act with absolute honesty and integrity in performing its services and carrying out its obligations under the Program Management Agreement. The successful Respondent shall provide a team of competent and experienced individuals to perform Program Management duties. The RJSCB expects that team members brought forward as part of the proposal process will be assigned to Phase 3 of the Program from commencement through completion. Replacement assignments will be subject to approval of the RJSCB. The RJSCB also expects that the Program Management duties will be performed by a sufficient local staff qualified with construction project management and accounting management experience and that this staff will respond to the RJSCB in a timely manner.

12. Fee Structure and Details

The RJSCB anticipates negotiating an all-inclusive fee for these services. Payment of the fee will be based on a percentage of total construction completed.

Fee negotiations, based on the defined scope of services, will be held starting with the

apparent first-choice candidate. Negotiations will continue and may progress to other preferred candidates as necessary.

The final selected candidate shall be approved by the RJSCB, the City (the Mayor and City Council), and the District (the Superintendent and the Board of Education). The award of the Agreement will be made by the RJSCB subject to approval of all stakeholders. During the process, prospective proposers shall be willing and able to provide additional support materials and attend additional interviews as required.

After the award is made to the selected Respondent, an agreement between the RJSCB and the Program Manager will be drafted by RJSCB's counsel which will contain the terms and incorporates the agreed-upon final scope of services, fees, and payment requirements. The selected Program Manager candidate is expected to enter into the Agreement provided. Note that unless specifically modified in the Agreement with the RJSCB, the Agreement shall fully incorporate all information provided in this RFP and any Addenda hereafter issued, and in the selected firm's proposal. The Agreement will also include customary terms and conditions for a program management agreement, including but not limited to indemnification, insurance, dispute resolution, and other contract requirements provided herein (see Section 29). The RJSCB reserves the right to include additional terms and conditions in the final Agreement.

The Agreement is expected to include a "Not-to-Exceed" fee percentage itemized per phase. The following is provided for illustrative purposes only:

- 5% Submittal of Master Plan to the RJSCB (includes projects, cost, schedule, and projected local share);
- 3% Completion of public input process;
- 8% Submittal of Comprehensive Phase 3 Modernization Program to the BOE and upon BOE approval, submission to the NYS Comptroller;
- .025% each Project (up to maximum of 3%) Delivery of Schematic designs to the RJSCB;
- .025% each Project (up to maximum of 3%) Delivery of final plans and specs to NYSED;
- .025% each Project (up to maximum of 3%) Completion of bidding and awards by RJSCB;
- 75% Percentage of final approved construction program value.

The Program Manager may invoice the RJSCB no more than once per month.

13. Submission Information and Requirements

Submissions **must** be received no later than 2:00 PM (Eastern Daylight Time) on **March 14, 2022**.

Individuals/firms must submit **one signed original** Submission set. The original must be clearly marked. **Fifteen (15) copies of each** must also be submitted, clearly marked, and

each copy in its own binder. Individuals/firms must submit one Portable Document File (.pdf) electronic version on a compact disc (CD) or flash drive. The CD or flash drive is to be enclosed with the signed original.

***Note – Each Respondent is requested to simultaneously confirm that its proposal has been sent by sending a confirming email to awilliams@riscb.org. The email will serve as a notification to the selection committee that the proposal has been sent; however, the email will not constitute a submission. Signed proposals must arrive at the address below by the specified due date/time.**

Submissions must be submitted as stipulated above to:

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

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

Individuals/firms that intend to submit a response to this RFP are asked to confirm their intent via email, with the name of a contact person and email address, to awilliams@rjscb.org by March 1, 2022. Failure to submit a notice of intention to submit a response will not disqualify a Submission, however, notice of intention delivered to the RJSCB will assist with communications, and will ensure that the interested individuals/firms will receive any addenda issued following this initial RFP.

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

Submissions must be clearly labeled, concise and easy to follow as directed below.

14. Requirements/Format

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

Proposals should be succinct, clear, and in all cases cite specific examples of experience your firm has as a Program Manager. All Submissions must contain a Statement of Work

that at a minimum clearly identifies sections that address the areas below. Please use a tab in your proposal for each of the following sections:

1. Provide a summary of experience you have with the subject scope of work. Identify specific qualifications that you believe especially qualify you or your firm to perform this work.
2. Provide a brief history and description of the individual/firm including a presentation of qualifications, limited to not more than ten pages, exclusive of resumes and other forms.
3. Identify all similar engagements that you have performed within New York State and the dates you provided same.
4. Provide a description (including size and complexity), location, date of completion and client contact person regarding services carried out by you or your firm within the last five years that are comparable in scope to Phase 3 of the Program.
5. Provide contact information for at least three references for which you or your firm has provided services comparable to the scope of the services described for this scope of work.
6. Describe any recommendations or suggestions above and beyond the requirements listed in the RFP.
7. Provide a list of projects the firm has worked on which have included Diversity Requirements.
8. Provide data on MWBE, DBE and SBE participation goals and achievements in previous projects.
9. Provide a list of projects the firm has worked on which included local hiring requirements.
10. For the projects provided pursuant to item 9. provide data on local hiring participation goals and achievement in previous projects.
11. Describe your proposed management plan for this Program. Provide a timeline articulating deliverables as described under the scope of work. Identify the key targets and explain how your firm will execute this plan.
12. Provide a description of the organizational structure of the Program Management team with specific names and assigned responsibilities. Accompanying resumes should include relevant experience. All team members assigned to the Program should be identified, including joint ventures and sub-consultants. Describe how this team would interact with the RJSCB and other professional service firms engaged by the RJSCB under separate contracts.

13. Provide examples of your firm's experience with project labor agreements. Include specific information about the impact of the project labor agreement on the overall project and any suggestions for improvement.
14. Describe how your firm will ensure the maximum amount of construction is gained from the \$475 million in bonding provided by the Enabling Legislation. Address issues of local share, MCA, multi-phase individual projects, and soft cost management.
15. Demonstrate your firm's knowledge of MCA utilization, providing examples from previous programs in which your firm has been involved.
16. Discuss alternative funding strategies to reduce the local share.
17. Describe the public input process you envision for Phase 3 of the Program, including all forms of community engagement.
18. Respondent must enclose its audited financial statements for the last three (3) fiscal years.
19. The Respondent (and each firm comprising the joint venture or consortium, and each sub-consultant, if any) shall **provide an affirmative statement that they are independent of the City of Rochester, the Rochester City School District and the Rochester Joint Schools Construction Board.** Each Respondent shall disclose all direct and indirect, actual or potential conflicts of interest it or any of the Respondent's personnel and sub-consultants may have with the Mayor, City Council, the Superintendent, the Board of Education, or the RJSCB.
20. The Respondent shall complete and submit Iran Divestment Act statement – this document must be on company letterhead and signed.
21. The Respondent shall complete and submit a signed Sexual Harassment Prevention Certification Form.

15. Communications/Correspondence

All communications and correspondence relative to this RFP should be sent by electronic mail to awilliams@rjscb.org. The RJSCB shall provide for the dissemination of such communication to the appropriate parties acting on behalf of RJSCB.

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

16. Questions

To assist any and all individuals/firms in obtaining clarity of scope and a clear understanding of the requirements of this RFP, individuals/firms may present clarifying questions. All questions should be submitted via email to awilliams@rjscb.org by 4 p.m.

(EDT) March 1, 2022. The RJSCB shall promptly redirect the questions to appropriate RJSCB, District or City personnel. Questions and the resulting answer will be posted on the RSMP web page within the Rochester City School District web site (<http://www.rcsdk12.org/page/706>) and sent via email on March 8, 2022 to all firms that have identified themselves as interested parties and provided an e-mail address.

17. Time Frame and Key Dates

The following timeline is subject to change by the RJSCB:

<u>Event</u>	<u>Date</u>
Issue RFP	February 16, 2022
Individuals/Firms confirm interest in submitting	March 1, 2022
Clarification Questions Due	March 1, 2022 by 4 p.m.
Clarification Answers provided to all interested parties	March 8, 2022
Deadline for Submission (receipt) of RFP Responses	March 14, 2022 by 2 p.m.
Interviews with Short Listed Firms	Week of March 21, 2022
Contract Award (anticipated)	April 4, 2022

18. Selection Process/Review Team

The final selection of the Program Manager is subject to the approval of the Mayor of the City of Rochester, the Rochester City Council, the Board of Education, the Superintendent of the Rochester City School District and the RJSCB. Submissions will be reviewed and scored by a committee formed by the RJSCB. The committee will include members of the RJSCB, City, and District.

The review team will review responses and anticipates interviews to be conducted the week of March 21, 2022. The RJSCB expects that the Program Manager will begin work upon the successful conclusion of contract negotiations and execution of the Program Management Agreement.

The review team shall apply the following evaluation criteria in recommending a Respondent with whom to commence contract negotiations. Such criteria are not necessarily listed in order of importance. The review team reserves the right to weigh its evaluation criteria in any manner it deems appropriate and in the best interests of the RJSCB and the Program.

1. Direct experience providing the services outlined in this RFP; including professional qualifications, years of experience, type of experience, personal background, and resume(s) of the individuals who will provide services pursuant to this RFP;
2. MWBE, DBE, SBE and EEO compliance;
3. References;
4. Evaluation of the Respondent’s methodology and overall approach to the Project, and responsiveness to this RFP;
5. Demonstrated capacity to perform the work described herein, including technical capability, and demonstrated ability to work on multi-disciplinary, community-

oriented, collaborative projects;

6. Total fees/cost of services to be provided; and
7. A determination that the Respondent has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.

While cost is only one of the factors the review team will consider in selecting a firm, the RJSCB will only enter a contract if a firm's Cost Proposal, as submitted or negotiated, is reasonable in the judgment of the RJSCB, City, and District; and

No proposal will be accepted from nor any agreement awarded to any Respondent that is in arrears upon any debt or in default of any obligation owed to the RJSCB, District or City. Additionally, no agreement will be awarded to any Respondent that, in the discretion of the RJSCB, City, or District has failed to satisfactorily perform pursuant to any prior agreement, project, or contract with the RJSCB, City, or District.

19. Restricted Period

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

Communications between Respondents and the City, the District, the RJSCB or any officials, Board member and/or staff members of the entities listed in this RFP during the Restricted Period are permitted **only** in the form of a request for information ("RFI") by the Respondent and the responses thereto by the RJSCB.

In addition to utilizing the established protocol described in this RFP and email address (awilliams@rjscb.org) provided for all contacts with RJSCB, the following additional rules shall apply to all Respondents:

(a) Respondents shall not attempt to influence RJSCB's Governmental Procurement in a manner that would result in a violation of any State ethics/conflict of interest statute or RJSCB's Code of Ethics Policy; and

(b) Respondents are prohibited from contacting any member, officer or employee of a governmental entity during the Restricted Period of a Governmental Procurement, regarding RJSCB's pending procurement, including, specifically, the City and the District.

20. Equal Opportunity

The RJSCB recognizes the need to take action to ensure that minority, women-owned, disadvantaged and small business enterprises and minority, women and disadvantaged employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is

essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. The Program Manager will be expected to meet or exceed the requirements for MWBE, DBE and SBE participation as set by the RJSCB.

Each individual/firm for this undertaking should acknowledge its understanding and support of the diversity policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, subcontractors, subconsultants and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment and contract opportunities without discrimination.

21. Conditions of the RFP and Contractual Intent

1. The issuance of the RFP constitutes only an invitation to submit a Submission to the RJSCB. It is not to be construed as an official and customary invitation to bid, but as a means by which the RJSCB can facilitate the acquisition of information related to the purchase of services. The RJSCB reserves the right to extend the deadline for submission of responses hereto.
2. The RJSCB reserves the right to determine, in its sole and absolute discretion, whether any aspect of the Submission satisfactorily meets the criteria established in this RFP, the right to seek clarification from any individuals or firm(s), the right to negotiate with any individuals/firm(s), the right to reject any or all submissions with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.
3. In submitting a Response, it is understood by the individual/firm that the RJSCB reserves the right to accept any Submission, to reject any and all Submissions and to waive any irregularities or informalities that the RJSCB deems is in its best interest.
4. In the event that this RFP is withdrawn by the RJSCB for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the RJSCB shall have no liability to any individual/firm(s) for any costs or expenses incurred in connection with this RFP or otherwise. The RJSCB reserves the right to request additional data in support of the written Submission. The RJSCB is not obligated to respond to any Submission nor is it legally bound in any manner whatsoever by the receipt of a Submission.

The RJSCB may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in the preparation of responses hereto or otherwise.

22. Respondent's Representations

By submitting a proposal, the Respondent represents and warrants that:

1. Respondent has read and understands the RFP.
2. Respondent assumes ultimate responsibility for ensuring that he has obtained all RFP documents, including any Addenda issued after initial posting of the RFP, and that all

documents are complete. Respondent shall acknowledge receipt of all such Addenda in its Submission.

23. RJSCB Ownership of Submissions

Upon receipt, all Submissions become the property of the RJSCB. The RJSCB reserves the right to use the information and any ideas presented in any Submission in response to the RFP, whether or not the Submission is accepted. The proposal and any materials submitted with the proposal will be subject to the New York State Freedom of Information Law (“FOIL”). If any proprietary information is submitted, it must be clearly identified and a request to keep such information confidential must be submitted. The RJSCB does not hereby create any assurance or guarantee that such identified information will be exempt from a FOIL request.

24. Rejection of Submissions

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

25. Cancellation or Amendment of RFP

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

26. Costs

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

27. Antidiscrimination/Compliance with Law

Neither the successful Respondent, nor any person acting on behalf of the successful Respondent, shall discriminate against any individual on the basis of race, color, creed, gender, marital status, country of origin, physical disability, genetic predisposition or carrier status in connection with the operation of the agreement or the use of any District or City facilities. The successful Respondent shall, at its sole cost and expense, procure and maintain in full force and effect for the term of the resulting contract, all permits, licenses and approvals from all applicable governmental authorities.

The successful Respondent shall, at its sole cost, perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, regulations and orders including, but not limited to the NYSED, Labor Law, Workers’ Compensation Law, State Unemployment Insurance Law, State and Municipal health and sanitation regulations, Federal Social Security Law and all rules and regulations promulgated by the United States

Department of Labor and/or the Industrial Commissioner of the State of New York, the Occupational Health and Safety Administration (OSHA), the Public Health Law, the Monroe County Sanitary Code, and all amendments and additions thereto.

The Respondent, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any State of New York, District or City employee, officer or official.

28. Insurance Requirements

The Program Management Agreement that will be developed for the work on this Program will have the following insurance requirements. All Respondents to this RFP are presumed to be able to meet these minimum coverage requirements:

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

The RJSCB shall be a certificate holder and an additional insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance and applicable endorsements evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance and applicable endorsement establishing compliance with this obligation. 30-days' notice of cancellation to the RJSCB is required. The selected Program Manager is responsible for the payment of all insurance premiums. The City and District (and such other parties as the RJSCB may designate from time to time) must be named as additional insureds on such policies on a primary and non-contributory basis. The

RJSCB may also later add other parties involved in the Phase 3 financing as additional insureds.

Indemnification & Hold Harmless

The Program Manager and its sub-consultants shall defend, indemnify and hold harmless RJSCB, the City and the District and other parties as required. The indemnification provision in the Program Management Agreement shall state that, to the fullest extent permitted by law, the Program Manager shall defend, indemnify, and hold harmless RJSCB, the District, the City and their respective trustees, officers, directors, employees, members (including, without limitation, Board members), legal representatives, successors and assigns (collectively, the “Indemnified Parties”), and each of them, 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 (collectively, “Losses”) directly or indirectly relating to, arising from or in connection with (a) any negligent act or omission or willful misconduct of Program Manager or any Designated Consultant or their respective agents or employees; (b) any breach by Program Manager of any of its representations, warranties, covenants or agreements set forth in this Agreement; or (c) any actual or alleged injuries (including death) suffered by any of Program Manager's agents, employees, Designated Consultants or any employees or agents of any Designated Consultant, 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 or Project site, except to the extent caused by the negligence or willful misconduct of any Indemnified Party.

29. Standard Contract Clauses

The successful Respondent will be required to enter into a Program Management Agreement that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. By submitting a proposal in response to this RFP, each Respondent is acknowledging acceptance of the provisions contained in the Program Management Agreement and the following terms and conditions. The RJSCB reserves the right to include additional terms and conditions in the final Agreement between the RJSCB and the successful Respondent and to make changes to the following provisions:

1. **Right to Withhold Payment.** Payment due under this Agreement shall be withheld where the Program Manager has not provided necessary information for the RJSCB to comply with the reporting requirements of the Enabling Legislation, as determined by the State Education Department, and shall be continue to be withheld until such information is provided satisfactory to the State Education Department. Such withholding shall not constitute a breach of contract entitling the Program Manager to terminate the Agreement or to be awarded damages.
2. **Records Subject to Audit.** All records of the Program Manager related to the RJSCB shall be subject to the City School District’s annual external audit as set forth in subdivision 3 of section 2116-a of the Education Law and shall be subject to audits of the State conducted by the Comptroller as set forth in section 33 of the General

Municipal Law.

3. **Performance of Services.** Program Manager shall perform all Services (a) in a professional and workmanlike manner using properly trained and qualified individuals; and (b) in accordance with (i) industry standards applicable to the performance of such Services; (ii) this Agreement; (iii) the Enabling Legislation and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards; and (iv) all goals and objectives of the diversity plan for workforce and business participation for Phase 3, as approved by the Board; provided, however, that for purposes of this clause (iv), if and to the extent that Program Manager and any Designated Consultants are certified as MBE/WBE/DBE/SBE as of the Effective Date, they will be recognized and counted toward such goals and objectives of the diversity plan to be approved by the Board, regardless of whether their status of certification changes during the Term. All Services will be performed by the Management Team and their support staff or by Designated Consultants. Where additional onsite or home office support staff are required to perform Services that will result in additional costs, Program Manager will prepare a revised staffing plan and obtain Board approval prior to incurring such costs. Program Manager shall make such revisions or modifications to its Services as may be required by the Board from time to time in order to accommodate significant Program changes or unforeseen circumstances. Revisions or modifications required as a result of an error by Program Manager will be done at Program Manager's own cost and expense.
4. **Cooperation with RJSCB.** The Management Team and all other personnel employed by Program Manager in connection with performing Services shall cooperate and comply with all reasonable requests by Board personnel. If an employee or contractor of Program Manager or a Designated Consultant fails to cooperate with Board personnel, the Board shall inform Program Manager of such problem and allow reasonable time for appropriate action or response on the part of Program Manager and may require Program Manager to relieve such employee or contractor of its duties for providing Services.
5. **Reports.** In addition to all other reports and documents that Program Manager is required to deliver in accordance with the Services (including, without limitation, those described in this Agreement or the Enabling Legislation), Program Manager shall deliver to the Board, on a monthly basis, a written report (the "Monthly Financial Report") that identifies and tracks for each Project all relevant financial information and includes such other information as the Board may request from time to time.
6. **Meetings.** In performing the Services required under this Agreement, Program Manager shall consult with the Board's Representative, and shall meet, as appropriate and as directed by the Board, with other Board employees or officials and with other Persons, as necessary, including state and federal officials and/or neighborhood groups or organizations. Without limiting the generality of the foregoing, Program Manager shall meet with the Board on a monthly basis, as directed by the Board, to review and discuss the Monthly Financial Report and the status of all Projects and related issues.
7. **Ownership of Data.** The Board shall be the sole and exclusive owner of all data, drawings, diagrams, specifications, work papers, reports, filings, agreements,

instruments, exhibits, plans, calculations, studies, reports, texts, special forms, schedules, computer data files and any other written information and other documents, whether prepared by Program Manager, the Board, or any other Person, related to the Program (collectively, "Data"). Program Manager shall make all such Data available to the Board and its designees at Program Manager's local office during reasonable business hours on provision of reasonable notice. Within a reasonable period of time after completion of the Program or, if earlier, immediately upon the termination of this Agreement, Program Manager shall deliver to the Board or its designees originals and all copies of all Data, in electronic and hard copy form (as applicable).

8. **Delivery of Financial Statements.** During the Term, Program Manager shall deliver to the Board, as soon as available, but in any event within 180 days after the end of each fiscal year of Program Manager, an accountant audited balance sheet, statement of income, statement of operations and statement of cash flows, prepared in accordance with GAAP.
9. **Conflicts of Interest.** (a) As used in this Agreement, the following terms shall have the following meanings: (1) "Affiliate" means, with respect to a Person, any other Person that directly or indirectly controls, is controlled by, or under common control with, such Person; (2) "Conflict of Interest" means (a) any Covered Person, directly or indirectly, in connection with the Program, (i) performs services or work, (ii) provides materials or supplies or (iii) receives compensation or other payments or benefits of any type, other than, in each case, with respect to the Services to be performed pursuant to this Agreement; or (b) because of a Covered Person's relationship with the Board or the Program as a result of this Agreement or the Services, any Covered Person has or may have an unfair competitive advantage or receives or may receive improper benefits; (3) "Covered Person" means Program Manager, each Designated Consultant, each Member of the Management Team, and their respective Affiliates; and (4) "Person" means and includes any individual, partnership, corporation, trust, unincorporated organization or other entity or government authority.

(b) If, during the Term, any actual or potential Conflict of Interest arises with respect to Program Manager or its Affiliates, or Program Manager becomes aware of any actual or potential Conflict of Interest with respect to any other Covered Person, then Program Manager shall immediately notify the Board, in writing, of such Conflict of Interest, including a detailed description of the Conflict of Interest and a description of the actions, if any, that Program Manager has taken, or proposes to take, to avoid or mitigate such Conflict of Interest.
10. **Schedule.** Program Manager shall perform Services at such times and in such sequence as may be directed by the Board or as may be necessary to satisfy the Program schedule developed by Program Manager and approved by the Board for the Program, any Project within the Program, any specific requirements of any such Project or any requirements of the Enabling Legislation.
11. **Suspension.** If the Program is suspended by the Board for more than 30 consecutive days, Program Manager shall be compensated for Services performed prior to notice of such suspension. When the Program is resumed, Program Manager's compensation shall be equitably adjusted to provide for reasonable expenses incurred, if any, in the

interruption and resumption of Program Manager's Services (unless such suspension in Services is attributable to the fault of Program Manager or any of its Designated Consultants).

12. **Termination by the Board for Cause.** The Board may terminate this Agreement (i) immediately upon written notice to Program Manager if Program Manager breaches any of its obligations under this Agreement and fails to cure a breach within 20 business days of the delivery of written notice of such breach; (ii) on 60 days prior written notice to Program Manager if, as a direct or indirect result of any negligence, act, omission or failure to perform Services by Program Manager or any of its Designated Consultants, the comprehensive school facilities modernization plan for Phase 3 is not completed and approved by the Comptroller of New York State in accordance with the requirements of the Enabling Legislation within one year after the Effective Date, provided that such termination pursuant to this Section shall not be effective if the comprehensive school facilities modernization plan is completed and approved during the 60 day period after the delivery of such notice of termination; or (iii) on 60 days prior written notice to Program Manager if, as a direct or indirect result of any negligence, act, omission or failure to perform Services by Program Manager or any of its Designated Consultants, construction has not commenced on at least one Project within two years after the Effective Date, provided that such termination pursuant to this Section shall not be effective if construction commences during the 60 day period after the delivery of such notice of termination.
13. **Termination by the Board without Cause.** The Board may terminate this Agreement without cause at any time on 20 business days' prior written notice to Program Manager.
14. **Rights and Obligations Upon Termination.** Upon termination of this Agreement, the Parties agree as follows:
 - (a) Return of Materials. Program Manager shall return to the Board any of the Board's Proprietary Information, in accordance with this Agreement, and deliver to the Board all Data pursuant to this Agreement.
 - (b) Continuing Obligations. Notwithstanding any provision to the contrary contained in this Agreement, each of the Parties shall abide by and uphold any and all rights or obligations accrued or existing as of the termination date, and all obligations that specifically or by their nature survive the expiration or termination of this Agreement including, without limitation, indemnification.
 - (c) Payment of Compensation. Upon the date of any termination pursuant to this Agreement, the Board shall pay to Program Manager all sums earned by or payable to Program Manager pursuant to this Agreement as of such date, less, in the case of a termination as a result of a breach by Program Manager, the actual damages incurred by the Board as a result of such breach. The Board shall not be obligated to pay Program Manager any amounts other than as described in this section as a result of termination for cause or convenience.
 - (d) Replacement. Upon termination of this Agreement, the Board may take over responsibility for the Services and may retain another party to complete the Services.

In such event, Program Manager will cooperate with the replacement program manager and the Board in transitioning the Services to such replacement.

15. **Records; Right to Inspect.** Program Manager shall maintain complete and accurate books and records in accordance with sound accounting practices consistently applied to substantiate the Services performed, including daily logs outlining the Services performed and the time spent in performing such Services. Program Manager shall preserve such records during the Term and for a period of three years after the expiration or termination of this Agreement. During the Term and for a period of three years 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 selected and paid by the Board.
16. **Proprietary Information.** Program Manager acknowledges 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 Program Manager that relates to the Program or to the internal organization of the Board or any other information obtained or witnessed relative to the Board or the Program in connection with Program Manager providing Services hereunder (“Proprietary Information”). The Proprietary Information includes, but is not limited to the following information of the Board:
 - (a) all information pertaining to the Program including, without limitation, plans, specifications, cost estimates, designs, schedules, reimbursement factors, arrangements with Construction Managers, Architects of Record, contracts, suppliers and other third parties;
 - (b) all information relating to the structure, organization or operation of the Board;
 - (c) all information relating to any school facilities including, without limitation, all information provided by the District in connection with the Program;
 - (d) Submittals and Data relating to the Program;
 - (e) technical and/or business information furnished by third parties to the Board, including contractors, suppliers, licensors, and vendors; and
 - (f) the terms and conditions, including the compensation structure, of this Agreement.

Proprietary Information shall not include (1) information generally available to the public other than by a breach of this Agreement; (2) information rightfully received by Program Manager 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; (3) information independently developed by Program Manager or its personnel provided the Person or Persons developing the information have not had access to the information as received from the Board; or (4) information already known to Program Manager prior to its first receipt from the Board.

At all times during and after the Term, Program Manager 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 Program

Manager's own benefit or for the benefit of any Person other than the Board. Upon any termination of this Agreement, or upon the request of the Board, Program Manager shall promptly deliver to the Board all of the Board's Proprietary Information, and Program Manager shall not retain any documents or materials or copies thereof containing any such Proprietary Information. Notwithstanding the foregoing restrictions, Program Manager may use and disclose any information (1) to the extent required by law (including, without limitation, public meeting and public project disclosure laws) or (2) 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.

17. **Independent Contractor.** Program Manager shall be an independent contractor of the Board. No joint venture, partnership, employment, agency or similar arrangement is created between the Parties. Program Manager shall not have the authority to enter into agreements on the Board's behalf or otherwise bind the Board by its decisions and shall not hold itself out as the Board's agent without prior written authorization from the Board. Except as otherwise provided herein, each Party shall bear all of its own expenses in connection with the execution and performance of this Agreement.
18. **Governing Law.** This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.
19. **Mediation.** Any dispute arising out of this Agreement which cannot be resolved through direct discussions between the Parties may be referred by either Party to mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the Parties mutually agree otherwise. If the dispute is not resolved, the claiming Party may thereafter resort to the courts of competent jurisdiction in the County of Monroe, State of New York. Notwithstanding any claim, dispute, or legal action by a Party under this Agreement, Program Manager shall continue to perform Services under this Agreement in a timely manner unless otherwise directed by the Board. If Program Manager continues to perform Services under this Section, the Board shall continue making payments due under the Agreement except for any item(s) in dispute.
20. **Parties Bound.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
21. **Entire Agreement; Amendment.** This Agreement contains the entire understanding between the Parties with respect to the subject matter and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only by a writing signed by both of the Parties.
22. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

23. **Non-Waiver.** No failure to exercise and no delay in exercising, on the part of either Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
24. **Changes.** The Board may, from time to time, request changes in the scope of Services of Program Manager to be performed hereunder. Such changes, including any increase or decrease in the amount of Program Manager's compensation, which are mutually agreed upon by and between the Board and Program Manager, shall be incorporated in written amendments executed by both Parties to this Agreement.
25. **Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and give effect to this Agreement.

30. Proposal and Fee

FEE SUBMITTAL FORM

FIRM NAME:

ADDRESS:

TELEPHONE

/

E-MAIL:

TOTAL NUMERICAL VALUE NOT TO EXCEED PRICE PROPOSAL FOR PHASE 3 PROGRAM MANAGER SERVICES: (Base cost plus fee)

_____ (DOLLARS)

TOTAL WRITTEN VALUE NOT TO EXCEED PRICE PROPOSAL FOR PHASE 3 PROGRAM MANAGER SERVICES: (Base cost plus fee)

_____ (DOLLARS)

BREAKOUT FEE PORTION OF THE COST PROPOSAL

_____ (DOLLARS)

Alternate A-1 Training / Mentoring (Annual Cost)

_____ (DOLLARS)

Alternate A-2 Marketing / Outreach (Annual Cost)

_____ (DOLLARS)

Alternate A-3 Program Insurance
A-3a. (OCIP)

_____ (DOLLARS)

A-3b. (CCIP)

_____ (DOLLARS)

Alternate A-4 Builder's Risk Insurance

_____ (DOLLARS)

Alternate A-5 Interdisciplinary Document Review Services

_____ (DOLLARS)

APPENDIX A

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

Background:

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

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

Instructions:

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

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

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

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

APPENDIX B

**RESPONDENT CERTIFICATION OF COMPLIANCE WITH
STATE FINANCE LAW §139-k(5)**

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

BY

*LEGAL NAME OF FIRM
OR CORPORATION

AUTHORIZED
SIGNATURE

ADDRESS

TYPED NAME OF
AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

APPENDIX C

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

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

Address: _____

Name and Title of Person Submitting this Form:

Date: _____

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____