

REQUEST FOR PROPOSALS

ROCHESTER SCHOOLS  
MODERNIZATION PROGRAM  
(PHASE 2)

PROGRAM MANAGEMENT  
SERVICES

Prepared by  
Rochester Joint Schools Construction  
Board

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## **1. Introduction**

The Rochester Joint Schools Construction Board (“RJSCB”) seeks to identify a qualified firm or joint venture to serve as Program Manager to plan and execute Phase 2 of the Rochester Schools Modernization Program (“RSMP”) or (the “Program”) of the Rochester City School District and the City of Rochester.

The RJSCB is the governing entity of the Program, created by New York State Legislation (Chapter 416, Laws of New York State 2007, and as further amended in June of 2014 to provide for Phase 2 of the Program) (the “Enabling Legislation”) to act as agent of the City of Rochester (the “City”) and the Rochester City School District (the “District”), and to manage the overall financing and construction of the Program. The Program Manager will execute and manage Phase 2 of the overall Program on behalf of the RJSCB and will report directly to the RJSCB. The Program Manager will oversee and manage professional services contracts entered into with the RJSCB for Phase 2 projects. This Request for Proposals is only related to Phase 2 of the RSMP and selection as Program Manager for Phase 2 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 located at 1776 North Clinton Avenue, Rochester New York, 14621.

The successful candidate will provide the RJSCB with master planning, preconstruction, and administration services. As the RJSCB’s representative, the Program Manager will plan and implement the comprehensive rehabilitation and redevelopment of up to 25 school buildings, plus a District Wide Technology project, for a Program of up to \$435 million in the Rochester City School District. Hard construction costs are expected to be approximately \$300 million.

The RJSCB will 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 the Program.

Respondents should familiarize themselves with the RJSCB’s Schools Modernization Program documents, available at the following link: <http://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 which is 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 or non-responsive 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 RJSCB IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED.

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

The Program Manager will work with the Master Plan Architect (SWBR Architects has already been retained by the RJSCB for this service) and the District to finalize the draft Master Plan for Phase 2. The Master Plan document will identify the schools to be included in Phase 2 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 of Rochester/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 28,401 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 it operates. The Rochester Schools Modernization Program will serve as additional impetus to identify schools that can be removed from the District inventory in the future. The Program Manager will 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 1 of the RSMP is approximately 85% complete at this time. Nine schools have been completed to date including; John Williams School No.5, Enrico Fermi School No.17, Henry Hudson School No.28, Helen Barrett Montgomery School No.50, World of Inquiry School No.58, East High School, Charlotte High School, Edison Technology Campus, and Franklin Educational Campus. The final two projects in Phase 1 are Monroe High School, currently out to bid, and James P.B. Duffy School No.12. Both of these projects are scheduled for completion in summer of 2016.

It is anticipated that several of the buildings included in Phase 1 will have a second project in Phase 2. Those buildings include: Charlotte High School, East High School, Monroe High School, and Edison Technology Campus.

### **3. Qualifications**

The Program Manager shall have experience in planning, managing the financing, constructing and/or reconstructing 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 which must be identified.

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), administration of public entities, public ethics compliance, knowledge of M/WBE requirements and New York State Public Officers Law, public entity administration and the competitive bidding requirements of New York State General Municipal Law.

### **4. Overall Responsibilities**

The Program Manager's primary duty will be to administer the overall program on behalf of the RJSCB and the District so that Phase 2 of the RSMP:

1. Fulfills the Superintendent's vision for achievement, equity and accountability;
2. Maximizes New York State 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 M/WBE participation at all levels;
6. Minimizes the disruption of school operations; and
7. Assists the District in "right-sizing" to reflect current/projected enrollment, taking into account recognized K-12 best practices regarding academic achievement, class size, parent engagement, and community partnerships 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 the Program. The Program Manager will collaborate with RJSCB's consultants and professional service providers, and the District, in the selection, management, and construction of projects to modernize up to 25 school buildings, plus a District Wide Technology project in the Rochester City School District.

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. Developing and implementing standard project procedures to deliver the overall Phase 2 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. Reviewing plans and specifications for projects;
3. Having firm understanding of the overall Program and the individual projects;
4. Having firm understanding of the District standards for products, materials, and design; oversee architect adherence to those standards;
5. Developing standardized front end specifications for individual projects;
6. Developing and implementing policies and procedures to provide sufficient skilled employees for such projects including developing and implementing training programs, if required;
7. Overseeing 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. Interfacing with District staff, City staff, and the Master Plan Architect to develop a Phase 2 Master Plan of the RSMP and administer 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 MCA projections;
9. Assisting the District with soliciting public input from the community for the Phase 2 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. Developing and maintaining 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. Facilitating approval of the Master Plan and subsequent individual project designs by the 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 NY SED reviews (documents, meetings, information flow);

12. Collaborating with the Independent Compliance Officer to update the existing Phase 1 Diversity Plan for Business Utilization and Workforce Participation (Note: the RJSCB will be contracting with an Independent Compliance Officer for Phase 2 through a separate process.);
13. Working with the Independent Compliance Officer to identify MBE, WBE firms and to recommend strategies to expand opportunities for MBE, WBE participation;
14. Providing oversight of professional services contracts entered into with the RJSCB for Phase 2 projects;
15. Preparing monthly reports on progress against RJSCB-approved performance metrics to include but not be limited to: schedule, financial performance, design and/or construction issues and other requested information;
16. Managing the overall project schedule, and all costs and budgets for individual projects in Phase 2 including the “local share” costs to ensure the Phase 2 projects meet RJSCB-approved time and budget targets;
17. Generating master project budget and provide monthly budget vs. actual cost reports for all individual projects;
18. Preparing and documenting guidelines for Program incidental costs within the maximum incidental cost allowance determined by SED;
19. Assisting and supporting the RJSCB in obtaining its financing for the Program, 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 NY SED and the State Comptroller, and other financing provisions described in chapter 416 of the Laws of the State of New York of 2007, as amended;
20. Reviewing and approval of project schedules;
21. Reviewing and approval of payment schedules and payments to contractors and professional service firms;
22. Scheduling / Planning for procurement (RFQs, RFPs, bids, etc.) and provide support to the RJSCB;
23. Reviewing proposals and bids, and make recommendations for award;
24. Advising and recommending the best contracting plan for delivering the individual projects;
25. Providing community liaison services and presentation of schematic designs and design development updates for each school to the community served by that school;
26. Implementing procedures for verification that all work for which payment has been requested has been satisfactorily completed;
27. Minimizing disruptions to ongoing school operations;



28. Working with the District to identify swing space locations, test fits, and coordination of moves;
29. Coordination with District Facilities Department and other internal departments (such as Security, IM&T, Food Service, Transportation, Teaching and Learning, etc.) during planning, design, and through construction and close-out of individual projects;
30. Managing the scope, schedule, budget, quality, communications, risk management and public relations components of the program;
31. Oversight of the Architecture/Engineering for each project;
32. Assisting 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 the Program;
33. Evaluating RFQ/RFP responses and make recommendations to the RJSCB regarding the hiring of other professional service consultants for the Program;
34. Recommending to the RJSCB a contracting plan to use either single General Contractors (GCs) and/or multiple trade contractors for each individual project;
35. Oversight of the construction managers and prime contractors/subcontractors to ensure compliance with construction schedules, budgets, and program requirements;
36. Managing the Program insurance and bonds submissions, approvals, and update compliance throughout the duration of the Program;
37. Making a recommendation on establishing a Safety and Health Partnership Agreement with OSHA for Phase 2 and if appropriate establish and administer the agreement;
38. Monitoring contract compliance;
39. Supporting the RJSCB in negotiating a Project Labor Agreement (“PLA”) with local Building Trade Unions;
40. Assisting with administration of the PLA and resolving jurisdictional issues and other workforce/labor relations issues; create procedures for monitoring and enforcing stipulations in the Project Labor Agreement;
41. Recommending retention of any needed third-party consultants or specialty firms, and coordinate their work;
42. Preparing annual and other reports as may be specified and required by the RJSCB;
43. Managing all accounting/reporting details of individual projects as well as the overall Program;
44. The Program Manager will provide liability insurance support services in order to assist the RJSCB in monitoring and processing insurance coverage and claims from Program inception through completion;
45. Overseeing individual project close-out process and coordinate with SED regarding State Aid Reimbursement;

46. The Program Manager will 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;
47. 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), the New York State Education Department (NYSED), 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; and
48. Otherwise support, assist and undertake such tasks, studies, reviews, and other duties as requested by the RJSCB to implement the Rochester School Facilities Modernization Program as defined in Chapter 416, Laws of New York State of 2007 as amended, 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 will support and participate in the community roll-out component 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 entities necessary. These presentations shall include, but are not limited to, budgetary information, project schedules, design plans, etc.;
2. Coordinating and/or providing all collateral materials for these presentations including electronic, large-format, and hard-copy documents;
3. Establishing a dedicated project website with illustrations, data, progress reports and Program updates throughout project duration. The website content is subject to approval of the RJSCB; and
4. Providing a summary report, working with the District and the Master Plan Architect, that articulates the recommended changes to the preliminary Phase 2 plan based on the public input provided.

## **7. Diversity Responsibilities**

The Enabling Legislation, as amended for Phase 2 of the Program, requires that the Preliminary Diversity Plan created for Phase 1 be reviewed, modified if necessary, and approved by the RJSCB for inclusion in the Master Plan for Phase 2. The Program Manager will work with RJSCB's Independent Compliance Officer on this effort. Specifically:

1. Work with the Independent Compliance Officer to recommend procedures for maintaining and enforcing the Program diversity goals;
2. Work with the Independent Compliance Officer to recommend any changes to participation goals for the Program to RJSCB;
3. Work with the Independent Compliance Officer to recommend any changes to the existing Preliminary Diversity Plan;
4. Work with and support the Independent Compliance Officer'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 Project Labor Agreement executed in connection with the Program; and
5. Meet regularly with the Independent Compliance Officer to review contractor compliance with requirements.

## **8. Project Labor Agreement Responsibilities**

The Enabling Legislation, as amended for Phase 2 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 2, contingent upon the completion of a supplemental Project Labor Agreement benefits analysis. The Program Manager will assist the RJSCB and its consultants regarding the supplemental benefits analysis and will make recommendations to the RJSCB. The Program Manager may be required to assist the RJSCB and its legal counsel in negotiating the PLA. The Program Manager will provide support and assist the RJSCB in administration and management of the PLA for the Phase 2 Program. Specifically:

1. Schedule and conduct pre-construction meetings with all Prime contractors and their subcontractors to review hiring goals and requirements and obligations under the Project Labor Agreement;
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 Independent Compliance Officer and assist the Independent Compliance Officer in meetings with contractors and union leaders when compliance with project requirements is not being met;
4. Meet regularly with the Independent Compliance Officer 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 the Program.

### **9. Detailed Scope of Work**

Each individual project of the Phase 2 Program will 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 phase.

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

1. Participate in the 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 project scopes;
4. Create preliminary individual project and overall 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 Maximum Cost Allowance (MCA). All Program costs, whether eligible or ineligible for NYS Building Aid, must be included in overall total Program budget. The Program budget must reflect the local share specifications established by the agreement of the RJSCB and District (as approved by the Board of Education);
6. The entire initial Program budget and future updates shall include all Program costs including: construction costs, incidental costs for each individual project, and all other overall Program costs. The Program Manager will provide monthly updates of this summary report;
7. Create a master project schedule for programming, design, construction, move-in/turn over, 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 discussed under Section 6; Communications, Marketing, Public Relations Responsibilities that meets or exceeds 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 RJSCB;

13. Attend all meetings of the RJSCB and committees to provide progress updates, financial management reports and the general status of issues relating to the Program;
14. Recommend solutions to logistic concerns, such as swing space locations and associated cost; and
15. Assist with the acquisition of property, as applicable to Phase 2 scope requirements. This may require environmental assessments, as well as demolition contract documents.

➤ ***Pre-Design Phase***

1. Initiate Program scope, funding revisions, and approvals;
2. Identify 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, hiring and contract approval of architects, engineers, interior designers specialty consultants, and other professional services;
4. Coordinate, oversee, and manage the work of these 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; develop project cash flow projections; evaluate state 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 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 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 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 vs. 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, the RJSCB, City of Rochester, District, NYSED, NYSDEC, and the NYS Comptroller's Office.

➤ ***Schematic Design Phase***

1. Manage and coordinate the architect's efforts to define enrollment capacity of proposed projects;
2. Work with Financial Advisor to determine NYS Building Aid reimbursement based on Maximum Cost Allowance of individual buildings;
3. Coordinate and manage the construction management and other professional service firms, monitoring performance with regard to contract requirements, quality of product, budget, schedule compliance, codes, regulations and standards;
4. Include the active participation of the District Educational Department and Facilities Department throughout this process;
5. Recommend to the RJSCB approval/denial of monthly payment applications submitted by the construction manager and other consultants;
6. Program Manager to provide accounting management of these contracts, reporting monthly to the RJSCB;
7. Coordinate and document meetings with the District to confirm building design criteria. These meetings should include the following: Facilities Planning, Plant Engineering, Plant Maintenance, Plant Operations, Food Services, Transportation, Information, Instructional Management and Technology (IM&T), 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;
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 vs. 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 RJSCB, the District, SED and as otherwise as may be required;
19. Organize schematic design for presentation for the community;
20. Assist and direct work of each architectural and engineering firm throughout the Program;
21. Maintain communications regarding design activities with RJSCB;
22. Establish minimum safety standards for the Program. Review site safety and logistics plans of CMs;
23. Recommend bidding procedures, packages and contract document requirements;
24. Recommend project and construction phasing plans;
25. Coordinate logistics planning for students with District;
26. Coordinate the development of construction contract forms and general conditions documents, incorporating modifications to standard forms as applicable to the project;
27. Submit regular project reports for critical matters including design issues, schedule progress and budget vs. actual cost reporting; and
28. Recommend construction contract criteria, including General Condition requirements, PLA inclusion, M/WBE 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 vs. actual cost for all projects; update evaluation of reimbursement of eligible and ineligible project costs; and identify bid alternates for cost control;
3. Coordinate, schedule and attend routinely conducted design development review meetings of the Architect, 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: 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 vs. 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;
10. Coordinate, oversee and manage all SEQR studies, including a Draft Environmental Impact Statement (DEIS) and a Final Environmental Impact Statement (FEIS);
11. Coordinate, oversee and manage the submission of all other applications required prior to 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 (LOI) 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 Program budget with RJSCB, the District, the City and SED at design development completion.

➤ ***Contract Documents Phase***

1. Manage, review, update and track master schedule for all projects;
2. Manage, review, update and track project budget and budget vs. 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 RJSCB and District; coordinate submission of final designs to and coordinate approvals from SED;
6. Coordinate, manage and direct work of each architectural firm;
7. Prepare separate bid packages (RFPs and bids) for long-lead items for separate purchase;
8. Work with the construction manager to encourage contractor interest in project; establish bidding schedules; prepare bid notice; develop bid comparison sheets;
9. Develop and assist in the RFPQ/RFP process for obtaining other third party vendors including environmental monitor, special inspection and testing services, and commissioning agent;
10. Conduct routinely scheduled construction document 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 the RJSCB;
13. Work with the construction manager to establish the Construction Phase Schedule;
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 estimate and construction manager 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 will include the District as an additional recipient of all documents submitted to (and from) SED;
  - B. The Program Manager will make the submission to SED for project review upon authorization by the District;
  - C. The Program Manager will submit required SED addendums, clarification and all other correspondence directly to SED and include the District as an additional recipient; and
  - D. All archive data will 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 addendums 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 State General Municipal Law;
2. Prepare an RFP 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. Review and recommend for approval addenda;
10. Bid coordination: manage Requests for Information during the bid and manage information flow among bidders, architect, construction manager, and RJSCB;

11. Bid coordination: attend bid opening; assist the RJSCB in receipt of bids from contractors; evaluate bids, 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;
12. Provide bid information to the Independent Compliance Officer who will advise the RJSCB on acceptability of subcontractors and material suppliers for diversity compliance;
13. Determine recipients of complimentary bid documents and coordinate delivery, such as non-profit businesses, trade and public awareness organizations;
14. 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 addendums;
15. Coordinate posting of the addenda; and
16. Review, analyze and advise the RJSCB in regard to bidders’ qualifications, all other information requested by the RJSCB.

➤ ***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 vs. actual cost for all projects;
3. Review and approve contractor payment requests and professional service invoices 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 the architect and the construction manager for the following items but not limited to: approval of shop drawings; issuance of change orders; 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 architect, the construction manager, and contractors to complete projects within required budget, time and cost;
8. Monitor and evaluate the progress of overall Program 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, schedule progress, cash flow forecast, and budget vs. 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 (“OACM”)
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 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 work; and
16. Review, authorize, track and record all change orders, payment application and invoices for the construction and incidental work.

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

Assist architect and construction manager with project completion activities:

1. Review contractors’ and architect’s certification that the project is complete, and that all punch list items have been addressed;
2. Conduct final inspection with architect and 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 NYSED for finished projects;
2. Assist the RJSCB with the following:  
Warranty and guarantee claims; gathering and turnover of necessary building equipment maintenance information; periodic post-construction warranty punch list; post-construction (11 month) building system and component evaluation and reports (before 12 month warranty has expired);
3. Assist the RJSCB in development of the Program - mandated Annual Program Reports to 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 2.

**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 Minority and Women owned businesses to participate in 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 M/WBE 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 will 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 program. The coverage would include CGL and Worker’s Compensation coverage for the entire Program (assume \$300 million in hard construction costs). The maximum deductible should not exceed \$250,000.

**A-3b.** For this alternate the Program Manager will 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 \$12 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 the Program will be implemented using a traditional insurance program where each contractor and sub-contractor 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 submission process and oversee compliance by 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 Program. It should be assumed for the purpose of this RFP that the hard construction costs for the Program will be \$300 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 can 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 25 individual projects plus a District Wide Technology project in Phase 2 of the Program at roughly \$12

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 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 their 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 allowed to submit a proposal at that time.

### **11. Office Space**

Office space for the Program Manager will be provided by the District and is expected to be reflected in the Agreement between the Program Manager and the RJSCB. The RSMP Office is currently located at 1776 North Clinton Avenue, Rochester, NY 14621. The building is approximately 80,000 sq ft and serves as the RJSCB Office, the Program Manager's Office, the Independent Compliance Officer's office, and as a warehousing facility for Program and District use. The Program Manager may enter into a Memorandum of Understanding to assume the facility for use as its office space.

### **12. Commitment**

The RJSCB expects that team members brought forward as part of the proposal process will be assigned to the program 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.

### **13. 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's name shall be approved by the RJSCB, the City of Rochester (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 proposer, 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 fully incorporates all information provided in this RFP and any Addenda, 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.

The Agreement is expected to include a "Not-to-Exceed" fee percentage itemized per phase. The following is provided as an example 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 2 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.

Please note that office space for the successful Program Manager will be provided by the Rochester City School District and is expected to be reflected in the Agreement between the Program Manager and the RJSCB.

#### **14. Submission Information**

Submissions **must** be received no later than 2:00 PM (Eastern Daylight Time) on **Friday, May 22, 2015**.

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 – The Respondent is requested to simultaneously confirm that their proposal has been sent by sending a confirming email to [PMRFP@rjscb.org](mailto:PMRFP@rjscb.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 Peter Abdella, Esq.  
Harter Secrest & Emery, LLP  
1600 Bausch and Lomb Place  
Rochester, NY 14604

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 [PMRFP@rjscb.org](mailto:PMRFP@rjscb.org) by May 1, 2015. Failure to submit a notice of intention to submit a response will not disqualify a Submission, however notice of intention delivered to 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.

### **15. 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 Request for Proposals 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 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 the proposed project.
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 M/WBE participation goals and achievement 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 ("PLA"). Include specific information about the impact of the PLA 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 \$435 million in bonding provided by the Enabling Legislation. Address issues of local share, Maximum Cost Allowance, multi-phase individual projects, and soft cost management.

15. Demonstrate your firm's knowledge of Maximum Cost Allowance 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 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.** Respondents 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.

#### **16. Communications / Correspondence**

All communications and correspondence relative to this RFP should be sent by electronic mail to [PMRFP@rjscb.org](mailto:PMRFP@rjscb.org). 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, THE CITY, OR THE DISTRICT, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.

#### **17. 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 [PMRFP@rjscb.org](mailto:PMRFP@rjscb.org) by 2 p.m. (EDT) on May 1, 2015. RJSCB shall promptly redirect the questions to appropriate RJSCB, School District or City personnel. Questions and the resulting answers 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 by 4 p.m. on May 8, 2015 to all firms that have identified themselves as interested parties and provided an e-mail address.

#### **18. Time Frame and Key Dates**

The following timeline is subject to change by the RJSCB:

<b><u>Event</u></b>	<b><u>Date</u></b>
Issue RFP	April 14, 2015
Individuals/Firms confirm interest in submitting	May 1, 2015
Clarification Questions Due	May 1, 2015

Clarification Answers provided to all interested parties	May 8, 2015
Deadline for Submission (receipt) of RFP Responses	May 22, 2015
Short Listed Firms to be notified	Anticipated Week of June 8, 2015
Interviews with Short Listed Firms	Anticipated Week of June 15, 2015
Contract Award (Special RJSCB Meeting)	Anticipated June 29, 2015

### **19. 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 Rochester Joint Schools Construction Board. Submissions will be reviewed and scored by a committee formed by the RJSCB. The committee will include members of the RJSCB, the City of Rochester, and the Rochester City School District.

The review team will review responses and anticipates notifying finalists the week of June 8, 2015 for interviews to be conducted the week of June 15, 2015. The RJSCB expects that the Program Manager will begin work upon the successful conclusion of contract negotiations and execution.

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.

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. M/WBE and EEO compliance;
3. References;
4. Evaluation of the Respondent's methodology and overall approach to the Project, 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 service to be provided;
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, the City, and the 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, RCSD or the City. Additionally, no agreement will be awarded to any Respondent that, in the discretion of the

RJSCB, the City, and the District has failed to satisfactorily perform pursuant to any prior agreement, project, or contract with the RJSCB, the City, or the District.

## **20. 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 members 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 response thereto by the RJSCB.

In addition to utilizing the established protocol described in this RFP and email address ([PMRFP@rjscb.org](mailto:PMRFP@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 School District.

## **21. Equal Opportunity**

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

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, 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.

## **22. 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.
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.

## **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 RCSD 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 comply, at its sole cost, with 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, RCSD or City of Rochester employee, officer or official.

## **28. Insurance**

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 million per accident

Professional Liability Insurance:      \$1 million per claim/\$2,000,000 aggregate

Workers' Compensation:      Statutory amount

Employer's Liability:      \$500,000

Excess/Umbrella (for general aggregate and auto liability only):      \$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 evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. 30 Days Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums. The City of Rochester and Rochester City School District must be named as additional insureds on such policies as well as on a primary and non-contributory basis. RJSCB may also later add other parties involved in the Program financing as additional insureds.

#### **Indemnification & Hold Harmless**

The Program Manager and its sub-consultants will be required to indemnify and hold harmless RJSCB, the City and the District and other parties as required. The provision will state that the Program Manager will be required to indemnify, defend and hold harmless RJSCB, the District, the City and their respective trustees, directors, officers, Board members, agents and employees from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses and expenses (including, without limitation, reasonable attorneys' fees and costs) directly or indirectly relating to, arising from or in connection with (a) any action or alleged negligent act or omission or willful misconduct of the Program Manager or any of its agents, employees or subcontractors; (b) any breach by the Program Manager or any of its representations, warranties or covenants set forth in the Program Manager Agreement; or (c) any actual or alleged injuries (including death) suffered by any of the Program Manager's agents, employees or subcontractor, or any employees or agents thereof, in the course of their performance or completion of any services or upon any premises owned, leased or controlled by RJSCB, or any Program or Project site, except to the extent caused by the negligence or willful misconduct of any indemnitee.



**30. Proposal and Fee**

**FEE SUBMITTAL FORM**

FIRM NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

TELEPHONE

/

E-MAIL:

\_\_\_\_\_

TOTAL NUMERICAL VALUE NOT TO EXCEED PRICE PROPOSAL FOR PHASE 2 PROGRAM MANAGER SERVICES: (Base cost plus fee)

\_\_\_\_\_ (DOLLARS)

TOTAL WRITTEN VALUE NOT TO EXCEED PRICE PROPOSAL FOR PHASE 2 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, RFP's, etc., the Board must obtain the following affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance Law §139-j and §139-k:

*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: \_\_\_\_\_