



REQUEST FOR PROPOSALS

FOOD SERVICE CONSULTANT FOR PHASE 2

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

ISSUE DATE:
July 19, 2016



Rochester Joint Schools Construction Board
Facilities Modernization Program
1776 N. Clinton Ave.
Rochester, NY 14621





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

REQUEST FOR PROPOSAL

Date: July 19, 2016

To: Food Service Consulting Firms

From: Rochester Joint Schools Construction Board

Project Title: Food Services Consultancy Services

Send Statement of Qualifications to:

Rochester Joint Schools Construction Board
Attn: Mr. Thomas Renauto, Executive Director
1776 N. Clinton Ave.
Rochester, NY 14621

Contact:

trenauto@aol.com
Phone: 585-512-3806

RFP SCHEDULE	DATES
RJSCB issuance of the Request for Proposal.	19 July 2016
Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.	26 July 2016 (Noon)
Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	28 July 2016 (5:00 PM)
Submittal Deadline for Request for Proposals.	2 August 2016 (Noon)
Interviews with Short Listed Service Providers (anticipated).	Week of 15 August 2016
Award (anticipated).	23 August 2016

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- Appendix D: Form of Offerers’ Disclosure of Prior Non-Responsibility Determination

Attachments:

Attachment A: Fee Submittal Form

Attachment B – Diversity Program (DP) Forms:

- Form DP-1: Schedule of MBE/WBE/DBE/SBE Participation
- Form DP-2: MBE/WBE Letter of Commitment to Perform
- Form DP-3: Monthly Employment Utilization Report (with Instructions)
- Form DP-3a: Monthly EBE Utilization Report (with Instructions)
- Promise of Non-Discrimination
- EBE Assurance Statement
- Good Faith Efforts Checklist

Attachment C: Preliminary Phase 2 Schedule

Attachment D: Proposer’s Certification of Compliance with Iran Divestment Act

Attachment E: Consulting Services Agreement

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

Exhibit A - Scope of Services

Exhibit B – Schedule of Services

Exhibit C – Cost of Services

Exhibit D – Insurance Requirements

Exhibit E – Equal Employment Opportunity and Diversity Plan

1.0 PURPOSE OF REQUEST FOR PROPOSAL

The **Rochester Joint Schools Construction Board (RJSCB)** is seeking proposals from qualified professional firms to act as a Food Service Consultant for the Rochester Schools Modernization Program (RSMP). The purpose of this role is to provide a single point-of-contact for all food service design and specification requirements that are part of the RSMP, to ensure site-based food service delivery system that compliments the operations of the District's Food Service Department (RCSD-FSD) and Central Kitchen. The services to be provided will include compliance with board approved budget, compliance with all due dates and deadlines, coordination with Rochester City School District (RCSD) internal departments and outside consultants, coordination with other RSMP consultants hired by the RJSCB, as well as monitoring of all required policies and procedures for the proper and successful administration under the direction of the RJSCB.

The RCSD has previously secured the services of a Food Service consultant to work with their internal Food Service Department to complete a site assessment in support of their five-year master plan. The Food Service Consultant to be selected by the RJSCB by this RFP shall coordinate its design efforts with that of the RCSD Food Service Consultant and RJSCB-assigned architectural design teams, to program and develop food service facilities in each of the Phase 2 schools that complement the food service preparation and delivery system in use at the central kitchen.

The Rochester Schools Modernization Program (RSMP) is governed by the Rochester Joint Schools Construction Board to modernize the Rochester City Schools. **This RFP is specific to Phase 2 of the RSMP, in accordance with Chapter 533 of the Laws of New York enacted on December 17, 2014.** Although it is the intent of the RJSCB to award these services to one firm, the RJSCB reserves the right to issue contracts to multiple service providers that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired. The services being requested under this RFP are for only the projects in the Phase 2 program.

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

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

- Virgil I. Grissom School No. 7
- John Walton Spencer School No. 16
- James Monroe High School (Part B)
- East High School
- Martin B. Anderson School No. 1
- Dag Hammarskjold School No. 6
- Dr. Walter Cooper Academy School No. 10
- George Mather Forbes School No. 4
- Clara Barton School No. 2
- The Flower City School No. 30/54
-

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It is anticipated that the selected firm(s) will review documents prepared by each Architect of Record; perform inspections of work in-place; participate in Diversity Goals; coordinate with prime contractors and subcontractors during and after bids; and document conditions according to the applicable program requirements.

All services will be provided in accordance with the governing laws of the State of New York, the New York State Education Department, the City of Rochester, the Rochester Joint Schools Construction Board, and the Rochester City School District. The services to be provided will include compliance with all due dates and deadlines, coordination with RJSCB/RCSD internal departments and outside consultants, as well as successful administration of Food Service Consulting work under the direction of the Program Manager.

2.0 DISTRICT INFORMATION

The Rochester City School District is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 700,000. The RCSD serves approximately 30,000 students in pre-Kindergarten through grade 12. It operates in approximately 52 Buildings. The RCSD currently employs approximately 7,500 employees.

3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION

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

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

The Phase 2 Master Plan is expected to receive approval from the New York State Education Department in the summer of 2016. In parallel to the Master Plan work, the District authorized the RJSCB to begin design work on two "Early Start" Phase 2 projects: East High School and Monroe High School (Part A). In addition, Architectural services for Schools #7 and #16 have been awarded which will complete the "2a" group of projects. The RJSCB has recently submitted the construction documents for Monroe High School (Part A) to The New York State Education Department and is expecting to receive approval in the summer of 2016. Monroe High School (Part A) does not require the services of a kitchen Food Service Consultant.

4.0 OVERALL SCOPE AND SCHEDULE OF SERVICES

The following project scope is intended to support the Rochester City School District for consistency in approach and standardized implementations. In addition to the identified project scope, the Food Service Consultant shall provide specification standards (for inclusion in bid documents) that will be used for design and construction of schools associated with the RSMP. These Food Service specification standards shall be consistent with the master planning goals of RCSD-FSD and Facilities staff. It will be the Food Service Consultant's responsibility to ensure adherence to these standards.

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As it relates to the RSMP, the Food Service Consultant shall work in a collaborative environment involving the assigned architects, engineers, construction managers, program managers, RCSD staff, RCSD's food service master planning consultant, and contractors.

4.1 Detailed Scope of Services

The goal of this RSMP project is to provide the Rochester City School District with seamless integration in all schools. The scope of the Food Service Consultant consists of activities including, but are not limited to:

- Provide design requirements (drawings and specifications) in strict compliance with the most current RSCD Food Service five-year master plan.
- Provide technical support including the development of schedules and equipment cost estimates.
- Representation at all RSMP Food Service Work Sessions.

- Development of multiple contractor bid documents for providing food service equipment.
- Evaluation of existing food service facilities in Phase 2 schools.
- Assist in the evaluation of contractor bids.
- Assist in preparation of contract packages for food service equipment per project.
- Coordination and assistance to the CMs and Architects of Record related to shop drawing and submittal review and post installation quality review.
- Coordination with assigned architectural design teams per each Phase 2 project throughout the term of the Rochester Schools Modernization Plan (RSMP).
- Preparation of necessary forms and documentation to be submitted to New York State Education Department (SED).
- Development of product specifications and installation requirements matching RCSD food service master plan standards.
- Preparation of bill of materials and quantities listing.
- Progress Reports prepared & delivered to RSMP Program Manager on a periodic basis (frequency TBD).
- Assist in the coordinate point of sale (POS) cash register system uses.
- Testing, labeling, documentation, and acceptance.
- Warranty requirements.

4.2 Building Controls and Energy Management Systems

The Architect of Record is responsible for design of building controls for each project. The Food Service Consultant shall provide information/specifications for the equipment being specified for use by the Architect and the mechanical, electrical, and plumbing engineers. This includes design coordination to ensure an appropriate system is installed that will interface with building controls and energy management systems, with alarm or remote paging to indicate problems in the building systems, including low fuel, building temperature, food storage temperature, or flooding. These systems will become accessible via the District Wide Area Network and Local Area Networks, to allow both local and remote control and accessibility.

4.3 Schematic Design Phase

The Food Service Consultant will provide the following at the completion of the schematic design

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phase:

- Space planning for kitchen layout indicating flow, circulation, storage, food prep, dish washing, and serving line.
- Preliminary equipment specifications in CSI Division format matching RCSD accepted design standards or as modified by the new five-year food service master plan.
- Floor plans indicating where and what types of utility support is required.
- Diagrammatic sections at 1/16-inch scale.
- Written statement describing methods proposed to comply with governing codes and regulations, occupancy, life safety, fire protection, and fire resistance.
- Confirm food service budget estimates and contingency allowances listed in the facilities master plan prepared by the program manager.

4.4 Design Development Phase

The Food Service Consultant will provide the following at the completion of the design development phase:

- Details of food service equipment and layout in the respective school.
- Specification that addresses all related equipment requirements, approved manufacturers and systems, testing requirements and warranty requirements.
- Specifications that only call out materials and systems or “approved equals” specified in the RCSD design standards or as modified under the new food service five-year master plan.
- Detail layout of kitchen equipment fit out and footprint.

4.5 Construction Document Phase

The Food Service Consultant will provide the following at the completion of the construction document design phase:

- Complete final drawings and specification for incorporation into the Architect of Record’s construction documents. Address all applicable requirements of the RCSD design standards for food services.
- Notes and cross references for common work results in specifications. Place notes in related sections.
- List of the anticipated bill of materials to be provided by contractors.
- Notes and cross reference notes and for all common work on related plans.
- Notes for specific instructions to the contractor for food service related work activities.
- Floor plans, elevations and layout specifics.
- Final written report of all food service value engineering decisions.
- Updated final cost estimate for food service deliverables.

4.6 Bid Phase

The Food Service Consultant will provide the following during the bid phase:

- Respond to RFIs during the bid phase in a timely fashion as required to meet the bid schedule.
- Notification to the Program Manager, the CM, and the Architect of all substitutions for parts, products or systems, approvals are at the discretion of the RSCD-FSD.

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4.7 Construction Administration Phase Scope of Work

The scope of work will include construction administration services for the construction phases of the projects. Qualified personnel will be required for the construction phase assignment. Construction administration services will include the following items as required or requested to complete the project:

- Respond to request for information (RFI) (within 3 working days).
- Review shop drawings (within 7 working days).
- Field observation prior to installation, during installation and post installation of food service equipment (or as required or requested).
- Assisting in the commissioning of the food prep area and equipment.
- Engineer/Architect inspection services.
- Design services during construction.
- Oversee the delivery, installation, implementation and testing of all awarded equipment for compliance with the technical specifications.
- Provide timely updates as required to all necessary parties on critical issues regarding the implementation and integration of the work with construction work.
- Coordinate with the Construction Manager and plan to attend at least four construction phase meetings when requested.

4.8 Construction Substantial Completion Phase

The Food Service Consultant will provide the following at the completion of the construction phase:

- Work with Commissioning Agent in the commissioning of the equipment.
- Assist RCSD with any start up questions
- Perform punch list walkthroughs with the District, Construction Manager and awarded contractor and provide written punch lists and review work completed

4.9 Construction FINAL Completion Phase

The Food Service Consultant will provide the following final documents at the completion of the project:

- Review as-built documentation provided by the contractor.
- Review O&M and warranties provided by the contractor.

- Provide final as-built plans, including modifications made throughout the project, to the Program Manager
- Create and distribute to the Program Manager, the CM, and the Architect a resolution report for all punch list items

5.0 RFP REVIEW CRITERIA

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

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- Relevant food service consultancy experience in K-12 school work over the past 10 years.
- Experience on previous New York State Education Department (SED) individual food service implementation projects with comparable scope, budget, size and schedule.
- Experience in K-12 school work in the upstate New York state area.
- Location of business operations for team members in the greater Rochester area.
- If partnering with another architecture firm or design consultant, whether the team members have worked together on previous projects.
- Specific team members assigned to the project along with their professional background, experience and qualifications.
- K-12 owner references received on behalf of the firm as well as for the individual project team members.
- Ability to work with formal and informal community groups including Building Committees, user groups, the public at large and other interested and concerned parties.
- Quality of work performed previously by the firm in the greater Rochester area (if any) according to the criteria below. Please specify projects and provide information where applicable including the name of a knowledgeable owner contact where submittals can be checked if there are further questions.
- Ability to meet the goals set forth in the Diversity Plan.

6.0 PERFORMANCE CRITERIA

The following criteria will be used when selecting a potential firm:

- Document Quality (i.e. completeness, accuracy, coordination of disciplines);
- Adherence to the RJSCB's policies, procedures, and standards.
- Adherence to the Owner's food service standards;
- Flexibility to the Owner's changes;
- Adherence to the Project budget;
- Adherence to the Project schedule;
- Coordination with Project design and management team;
- Knowledge of local approvals and processes.

The evaluation will also consider the following:

- The total amount of school districts to whom the Food Service consultant provided food service consultancy in the last 10 years;
- The Food Service Consultant's ability to assist District's Food Service consultant in answering questions related to scope, eligibility, procurement process, vendor selection, and associated documentation;
- The Food Service Consultant's ability to manage food service implementation contracts, including final scope, quantity adjustments, evaluation of substitutions, and to recommend final payments to vendors.

The RJSCB, with its Program Manager (Savin Engineers, P.C.), will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which firm can provide the most effective services as an experienced Food Service Consultant. **Minority-Owned and Women-Owned firms are encouraged to respond. See the RJSCB's Equal Opportunity**

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statement in this RFP. Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

7.0 SUBMITTAL REQUIREMENTS / RESPONDING TO THE RFP

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

7.1 Submission

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

- The RJSCB reserves the right to award contracts to one or more firms upon the recommendation of the Program Manager. All of the aforementioned scope of services shall be required of the selected and assigned firm.

7.2 Statement of Qualifications

The Service Provider's Statement of Qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration as a Food Services Consultant. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below. **The statement shall bear the signature and title of an authorized representative of the proposer.**

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

Résumés of Food Services Consultant staff shall be submitted with the proposal and shall identify individuals' experience. It is expected that services will be performed by qualified individuals who have relevant experience in food service design.

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

Each submittal shall include a statement of proposer's qualifications in the form provided in this RFP on the stationary of the proposing firm.

1. Name of proposer
2. Permanent main office address
3. Date of organization
4. Legal form of ownership. If a corporation, date of incorporation
5. Number of years engaged in the services to be provided under the company's present name

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6. Experience in work similar in scope of services, and in importance to this proposal
7. List not less than three (3) client references for who services similar to this Request for Proposal are currently, or have previously been provided. Include for each client:
 - Name of organization
 - Appropriate gross cost of agreement
 - Date services started
 - Services being provided
 - Responsible official, address and telephone number of person available as a reference.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. Describe any pending litigation or other factors that could affect your organization's ability to perform this agreement.
11. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB.
12. Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.
13. Sample Reports. Examples/samples of the firm's deliverables for the following should be included in the RFP response: monthly budget reports, inspection reports, close-out reports.
14. Fee Proposal: Please provide a total value for the work, on a per school basis. Refer to the schedule attached for providing hourly rates.

7.3 Preparation Costs

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

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

8.0 INSURANCE REQUIREMENTS

8.1 Insurance Policies:

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

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Commercial General Liability Limits

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

Business Automobile: \$1 million per accident

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): \$5 million

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

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

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

8.2 Indemnification & Hold Harmless:

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

9.0 INTERVIEW/SELECTION PROCESS

Proposals will be reviewed and evaluated by a panel composed of RSMP and RJSCB staff and board members, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time, and location. Firms will be notified regarding interviews, which are anticipated for the week of 15 August 2016. The RJSCB reserves the right to waive any interviews if the panel believes that interviews are not necessary for their selection and in the best interest of the RJSCB. Final selection of the firm(s) is expected to occur at a special meeting of the RJSCB on 23 August 2016.

10.0 COMMITMENT

The RJSCB expects that team members brought forward as part of the proposal process will be assigned to the program through completion. The RJSCB also expects that the duties will be performed by a sufficient local staff and that this staff will respond to the Program Manager in a timely manner.

11.0 QUESTIONS

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

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to **trenauto@aol.com** by **Noon on 26 July 2016**. Submitted questions and answers will be provided to all solicited firms via email by addendum by **5:00 PM on 28 July 2016**, barring any unforeseen circumstances.

12.0 EQUAL EMPLOYMENT OPPORTUNITY AND RSMP DIVERSITY PLAN

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

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This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB.

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

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more, shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses.

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more shall agree to comply with the following workforce diversity rules and requirements:

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

The RJSCB is also committed to the meaningful participation of qualified minority-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet its commitment, all contractors, suppliers, professional service firms, and/or other business entities providing goods and services under a RJSCB contract of \$25,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$25,000 or more, the selected professional service firm and or other business entity agrees to provide for the following:

- Minority-Owned Business entities shall participate in a minimum of 17 % of each contract or purchase order;
- Women-Owned Business entities shall participate in a minimum of 10 % of each contract or purchase order;
- Disadvantaged Business entities shall participate in a minimum of 3 % of each contract or purchase order;
- Small Business entities shall participate in a minimum of 3 % of each contract or purchase order.

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

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

13.0 PROCUREMENT PROCESS

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

Procurement Officer: Mr. Thomas Renauto
Executive Director
Rochester Joint Schools Construction Board
1776 N Clinton Ave.
Rochester, NY 14621

APPENDIX A

CERTIFICATION OF NON-COLLUSION IN BIDDING

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

PRINTED NAME OF AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

APPENDIX B

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

Background:

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

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

Instructions:

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

PRINTED NAME OF AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

APPENDIX C

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

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

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

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

BY: _____
(Signature)

DATED: _____, 20 _____

APPENDIX D

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

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

Address:

Name and Title of Person Submitting this Form:

Date: _____

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

(Please circle): No Yes

If yes, please answer the next questions:

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

 No Yes

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

 No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

**Request for Proposal:
Food Services Consultant**

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

No

Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____

**Request for Proposal:
Food Services Consultant**

**ATTACHMENT A
FEE SUBMITTAL FORM**

FIRM NAME: _____

ADDRESS: _____

TEL./FAX/E-MAIL: _____

VALUE NOT TO EXCEED PRICE PROPOSAL FOR ALL REQUIREMENTS OF THIS RFP PER EACH OF THE PHASE 2 SCHOOLS:

Virgil I. Grissom School No. 7	\$
John Walton Spencer School No. 16	\$
James Monroe High School (Part B)	\$
East High School	\$
Martin B. Anderson School No. 1	\$
Dag Hammarskjold School No. 6	\$
Dr. Walter Cooper Academy School No. 10	\$
George Mather Forbes School No. 4	\$
Clara Barton School No. 2	\$
The Flower City School No. 30/54	\$
TOTAL	\$

TOTAL WRITTEN VALUE NOT TO EXCEED PRICE:

_____ DOLLARS

List all not-to-exceed additional service allowances not included in basic service fees for which reimbursement would be requested (i.e. travel, reprographics, etc.)

AUTHORIZED BY: DATE:

ATTACHMENT B

DIVERSITY PROGRAM (“DP”) FORMS

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1. DP -1: SCHEDULE OF EBE PARTICIPATION

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

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

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

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

4. DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT

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

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

6. DP – 3: MONTHLY EBE UTILIZATION REPORT

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

7. PROMISE OF NON-DISCRIMINATION

8. EBE ASSURANCE STATEMENT

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

9. GOOD FAITH EFFORTS CHECKLIST

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

EBE UTILIZATION PLAN (DP-1)		Rochester Schools Modernization Program		
1. Project :		2. Bidding on Contract No./Contract Description		
3. Bidding contractor Name / Address / Phone No. / Fax No. / FEIN		4. Bid Submittal Date (MM/DD/YY)		
		<input type="checkbox"/> Original DP-1 <input type="checkbox"/> Revised DP-1 Rev. Date: _____, 20__		
Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %				
6. Name/Address/Phone No. and FEIN of Proposed M/WBE, DBE or SBE	7. Certified as EBE	8. Performance Category	9. Scope of Services to be provided	10. Proposed Dollar Amount
The undersigned, being an authorized representative of the bidding company, hereby certifies that the above information is accurate, and that bidder has received a proposal from, or discussed with, each of the M/WBE, SBE or DBE firms listed herein prior to the submission of the accompanying bid.				
[Bidding Company's Official Printed Name and Title]: _____				
Authorized Signature: _____ Print Name: _____ Title: _____ The				
The ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder the amounts indicated above.				

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

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

RSMP PROJECT: _____

PARTICIPANT: _____

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

_____ sole proprietorship (individual)

_____ a partnership

_____ a corporation

_____ a joint venture

Detailed description of work items to be performed by EBE:

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

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

_____ Disadvantaged Business Enterprise

_____ Minority-Owned Business Enterprise

_____ Small Business Enterprise

_____ Women-Owned Business Enterprise

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

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

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall immediately resubmit the necessary revised forms to the attention of the ICO for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the ICO and award and execution of a contract with RJSCB to the bidder.

**Request for Proposal:
Food Services Consultant**

Bidding Contractor Company Name

Proposed EBE Company Name

Address

Address

Phone Number

Phone Number

Company Officer Name & Title (Print)

Company Officer Name & Title (Print)

____/____/____
Company Officer Signature Date

____/____/____
Company Officer Signature Date

For RJSCB Use Only

Owner Signature

Date

Consultant Signature

Date

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

1. *Project:* Name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY)____/____*: Indicate the monthly period reporting on; e.g. JUL 2016. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting Contractor Name/Address/Phone No./Fax No.:* Name/address/phone/fax of reporting entity.
- 4a. *Reporting Contractor is a ()1st Tier -or- () Lower Tier Contractor:* The reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* Only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1st Tier Project contract. If you are a 1st Tier contractor leave blank or indicate N/A.
5. *Construction Trade Class:* Indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
6. *(a) Total All Hours by Trade M (Male) F (Female):* Under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.

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

**Request for Proposal:
Food Services Consultant**

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

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

**Request for Proposal:
Food Services Consultant**

MONTHLY EMPLOYMENT UTILIZATION REPORT – DP3-RSMP										ROCHESTER SCHOOLS MODERNIZATION PROGRAM								
1. Project:										2. Reporting Period (MMM / YYYY) _____ / _____								
3. Reporting contractor Name / Address / Phone No. / Fax No.										4a. Reporting contractor is a () 1st Tier - or - () Lower Tier contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:								
Diversity Goals: Minority – 22% Women – 8%																		
5.	POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black not of Hispanic Origin (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total Number of Employees		10. Total Number of Minority Employees	
			M	F	M	F	M	F	M	F	M	F			M	F	M	F
Grand Total																		
Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted Project site during the above noted month.																		
11. Reporting Company Official's Printed Name and Title										12. Reporting Company Official's Signature				13. Date Signed		14. Page		
_____										_____				___/___/___		___ of ___		

**INSTRUCTIONS FOR COMPLETING THE
MONTHLY EBE UTILIZATION REPORT (DP-3A/RSMP) FORM**

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

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

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

For the month under consideration, each 1st tier contractor must submit a completed DP-3/RSMP form for each entity that has provided on-site labor engaged in work associated with the scope of the 1st tier contract. This submission shall be made as part of the monthly payment requisition package and to the ICO. If after the start and prior to the completion of the 1st tier contractor’s scope, the 1st tier contractor does not submit a monthly payment requisition package, the 1st tier contractor shall either 1) forward a (“No-Labor”) notice advising that there was no on-site labor utilized under its contract scope for the month under consideration or 2) shall forward completed DP-3/RSMP forms for the month under consideration. Whether submitting a monthly payment requisition package or not, DP-3/RSMP forms or “No-Labor” notice must be forwarded to the ICO.

In addition to required submissions noted above, the same submissions must be made by the 1st tier contractor directly to the ICO no later than the 5th day of the following month. (e.g., November 2016 DP-3’s/RSMP or No-Labor Notice(s) must be received by December 5, 2016.)

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

_____/_____
Month Year

Project Name: _____
Contract No.: _____
Contractor / Vendor Name: _____
Address: _____
Phone No.: _____
Fax No.: _____
Change Orders to Date: _____

Original Contract: _____
Current Contract: _____
MBE % of Current Contract: _____
WBE % of Current Contract: _____
DBE % of Current Contract: _____
SBE % of Current Contract: _____

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

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

Contractor \ Vendor Representative Signature

PROMISE OF NON-DISCRIMINATION

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

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

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

By: _____
(Signature)

Date: _____, 20_____

Name: _____
(Print name)

Title: _____
(Print title)

**Request for Proposal:
Food Services Consultant**

EBE ASSURANCE STATEMENT

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

Subject Proposal for _____

The undersigned bidder, having submitted a proposal for the referenced project, if awarded the Contract, agrees that the EBE Utilization Plan (DP-1) submitted with the bid or as thereafter modified and approved by the ICO will be incorporated into the Contract upon submission of the EBE Letter of Intent to Perform. We are committed to ensure EBE participation in the manner indicated below as subcontractors, supplier or in joint venture partnership as follows:

Representation of EBE Status:

Name: _____

Address: _____

Phone #: _____ Fax#: _____

Email: _____

FEIN: _____

Work to be performed:

Dollar amount: _____ **Percentage of the Total Bid amount:** _____

This subcontractor represents that it is / is not a certified MBE/DBE/WBE/SBE (circle the appropriate status).

This subcontractor is a (circle one): Sole proprietorship / individual / corporation / partnership / a joint venture

Contractor/Bidder acknowledgement:

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

Name of Contractor/Bidder firm: _____

Authorized representative: _____

Authorized signature: _____ Date: _____, 20__

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

**Request for Proposal:
Food Services Consultant**

GOOD FAITH EFFORTS CHECKLIST

The Rochester Joint School's Board (RJSCB) welcomes your participation in the Rochester School's Modernization Program (RSMP). Your participation and support in complying with the goals for diversity set forth in the Diversity Plan is critical to the success of the Program. Pursuant to the requirements set forth in this Section and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by RJSCB,

We, _____ by Owner/Principal _____

Attest that we have exercised the following Good Faith Efforts in addition to my /our regular and customary solicitation process:

I/We have delivered written notice to three available certified EBE's for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.

I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.

I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by an EBE.

I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the EBE/, including the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

I/We have actively solicited, through sending letters or initiating personal contact, EBE's in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of EBE's for the RJSCB's contract under consideration.

I/We have advertised in publications of general circulation in the Rochester MSA trade publications and other media owned by, or otherwise focused or marketed to EBE's, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

I/We have conducted discussions with interested EBE's in good faith, and provided the same willingness to assist EBE's as has been extended to any other similarly situated subcontractor.

**Request for Proposal:
Food Services Consultant**

(GOOD FAITH EFFORTS CHECKLIST continued)

I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Please identify below all subcontractors, suppliers, or a joint venture partner you invited to participate that declined.

1. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was declined: _____
Reasons Given for Declining:

Please note all categories of ownership that apply:

- African American Business Enterprise
- Asian American Business Enterprise
- Hispanic American Business Enterprise
- Majority Enterprise
- Native American Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise

2. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was Declined: _____
Reasons Given for Declining:

Please note all categories of ownership that apply:

- African American Business Enterprise
- Asian American Business Enterprise
- Hispanic American Business Enterprise
- Majority Enterprise
- Native American Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise

**Request for Proposal:
Food Services Consultant**

(GOOD FAITH EFFORTS CHECKLIST continued)

3. Name of subcontractor/Vendor: _____
Phone #: _____
Address _____
Date of Offer to Participate: _____
Date Offer was Declined : _____

Reasons Given for Declining:

Please note all categories of ownership that apply:

- African American Business Enterprise
- Asian American Business Enterprise
- Hispanic American Business Enterprise
- Majority Enterprise
- Native American Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise Name of subcontractor/Vendor

4. Name of subcontractor/Vendor: _____
Phone #: _____
Address _____
Date of Offer to Participate: _____
Date Offer was Declined: _____
Reasons Given for Declining:

Please note all categories of ownership that apply:

- African American Business Enterprise
- Asian American Business Enterprise
- Hispanic American Business Enterprise
- Majority Enterprise
- Native American Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise Name of subcontractor/Vendor

ATTACHMENT C

PRELIMINARY PHASE 2 SCHEDULE

Note: Monroe Campus (Part A), School Without Walls, Freddie Thomas, and Edison Campus are not included in the Services requested by this RFP

The Design time indicated by the yellow bar is for the overall design of the project by the Architect of Record. The Food Service Consultant will coordinate with the Architect of Record regarding the schedule for the individual kitchen designs and specifications

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

Date: 2 Feb 2016
Rev: 22 Mar 2016

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

ATTACHMENT D

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

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

[Please Check One]

PROPOSER'S CERTIFICATION

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

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

Dated: _____, 20__

SIGNATURE

PRINTED NAME

TITLE

FULL BUSINESS NAME

Sworn to before me this

_____ day of _____, 20__

Notary Public

ATTACHMENT E

CONSULTING SERVICES AGREEMENT

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

RECITALS

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

B. Food Service Consultant is experienced in providing food services design and related services.

C. The Board desires to retain Food Service Consultant to provide certain services in connection with Phase 2 (as defined below) of the Program, and Food Service Consultant agrees to provide such services, in accordance with the terms and conditions set forth in this Agreement.

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

1. **SERVICES.** The Board hereby retains Food Service Consultant to provide during the Term (as defined in Section 5(a)), and Food Service Consultant hereby agrees to provide to the Board, food service design and related services in connection with Phase 2 of the Program, which services are more fully described on Exhibit A (the “**Services**”), in accordance with the terms and conditions of this Agreement. As used in this Agreement, “**Phase 2**” means the portion of the Program described in the Enabling Legislation as Phase Two. Unless the context requires otherwise, references in this Agreement to the “Program” shall be deemed to mean Phase 2 only. The Board may, from time to time, request changes in the scope of Services of Food Service Consultant to be performed hereunder. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2) which are mutually agreed upon by and between the Board and Food Service Consultant, shall be incorporated in written amendments executed by both Parties.

2. **PAYMENT FOR SERVICES.**

a. Service Fees. Subject to the terms and conditions of this Agreement (including without limitation, Section 2(c)), the Board agrees to pay Food Service Consultant fees for Services performed during the Term as set forth on Exhibit C (the “**Service Fees**”).

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b. Expenses. Food Service Consultant shall be responsible for all costs and expenses incurred by Food Service Consultant in connection with the Services.

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

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

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

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

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Service Consultant shall submit all forms and documents (including, without limitation, DP forms), that the Board or its independent compliance officer may request in connection with the Diversity Plan. Unless otherwise directed in writing by the Board, Food Service Consultant shall complete the Services in accordance with the schedule and time requirements set forth in Exhibit B.

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

5. TERM AND TERMINATION.

a. Term. The term of this Agreement (the **“Term”**) shall commence on the Effective Date and shall continue until August 31, 2021 or until earlier terminated as provided herein.

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

c. Obligation Upon Termination. Upon expiration or termination of this Agreement, (i) Food Service Consultant shall promptly return to the Board all Board Materials and any other material that is owned by the Board or that contains Proprietary Information (as defined in Section 6(a)); and (ii) the Board will pay to Food Service Consultant all Service Fees that accrued prior to the termination of this Agreement, and thereafter the Board shall not be responsible for paying any Service Fees or other amounts that would have been payable after the effective date of the termination. Sections 3, 4, 5, 6, 7, 8, 10, 12 and 13 of this Agreement, and all other provisions of this Agreement which by their nature survive, shall survive any expiration or termination of this Agreement.

6. PROPRIETARY INFORMATION.

a. Definition. Food Service Consultant and the Board acknowledge that this Agreement creates a relationship of confidence and trust with respect to all information of a confidential, proprietary or trade secret nature disclosed by or on behalf of the Board to Food Service Consultant that relates to the terms of this Agreement, the Program or the structure, organization or operation of the Board or any other information obtained or witnessed relative to the Board or the Program in connection with Food Service Consultant providing Services hereunder (**“Proprietary Information”**). Proprietary Information shall not include (i) information generally available to the public other than by a breach of this Agreement; (ii) information rightfully received by Food Service

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Consultant from a third party who is lawfully in possession of the same and who is not subject to a confidentiality or nonuse obligation with respect to that information; (iii) information independently developed by Food Service Consultant or its personnel provided the person or persons developing the information have not had access to the information as received from the Board; or (iv) information already known to Food Service Consultant prior to its first receipt from the Board.

b. Confidentiality Obligations. At all times during and after the Term, Food Service Consultant 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 Food Service Consultant's own benefit or for the benefit of any person or entity other than the Board. Upon any expiration or termination of this Agreement, or upon the request of the Board, Food Service Consultant shall promptly deliver to the Board all of the Board's Proprietary Information, and Food Service Consultant shall not retain any documents or materials or copies thereof containing any such Proprietary Information. Notwithstanding the foregoing restrictions, Food Service Consultant may use and disclose any information (i) to the extent required by law (including, without limitation, public meeting and public project disclosure laws) or (ii) as necessary for it to protect its interest in this Agreement, but in each case only after the Board has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

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

7. **INSURANCE**. Notwithstanding the provisions of Section 8 of this Agreement, Food Service Consultant shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to the full and final execution of this Agreement by both Parties, and at any time thereafter upon the request of the Board, Food Service Consultant shall furnish to the Board certificates of insurance evidencing such insurance (with all endorsements required pursuant to this Agreement). All such policies, except workers compensation and professional liability policies, shall name the Board, the District, the City, Savin Engineers, P.C., the program manager for Phase 2 (the "**Program Manager**"), Gilbane Building Company, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Food Service Consultant shall provide a waiver of subrogation, in a form acceptable to the Board, in favor of the District, the City, the Program Manager, Gilbane Building Company, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), with

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respect to the general liability, automobile liability; excess liability and worker's compensation coverage described in Exhibit D. Upon the Board's request, Food Service Consultant will promptly provide the Board with a copy of any such policy of insurance. Food Service Consultant shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

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

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

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

11. **NOTICES.** All notices delivered pursuant to this Agreement shall be in writing and sent to the addresses on the first page of this Agreement, or such other address (or facsimile number or electronic

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mail address) as a Party shall specify in writing, and shall be deemed validly given or served (a) upon personal delivery; (b) one day after being sent by facsimile or electronic mail with telephone confirmation of receipt; or (c) one day after being sent by a recognized express courier service that maintains records of receipt.

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

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

[signature page follows]

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

ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD

By _____
Thomas S. Richards, Chair

Food Service Consultant:

[_____]

By: _____

Name: _____

Title: _____

Approved as to Form and Correctness

[Name], RJSCB Counsel

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**EXHIBIT A
SCOPE OF SERVICES**

Following is the scope of Services required for the designated Phase 2 projects (collectively, the “project”).

1.0 SCOPE OF SERVICES

Food Service Consultant shall provide a full range of professional consulting services, working in a collaborative environment involving the assigned architects, engineers, construction managers, program managers, District staff, the District’s food service master planning consultant, and contractors. The Food Service Consultant’s staff shall:

- Cooperate with the RJSCB, Program Manager, RCSD, Architect/Engineer, Construction Manager, and Contractors.
- Provide qualified personnel.
- Keep records and submit reports.

When requested by the RJSCB (or by the Program Manager on behalf of the RJSCB), Food Service Consultant agrees to perform additional services in accordance with the terms and conditions of this Agreement.

2.0 DETAILED SCOPE OF SERVICES

The goal of the project is to provide the District with seamless integration in all schools. The scope of the Food Service Consultant consists of activities including, but are not limited to:

- Provide design requirements (drawings and specifications) in strict compliance with the most current District Food Service five-year master plan.
- Provide technical support including the development of schedules and equipment cost estimates.
- Representation at all Rochester Schools Modernization Program (RSMP) Food Service Work Sessions.
- Development of multiple contractor bid documents for providing Food Service equipment.
- Evaluation of existing food service facilities in Phase 2 schools.
- Assist in the evaluation of contractor bids.
- Assist in preparation of contract packages for Food Service equipment per project.
- Coordination and assistance to the CMs and Architects of Record related to shop drawing and submittal review and post installation quality review.
- Coordination with assigned architectural design teams per each Phase 2 project throughout the term of the RSMP.
- Preparation of necessary forms and documentation to be submitted to New York State Education Department (SED).
- Development of product specifications and installation requirements matching District Food service master plan Standards.
- Preparation of Bill of Materials and Quantities Listing.
- Progress Reports prepared & delivered to Program Manager on a periodic basis (Frequency TBD).
- Assist in the coordinate Point of Sale (POS) cash register system uses.

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- Testing, labeling, documentation, and acceptance.
- Warranty requirements.

2.1 Building Controls and Energy Management Systems

The Architect of Record is responsible for design of building controls for each project. The Food Service Consultant shall provide information/specifications for the equipment being specified for use by the Architect and the mechanical, electrical, and plumbing engineers. This includes design coordination to ensure an appropriate system is installed that will interface with building controls and energy management systems, with alarm or remote paging to indicate problems in the building systems, including low fuel, building temperature, food storage temperature, or flooding. These systems will become accessible via the District Wide Area Network and Local Area Networks, to allow both local and remote control and accessibility.

2.2 Schematic Design Phase

The Food Service Consultant will provide the following at the completion of the schematic design phase:

- Space planning for Kitchen layout indicating flow, circulation, storage, food prep, dish washing, and serving line.
- Preliminary equipment specifications in CSI Division format matching District accepted design standards or as modified by the new five-year food service master plan.
- Floor plans indicating where and what types of utility support is required.
- Diagrammatic sections at 1/16-inch scale.
- Written statement describing methods proposed to comply with governing codes and regulations, occupancy, life safety, fire protection, and fire resistance.
- Confirm food service budget estimates and contingency allowances listed in the facilities master plan prepared by the program manager.

2.3 Design Development Phase

The Food Service Consultant will provide the following at the completion of the design development phase:

- Details of food service equipment and layout in the respective school.
- Specification that addresses all related equipment requirements, approved manufacturers and systems, testing requirements and warranty requirements.
- Specifications that only call out materials and systems or “approved equals” specified in the District design standards or as modified under the new food service five-year master plan.
- Detail layout of kitchen equipment fit out and footprint.

2.4 Construction Document Phase

The Food Service Consultant will provide the following at the completion of the construction document design phase:

- Complete final drawings and specification for incorporation into the Architect of Record’s construction documents. Address all applicable requirements of the RCSD design standards for food services.
- Notes and cross references for common work results in specifications. Place notes in

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related sections.

- List of the anticipated bill of materials to be provided by contractors.
- Notes and cross reference notes and for all common work on related plans.
- Notes for specific instructions to the contractor for food service related work activities.
- Floor plans, elevations and layout specifics.
- Final written report of all food service value engineering decisions.
- Updated final cost estimate for food service deliverables.

2.5 Bid Phase

The Food Service Consultant will provide the following during the bid phase:

- Respond to RFIs during the bid phase in a timely fashion as required to meet the bid schedule
- Notification to the Program Manager, the CM, and the Architect of all substitutions for parts, products or systems, approvals are at the discretion of the RSCD-FSD.

2.6 Construction Administration Phase Scope of Work

The scope of Services will include construction administration services for the construction phases of the projects. Qualified personnel will be required for the construction phase assignment. Construction administration services will include the following items as required or requested to complete the project:

- Respond to Request For Information (RFI) (within 3 working days).
- Review Shop Drawings (within 7 working days).
- Field Observation prior to installation, during installation and post installation of Food Service equipment (or as required or requested).
- Assisting in the Commissioning of the Food prep area and equipment.
- Engineer/Architect Inspection Services.
- Design services during construction.
- Oversee the delivery, installation, implementation and testing of all awarded equipment for compliance with the technical specifications.
- Provide timely updates as required to all necessary parties on critical issues regarding the implementation and integration of the work with construction work.
- Coordinate with the Construction Manager and plan to attend at least four construction phase meetings when requested.

2.7 Construction Substantial Completion Phase

The Food Service Consultant will provide the following at the completion of the construction phase:

- Work with Commissioning Agent in the commissioning of the equipment.
- Assist District with any start up questions
- Perform punch list walkthroughs with the District, Construction Manager and awarded contractor and provide written punch lists and review work completed

2.8 Construction Final Completion Phase

The Food Service Consultant will provide the following final documents at the completion of the project:

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- Review as-built documentation provided by the contractor.
- Review O&M and warranties provided by the contractor.
-
- Provide Final as-built plans, including modifications made throughout the project, to the Program Manager
- Create and distribute to the Program Manager, the CM, and the Architect a Resolution report for all punch list items

3.0 SCHEDULE OF SERVICES

Please see Exhibit B – Schedule of Services

4.0 RECORDS AND REPORTS

All reports shall be formatted per direction of the Program Manager or the Executive Director.

5.0 DISTRIBUTION OF REPORTS

Food Service Consultant shall submit reports to the Program Manager and the Executive Director for review, a minimum of 7 days prior to the monthly RJSCB Committee meeting.

6.0 COMMITMENT

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

The RJSCB expects that team members identified by Food Service Consultant in its proposal will be assigned to the project through completion. The RJSCB expects that the staff will respond in a timely manner.

7.0 BILLING PROCEDURES

7.1 **Invoicing:** Food Service Consultant services as indicated herein will be reimbursed on percent complete basis up to the Aggregate Payment Limit set forth in the Agreement. Additional services may be authorized, if necessary, with advance notification from the RJSCB and approval by the Executive Director. Food Service Consultant is to submit invoices on a monthly basis, with the invoice indicating the project name, and shall include completed DP forms (see Attachment B).

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

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**EXHIBIT B
SCHEDULE OF SERVICES**

The Food Service Consultant will begin work immediately following execution of the Agreement and Services shall continue for the duration of Phase 2
Note: Monroe Campus (Part A), School Without Walls, Freddie Thomas, and Edison Campus are not included in the Services. The Design time indicated by the yellow bar is for the overall design of the project by the Architect of Record. The Food Service Consultant will coordinate with the Architect of Record regarding the schedule for the individual kitchen designs and specifications.

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

Date: 2 Feb 2016
Rev: 22 Mar 2016

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

EXHIBIT C
COST OF SERVICES

RSMP – Food Service Consultant Services

TOTAL NOT TO EXCEED PRICE PROPOSAL FOR FOOD SERVICE CONSULTANT SERVICES

_____.

TOTAL WRITTEN VALUE: _____ (DOLLARS)

Fee Breakdown by Project

Virgil I. Grissom School No. 7	\$
John Walton Spencer School No. 16	\$
James Monroe High School (Part B)	\$
East High School (Part B)	\$
Martin B. Anderson School No. 1 (Sch. 15 relocation)	\$
Dag Hammarskjold School No. 6 (Sch. 22 relocation)	\$
Dr. Walter Cooper Academy School No. 10	\$
George Mather Forbes School No. 4	\$
Clara Barton School No. 2	\$
The Flower City School No. 30 (Sch. 54 relocation)	\$
TOTAL	\$

Hourly Rates

<u>Title</u>	<u>Hourly Rate</u>
Principal	
Project Manager	
Administrative Support / Intern	
CADD Operator	
Other	
Other	
Other	

EXHIBIT D
INSURANCE REQUIREMENTS

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

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

Summary of Commercial General Liability Limits:

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

EXHIBIT E

EQUAL EMPLOYMENT OPPORTUNITY AND RSMP DIVERSITY PROGRAM

The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB.

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

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more, shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses.

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more shall agree to comply with the following workforce diversity rules and requirements:

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

The RJSCB is also committed to the meaningful participation of qualified minority-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet its commitment, all contractors, suppliers, professional service firms, and/or other business entities providing goods and services under a RJSCB contract of \$25,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$25,000, the selected firm and or other business entity agrees to provide for the following:

- Minority-Owned Business entities shall participate in a minimum of 17 % of each contract or purchase order;
- Women-Owned Business entities shall participate in a minimum of 10 % of each contract or purchase order;

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

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

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