



Bid Solicitation

KITCHEN AND FOOD SERVICE EQUIPMENT: PART 2/B – BY OWNER FOR RSMP PHASE 1A

The Rochester Joint Schools Construction Board (RJSCB), on behalf of the Rochester Schools Modernization Program (RSMP) seeks bids from vendors qualified to purchase, deliver and unload kitchen and food service equipment for the Rochester City Schools included in Phase 1a of the RSMP program.

Issue Date:

July 3, 2012



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



Bid Solicitation Overview:

Date:
July 3, 2012

To:
Kitchen & Food Service Equipment Vendors

From:
Rochester Joint Schools Construction Board

Project Title:
Bid Solicitation for Kitchen and Food Service Equipment – Part 2/B – By Owner

Send Bid Proposals to:
Rochester Joint Schools Construction Board
Attn: Thomas Renauto, Executive Director
1776 N. Clinton Avenue
Rochester, NY 14621
Tel: 585-262-8476

Contact:
trenauto@aol.com

	BID AND CONTRACT AWARD SCHEDULE	DATES
1.	Kitchen & Food Service Equipment Vendors Contract Documents are issued for bid.	July 3, 2012
2.	Deadline for submittal of questions, clarifications and modifications regarding the Bid Solicitation by potential bidders. All questions must be submitted by email to RJSCB Executive Director Thomas Renauto at: trenauto@aol.com .	July 13, 2012
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	July 17, 2012
4.	Submittal Deadline for Bid Proposals.	July 23, 2012
5.	De-scoping Meetings with Low-Bidding Vendors (anticipated).	July 24 & 25, 2012
6.	Award (anticipated).	Aug. 6, 2012

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 - Helen Barrett Montgomery No. 50
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 - Charlotte High School
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- Attachment C: Effort of Good Faith Checklist
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Exhibits

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1.0 PURPOSE OF BID SOLICITATION

The **Rochester Joint Schools Construction Board** (RJSCB) on behalf of the Rochester City School District (RCSD) seeks bids from experienced and qualified Kitchen and Food Service Equipment Vendors to obtain pricing for the purchase, delivery, and unloading of food service equipment in the Rochester City School District (RCSD) school buildings specified in this Bid Solicitation.

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

This Bid Solicitation is specific to five (5) of the Phase 1a schools only. The five (5) schools for which the RJSCB is seeking loose/free standing kitchen equipment services are as follows:

- Enrico Fermi School No. 17 located at 158 Orchard Street 14611
- Helen Barrett Montgomery School No. 50 located at 301 Seneca Avenue 14621
- World of Inquiry School No. 58 located at 200 University Avenue 14605
- Charlotte High School located at 4115 Lake Avenue 14612
- Franklin High School Educational Campus located at 950 Norton Street 14621

The kitchen and food service equipment for each of the Schools listed above is being bid in two parts as described in the *Specification Sections 11 40 00 Part 1.0 General – Food Service Equipment Procurement*, which is found in Appendix E. In essence, **all fixed kitchen and food service equipment is being supplied and installed by a Kitchen and Food Service Equipment Contractor acting as a sub-contractor to the General Contractor** for each school – referred to as “Part 1 equipment” in the Specifications and “A - In Contract” on the drawings. **All loose/free standing equipment is being procured under this Bid Solicitation by a Kitchen and Food Service Equipment Vendor in contract with the RJSCB** – referred to as “Part 2 equipment” in the Specifications and “B – By Owner” on the drawings. **Kitchen and Food Service Equipment Vendors bidding on this Bid Solicitation for the “Part 2/B – By Owner equipment” must read the Specification Section 11 40 00 and review the drawings for each school** to clearly understand the delineation of work, requirements for shop drawing submittals, receipt, delivery, unpacking, inspection, setting into place, start up, commissioning and staff training. This information is provided in Appendix E. **Coordination between the Kitchen and Food Service Equipment Contractor (in Part 1/A – Contract) and the Kitchen and Food Service Vendor (Part 2/B – By Owner) is required and must be reflected in the Bids.**

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, and the Rochester City School District. The services to be provided will include compliance with all due dates and deadlines set forth in Exhibit A, coordination with RCSD internal departments and administrative staff, RJSCB and external consultants, as well as monitoring of all required policies and procedures for the proper and successful administration under the direction of the appropriate RJSCB or representatives thereof.

2.0 RCSD INFORMATION

The RCSD is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 700,000. The RCSD serves more than 30,000 students in pre-Kindergarten through grade 12 and an additional 15,000 adult students in continuing education programs. It operates 123 centers of learning: 60 Pre-K sites, 40 primary schools, and 23 secondary schools. RCSD currently employs approximately 7,500 employees. The District budget for 2011-12 is approximately \$682,000,000.

3.0 RJSCB INFORMATION

The seven-member RJSCB was established by legislation to oversee the Rochester School Modernization Program (RSMP), which is a three-phase joint initiative of the RCSD and the City of Rochester to update and improve school facilities. This estimated \$1.2 billion program is expected to span about 15 years. Only the Phase 1 program has been approved to date and services being requested under this Bid Solicitation are only for five (5) of the six (6) schools in the Phase 1a program.

4.0 SCOPE OF SERVICES

The Kitchen and Food Service Equipment Vendor selected to furnish, deliver, and unload the equipment under this Bid Solicitation for Part 2/B – By Owner for the RJSCB is responsible for furnishing, delivering, and unloading the equipment to the Food Service Equipment Contractor for Part 1/A – In Contract. The delivery location will include multiple school locations and will need to adhere to multiple project schedules. Refer to Exhibit A – Schedule for Services for the current anticipated schedule for each School building location.

The Food Service Equipment Vendor selected for this scope of work will provide the Kitchen and Food Service Equipment Contractor responsible for Part 1/A-In Contract items all information necessary to prepare unified kitchen and food service equipment submittals. The Part1/A - In Contract Kitchen and Food Service Equipment Contractor will be responsible for:

1. Engaging with the manufacturer to resolve any and all problems associated with purchase of the Part 2 equipment from the manufacturer including, wrong model number, missing components, concealed damage, equipment that does not work, etc.
2. Assembly of parts and service manuals for each school for those items included in the Part 2 scope of work as defined in the Specification section 11 40 00.
3. Administering warranty service for the first full year of operation.

The Kitchen and Food Service Equipment Vendor under this Bid Solicitation is to provide all equipment, labor, tools and materials necessary to furnish, deliver, and unload the equipment.

The Kitchen and Food Service Equipment Vendor for Part 2/B – By Owner is **not responsible** for uncrating, assembly, setting in place, any connections, rough-ins, or “hook-up” of the equipment specified in this Bid Solicitation; nor is he/she responsible for engaging those trades necessary to complete the installation or “hook-up” of the equipment specified.

5.0 COMMUNICATION/COORDINATION

Delivery of equipment shall be coordinated with the Construction Manager, the General Contractor, and Kitchen and Food Service Equipment Contractor for Part 1/A -In Contract, a minimum of 48-hours prior to actual delivery.

The Food Service Equipment Vendor selected under this Bid Solicitation will provide the Construction Manager, General Contractor, and Food Service Equipment Contractor for Part 1/A – In Contract with a definitive time frame, in calendar days, within which delivery will be made after receipt of the order(s).

The Food Service Equipment Vendor selected under this Bid Solicitation is required to provide the Construction Manager, General Contractor, and Food Service Equipment Contractor for Part 1/A- In Contract with the time of project completion for each of the specified school buildings.

6.0 OWNER AND VENDOR RESPONSIBILITIES

OWNER: Owner will provide a complete 11 40 00 (Food Service Equipment) Specifications and Drawings, as per Appendix E, prepared by the Owner’s design professional and approved by the New York State Education Department.

VENDOR: All work is to be conducted in compliance with the terms and conditions of this Bid Solicitation as well as the resulting Purchase Order (Attachment F). At the time of the opening of bids, it will be presumed that each bidder is familiar with each of the project sites, and has read and is thoroughly familiar with the Bid Solicitation documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to its bid.

7.0 INSTRUCTIONS TO BIDDERS

7.01 Bid Receipt and Opening. Submit six (6) copies of your bid proposal with all requested information in paper form and one (1) electronic copy (compact disk) in a sealed envelope to the offices of the Rochester Joint Schools Construction Board located at 1776 N. Clinton Avenue, Rochester, NY 14621; Attention: Thomas Renauto, Executive Director no later than **2 o’clock P. M. on Monday, July 23, 2012**, at which time bids will be opened publicly and read aloud. Late bids will not be accepted. The successful bidder (if any) must enter into a Purchase Order in the form attached hereto as “Attachment F.”

7.02 **Bidding Conditions.** The RJSCB reserves the right to reject any and all bids and to request clarification or further information from any bidder. RJSCB may consider any bid not prepared and submitted in accordance with the provisions hereof to be informal, and may waive any informalities in, or reject, any such bids. Conditional bids will not be accepted. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 45 calendar days after the actual date of the opening thereof.

7.03 **Discrepancies.** If any bidder should find any discrepancy, conflicts or omissions in the drawings and/or specifications, these shall be called to the attention of the Executive Director, in writing, not later than five (5) days before the bids are due. Such items will be reviewed, and if clarification is deemed necessary, appropriate addenda will be issued to all bidders. Neither the Owner nor the Owner's Representative(s) will be responsible for any oral instructions given during the bidding period. If inconsistencies and/or discrepancies are not brought to the attention of the Executive Director prior to bid, then the amount of work of greater value, or the product of greater quality, shall be considered applicable to determine the Project requirements at the time of the award of the contract, and thereafter.

7.04 **Addenda and Interpretations.** Prospective bidders are entitled to ask questions about this Bid Solicitation and the nature of the services and/or goods being solicited. To be considered, all questions should be submitted by **12:00 Noon on Friday, July 13, 2012**, via email to trenauto@aol.com. Submitted questions and answers will be provided to all Vendors by Addendum to be issued by email **on or before 5:00 pm on Tuesday, July 17, 2012** barring any unforeseen circumstances.

7.05 **Bid Selection Criteria.** In determining the responsibility of a bidder for a public works contract, the Owner shall consider the following items:

- A. Lack of proper certification, adequate expertise, prior experience with comparable projects, or financial resources to perform the work of the contract in a timely, competent and acceptable manner. Evidence of such lack of ability to perform may include, but shall not be limited to, evidence of suspension or revocation for cause of a professional license of any director or officer, or any holder of five percent (5%) or more of the bidders stock or equity; failure to submit satisfactory evidence of insurance, surety bond or financial responsibility; the status of bankruptcy petitions; suspension or debarment by state or federal government; or a history of termination of prior contracts for cause.
- B. Criminal conduct in connection with government contracts or business activities. Evidence of such conduct may include a judgment of conviction or information obtained as a result of formal grant of immunity in connection with criminal prosecution of the bidder, and any director or officer, or holder of five percent (5%) or more of the shares or equity of the bidder, or any affiliate of the bidder.
- C. Violations of safety and/or training standards as evidence by a pattern of OSHA violations or the existence of willful OSHA violations.

- D. Willful non-compliance with the prevailing wage and supplements payment requirements of the Labor Law by the bidder or any affiliate of the bidder.
- E. Any other significant Labor Law violation, including, but not limited to, child labor law violations, failure to pay wages, or unemployment insurance tax delinquencies.
- F. Any significant violation of the Worker’s Compensation Law, including, but not limited to the failure of a bidder to provide proof of worker’s compensation or disability benefits coverage.
- G. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations.
- H. Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women’s or Minority Business Enterprise (W/MBE), or any denial, de-certification, revocation or forfeiture of W/MBE status by New York State.
- I. Any adverse determinations or administrative rulings by the Equal Employment Opportunity Commission and/or the New York State Human Rights Division that the bidder engaged in unlawful or discriminatory conduct.
- J. Any other cause of so serious or compelling a nature that it raises questions about the responsibility of a bidder, including, but not limited to submission to the Owner of a false or misleading statement on a sworn statement of bidder qualifications, or in some other form, in connection with a bid for or award of a contract.
- K. In addition to the factors specified above, the Owner may also give due consideration to any other factors considered to bear upon bidder responsibility, including but not limited to, any mitigating factors brought to the Owner’s attention by the bidder.

Upon determination of responsibility by the Owner, Owner anticipates awarding the Purchase Order to the bidder with the overall lowest price. Please note a separate set of bid pricing forms must be submitted for each individual school. Bids must be provided for all five (5) schools included in this bid solicitation to be considered a complete proposal. Bids received that do not include all five (5) schools will not be considered.

8.0 BIDDER STATEMENT OF QUALIFICATIONS

Bidder must submit a Statement of Qualifications with its bid that clearly and accurately demonstrates specialized knowledge and experience required for consideration for Kitchen and Food Service Equipment services. Bidder can be judged qualified only for the type of work in which it has demonstrated competence. The Owner will make such investigation as it feels is necessary to determine the competency of the bidder to perform the work for which it has submitted a bid. The Statement of Qualifications 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 bidder. Please specifically identify the following for consideration that relate to the projects for which the Vendor is submitting a bid proposal:

1. Relevant experience over the past 10 years.
2. Location of business operations.
3. If collaborating with another Company, whether the team members have worked together on previous projects.
4. Specific team members assigned to the project along with their professional background, experience and qualifications.
5. References received on behalf of the Food Service Equipment Vendors as well as for the individual project team members.
6. Quality of work performed previously by the Food Service Equipment Vendors in the greater Rochester area (if any) according to the criteria below. Please specify projects and provide information where applicable including the name of a knowledgeable owner contact.
7. Ability to meet the goals set forth in Section 13 (“Equal Opportunity”).

The Statement of Qualifications must be sworn to, and notarized and shall include a certification that the bidder is not in bankruptcy and that its assets are not subject to receivership.

Prior to determining whether and to whom to award a contract in response to this Bid Solicitation, the Owner and the Program Manager will consult with the Architect of Record and Kitchen and Food Service Consultant/Designer regarding the bid proposals received.

9.0 FORM OF BID PROPOSAL

The following information should be provided on the proposer’s stationary and submitted with the Bid and the Bidder Statement of Qualifications (see Section 8.0). All questions must be answered and the data given must be clear and comprehensive. The proposer may submit any additional information he/she desires.

1. Name of Bidder
2. Permanent Main Office Address
3. Date of Organization
4. Legal form of ownership. If a corporation, date of incorporation
5. How many years have you been engaged in the services you provide under your present name?
6. Experience in work similar in scope of services and in importance to this project.
7. List not less than three (3) client references for who services similar to this Bid Solicitation 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.

Pricing Submittal Forms: Refer to Attachment A for pricing submittal forms that must be submitted for each individual school building included in this bid solicitation. Forms have been provided for all five (5) schools listing the equipment required for each specific school building. **Bids must be provided for all five (5) schools included in this bid solicitation to be considered a complete proposal. Bids received that do not include all five (5) schools will not be considered.** All costs incurred in the preparation and presentation of the bid proposal shall be wholly absorbed by the bidder.

Other Required Forms: The following must be completed, signed and submitted with the bid proposal:

- Appendix A: Offeror's Affirmation – State Finance Law §139-j(6)(b)
- Appendix B: Offeror's Certification of Compliance with State Finance law §139-k(5)
- Appendix C: Offeror's Disclosure of Prior Non-Responsibility Determination
- Appendix D: Certification of Non-Collusion in Bidding
- Attachment A: Pricing Submittal Forms (for each of the five schools included in this Bid Solicitation)
- Attachment B: Form DP-1: Schedule of MBE/WBE/DBE/SBE Participation
- Attachment C: Effort of Good Faith Checklist
- Attachment D: EBE Assurance Statement
- Attachment E: Promise of Non-Discrimination
- Attachment F: Purchase Order with Terms and Conditions

10.0 INSURANCE REQUIREMENTS

- 10.1 **Insurance Policies:** The Kitchen and Food Service Equipment contract that will be developed for the work on this program will have the following insurance requirements. All respondents to this Bid are presumed to be able to meet these requirements. See Section 8 of Attachment F (Terms and Conditions).

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: \$500,000.00

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

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the Bid Solicitation. In addition, the selected Kitchen and Food Service Equipment Vendor shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and any additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) Days Notice of Cancellation is required. Selected Vendors are responsible for the payment of all insurance premiums. The City of Rochester, Rochester City School District, Gilbane Building Company and Savin Engineers, P.C. must be named as additional named insured on such policies as well.

10.2 Indemnification & Hold Harmless:

The selected Kitchen and Food Service Equipment Vendor will be required to indemnify, defend and save harmless the RJSCB, the City of Rochester, the Rochester City School District, Gilbane Building Company and Savin Engineers P.C., their officers, agents, and employees to the extent set forth in Section 7 of the Purchase Order with Terms and Conditions (Attachment F).

11.0 BID SECURITY

11.1 Bid Bonds. Each bid must be accompanied by the certified check or bank draft of the bidder made payable to the "Rochester Joint School Construction Board," or by a bid bond prepared in the form of Bid Bond attached, duly executed by the bidder as principal, and having as surety thereon a surety company authorized to do business in the State of New York approved by the Owner in an

amount not less than five percent (5%) of the amount of the bid. Such checks will be returned by certified mail to all except the three lowest formal bidders within seven (7) business days after the formal opening of bids. All remaining checks will be returned by certified mail to the three lowest bidders within seven (7) business days after the Owner and the accepted bidder have executed the Contract or if no Contract has been so executed, within 45 calendar days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid. Bid bonds are retained in the Owner. Upon request, such bonds will be returned.

11.2 Liquidated Damages. The successful bidder, upon his/her failure or refusal to execute and deliver the Purchase Order, required bonds and/or insurance certificates within 10 calendar days after it has received notice of the acceptance of its bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with such bid.

12.0 DE-SCOPING PROCESS

Bids will be received and bidders will be notified by the end-of-the-day on **Monday, July 23, 2012** regarding de-scoping meetings that are scheduled for **Tuesday, July 24, 2012 and Wednesday, July 25, 2012**. The RJSCB reserves the right not to award any contract or purchase order outlined in this Bid Solicitation if it determines it is in the best interest of the RSMP or the public not to award a contract hereunder.

13.0 EQUAL OPPORTUNITY

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

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each Food Service Equipment Vendor 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 Food Service Equipment Vendor 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 Disadvantaged Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses. One of the principal goals

of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

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

The RJSCB is also committed to the meaningful participation of qualified minority-owned, women-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to 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 \$20,000 or more, the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- Minority-Owned Business entities shall participate in a minimum of 15% of each contract or purchase order
- Women-Owned Business entities shall participate in a minimum of 5% of each contract or purchase order
- Disadvantaged Business entities shall participate in a minimum of 2% of each contract or purchase order
- Small Business entities shall participate in a minimum of 5% of each contract or purchase order

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase I of the RSMP and for contracts awarded in Phases II and III of the RSMP. Any firms requiring assistance in meeting the above commitments of the RJSCB can contact the Independent Compliance Officer (ICO) Mr. Windell Gray at 585-334-8240.

14.0 PROCUREMENT PROCESS

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between the RJSCB and an offeror/bidder during the procurement process. **Bidders are restricted from making contact from the earliest notice of intent to solicit bids through final award and approval of the Procurement Contract by the RJSCB (“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).** RJSCB employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror/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 offeror/bidder is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer. RJSCB's Procurement Officer for the purpose of this Bid Solicitation is as follows:

Procurement Officer: Thomas Renauto, Executive Director
Rochester Joint Schools Construction Board
1776 N. Clinton Avenue
Rochester, NY 14621
Phone: (585)-262-8476

15.0 APPENDICES, ATTACHMENTS AND EXHIBITS

See annexed Appendices A through E, Attachments A through F, and Exhibit A.

The following information/documentation must be submitted **contemporaneously with the Bid Proposal:**

Appendix A: Offeror's Affirmation of Understanding – State Finance Law §139- j(6)(b)
Appendix B: Offeror's Certification of Compliance with State Finance law §139-k(5)
Appendix C: Offeror's Disclosure of Prior Non-Responsibility Determination
Appendix D: Certification of Non-Collusion in Bidding
Appendix E: Drawings and Specifications

Attachment A: Pricing Submittal Forms (five total – one for each school part of this phase)
Attachment B: Diversity Program Definitions and Forms
Attachment C: Effort of Good Faith Checklist
Attachment D: EBE Assurance Statement
Attachment E: Promise of Non-Discrimination
Attachment F: Purchase Order with Terms and Conditions

Exhibit A: Schedule for Services

The following must be submitted within three days of receiving notice of apparent low bidder:

Attachment B, Form DP-2: MBE/WBE Letter of Commitment to Perform

The following must be submitted monthly or as directed by the Owner's ICO:

Form DP-3: Monthly Employment Utilization Report
Form DP-3a: Monthly EBE Utilization Report

APPENDIX A

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

Background:

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

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

Instructions:

In connection with all solicitations of bids or requests for proposals for goods or services relating to the RSMP, the RJSCB 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:

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

APPENDIX B

OFFEROR 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

AUTHORIZED SIGNATURE

SOCIAL SECURITY OR TAX ID NUMBER

| NAME OF AUTHORIZED SIGNATURE/TITLE

STATE, ZIP CODE

PHONE/DATE

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

APPENDIX C

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

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

Address:

Name and Title of Person Submitting this Form:

Date:

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

(Please circle): No Yes

If yes, please answer the next questions:

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

 No Yes

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

 No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offeror 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: _____

APPENDIX D

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:

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.

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 the opening, directly or indirectly, to any other bidder or to any competitor; and

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.

Address: _____

Telephone: _____
Facsimile: _____
Email address: _____

Date: _____, 2012

Print: _____
FULL LEGAL NAME OF FIRM OR CORPORATION

By: _____, Its: _____
(Print name of authorized signor) (Print Title of signor)

Authorized Signature: _____

APPENDIX E

FOOD SERVICE EQUIPMENT DRAWINGS AND SPECIFICATIONS

ENRICO FERMI SCHOOL NO. 17

SPECIFIC CONDITIONS	PAGE NUMBER
PART 1 - GENERAL	11 40 00-1
PART 2 - PRODUCTS	11 40 00-16
PART 3 - EXECUTION	11 40 00-46
PART 4 - EQUIPMENT	11 40 00-50
EQUIPMENT SPECIFICATIONS	11 40 00-51 through 11 40 00-66
APPROVED "OR EQUALS" LIST	11 40 00-67
FABRICATION DETAILS	11 40 00-68 through 11 40 00-86
DRAWING TITLE	DRAWING NUMBER
EQUIPMENT PLAN	FS-100
PLUMBING PLAN	FS-101
ELECTRICAL PLAN	FS-102
BUILDING WORKS PLAN	FS-103
DETAILS AND NOTES	FS-104
PRELIMINARY SHOP DRAWINGS	FS-105

HELEN BARRETT MONTGOMERY SCHOOL NO. 50

SPECIFIC CONDITIONS	PAGE NUMBER
PART 1 - GENERAL	11 40 00-1
PART 2 - PRODUCTS	11 40 00-18
PART 3 - EXECUTION	11 40 00-54
PART 4 - EQUIPMENT	11 40 00-59
EQUIPMENT SPECIFICATIONS	11 40 00-60 through 11 40 00-80
APPROVED "OR EQUALS" LIST	11 40 00-81
FABRICATION DETAILS	11 40 00-82 through 11 40 00-99
DRAWING TITLE	DRAWING NUMBER
EQUIPMENT PLAN	FS-100
PLUMBING PLAN	FS-101
ELECTRICAL PLAN	FS-102
BUILDING WORKS PLAN	FS-103
PRELIMINARY SHOP DRAWINGS	FS-104

WORLD OF INQUIRY SCHOOL NO. 58

SPECIFIC CONDITIONS

PART 1 - GENERAL

PART 2 - PRODUCTS

PART 3 - EXECUTION

PART 4 - EQUIPMENT

EQUIPMENT SPECIFICATIONS

MANDATORY ALTERNATES LIST

FABRICATION DETAILS

DRAWING TITLE

EQUIPMENT PLAN

PLUMBING PLAN

ELECTRICAL PLAN

BUILDING WORKS PLAN

DETAILS AND NOTES

PRELIMINARY SHOP DRAWINGS

PAGE NUMBER

11 40 00-2

11 40 00-18

11 40 00-49

11 40 00-53

11 40 00-54 through 11 40 00-71

11 40 00-72

11 40 00-73 through 11 40 00-89

DRAWING NUMBER

FS-100

FS-101

FS-102

FS-103

FS-104

FS-105

CHARLOTTE HIGH SCHOOL

SPECIFIC CONDITIONS

PART 1 - GENERAL

PART 2 - PRODUCTS

PART 3 - EXECUTION

PART 4 - EQUIPMENT

EQUIPMENT SCHEDULE

BID QUOTATION SUMMARY

EQUIPMENT SPECIFICATIONS

FABRICATION DETAILS

DRAWING TITLE

EQUIPMENT PLAN

PLUMBING PLAN

ELECTRICAL PLAN

BUILDING WORKS PLAN

DETAILS AND NOTES

PRELIMINARY SHOP DRAWINGS

PAGE NUMBER

11 40 00-1

11 40 00-19

11 40 00-52

11 40 00-57

11 40 00-58 through 11 40 00-59

11 40 00-60

11 40 00-61 through 11 40 00-81

11 40 00-82 through 11 40 00-98

DRAWING NUMBER

FS-100

FS-101

FS-102

FS-103

FS-104

FS-105

FRANKLIN EDUCATIONAL CAMPUS

SPECIFIC CONDITIONS

PART 1 - GENERAL

PART 2 - PRODUCTS

PART 3 - EXECUTION

PART 4 - EQUIPMENT

PAGE NUMBER

11 40 00-1

11 40 00-16

11 40 00-46

11 40 00-50

EQUIPMENT SCHEDULE

BID QUOTATION SUMMARY

EQUIPMENT SPECIFICATIONS

APPROVED ALTERNATES LIST

FABRICATION DETAILS

11 40 00-51 through 11 40 00-52

11 40 00-53

11 40 00-54 through 11 40 00-72

11 40 00-73 through 11 40 00-74

11 40 00-75 through 11 40 00-93

DRAWING TITLE

EQUIPMENT PLAN

PLUMBING PLAN

ELECTRICAL PLAN

BUILDING WORKS PLAN

DETAILS AND NOTES

PRELIMINARY SHOP DRAWINGS

DRAWING NUMBER

FS-100

FS-101

FS-102

FS-103

FS-104

FS-105

ATTACHMENT A

PRICING SUBMITTAL FORMS

Bid prices are to include the delivery (FOB) destination to be coordinated with the Kitchen and Food Service Equipment Contractor for Part 1 / A – In Contract. A separate set of forms has been provided for each of the schools listed indicating the quantity and type of equipment required. **Bids must be provided for all five (5) schools included in this bid solicitation to be considered a complete proposal. Bids received that do not include all five (5) schools will not be considered.**

- Enrico Fermi School No. 17
158 Orchard Street 14611

- Helen Barrett Montgomery School No. 50
301 Seneca Avenue 14621

- World of Inquiry School No. 58
200 University Avenue 14605

- Charlotte High School
4115 Lake Avenue 14612

- Franklin High School Educational Campus
950 Norton Street 14621

PLEASE INCLUDE MANUFACTURER NAME AND MODEL NUMBER for all equipment. **If you are bidding an EQUIVALENT piece of equipment not listed on the approved “or equal” list**, a separate *Request for Equivalent Review Form* (Section 00 63 19 in the Specifications) for each material, product, or equipment item submitted for review must be completed and included with your Bid. A copy of this form is included. Literature and other specifications for the proposed equivalent must be included so that the proposed equivalent can be fully investigated for consideration and determination that it is equal or superior to the specified brand, material, product or equipment item; and that the same or better warranty will be furnished for the proposed equivalent as for the specified brand, material, product or equipment.

All changes in the work resulting from the use of this equivalent, if approved, will be coordinated and completed in all respects and all costs, including, but not limited to, those additional services rendered by the Architect are the responsibility of the Vendor at no additional compensation under the Contract.

Please clearly indicate the grand total bid price for each of the above-referenced schools. Upon determination of Bidder responsibility as described in this Bid Solicitation, the RJSCB anticipates awarding to the bidder with the overall lowest bid proposal price.

REQUEST FOR EQUIVALENT REVIEW FORM

Note: Use separate form for each material, product or equipment item submitted for review.

Date: _____ Request No.: _____

Project: _____

Location: _____

Name of material, product or equipment item submitted as an equivalent:

Name of material, product or equipment item specified:

Specification Section _____, Article _____, Paragraph _____

Qualities that differ from specified product or system, if any:

Name of Manufacturer / Fabricator

Address

City State Zip Code

Phone: _____ E-mail: _____

Name of Vendor / Supplier

Address

City State Zip Code

Phone: _____ E-mail: _____

The undersigned hereby certifies:

1. The proposed equivalent has been fully investigated and is considered equal or superior to specified brand, material, product or equipment item.
2. The same or better warranty will be furnished for proposed equivalent as for specified brand, material, product or equipment.
3. All changes in the work resulting from the use of this equivalent, if approved, will be coordinated and completed in all respects and all costs, including, but not limited to, those for additional services rendered by the Architect are the responsibility of this Contractor at no additional compensation under the Contract.

Contractor

Signed by

Address

City

State

Zip Code

Phone: _____

E-mail: _____

END OF SECTION

FEE SUBMITAL FORM FOR: ENRICO FERMI SCHOOL NO. 17
158 ORCHARD STREET
ROCHESTER, NY 14611

Bid prices are to include furnishing, delivering, and unloading loose/free standing kitchen and food service equipment for Part 2/B – By Owner as itemized in the Kitchen and Food Service Equipment Drawings and Specifications for the school referenced above.

Item #	Qty	Description	Manufacturer	Model No.	Unit Price	Total Price
1.004	3	Waste Bin w/ Dolly				
1.009	2	Cart, Utility				
1.014	2	Shelving, Plastic, Louvered				
1.024	2	Shelving, Plastic, Louvered				
1.025	2	S.S. Shelving, Table Mounted				
1.027	2	S.S. Table, Mobile				
1.034	2	Shelving, Plastic, Louvered				
1.035	1	Dolly, Four Wheel				
1.042	1	High Density Shelving Unit				
1.045A	1	Oven-Steamer, Combination				
1.045B	1	Oven-Steamer, Combination				
1.048	1	Shelving Unit, Metal, Wire				
1.049	2	Cart, Hot/Cold, Convertible				
1.053	2	Cabinet, Mobile, Warming & Holding				
1.054	2	S.S. Table				
1.055	2	Waste Bin w/ Dolly				
1.056	2	Cooler, Milk, Open Front				
1.057	1	Pot/Pan Rack				
1.059	2	Display Case, Heated				
1.060	2	Buffet/Cafeteria, Flat Top				
1.061	2	Buffet/Cafeteria, Cold Food Station				
1.063	2	Buffet/Cafeteria, Flat Top				
1.064	2	Buffet/Cafeteria, Hot Food-Soup Station				
1.065	2	Buffet/Cafeteria, Flat Top				
1.066	2	Buffet/Cafeteria, Flat Top				
1.067	2	Buffet/Cafeteria, Cashier Station				
1.070	2	Warmer, Buffet				
1.074	2	Tray Dispenser				

**BID QUOTATION SUMMARY FOR: ENRICO FERMI SCHOOL NO. 17
158 ORCHARD STREET
ROCHESTER, NY 14611**

Subtotal Equipment _____
Delivery & Unloading _____
Grand Total _____
Performance Bond _____

FSE Contractor to Furnish the names of Sub-Contractors:

Stainless Steel Fabricator _____

Millwork Fabricator _____ N/A

Refrigeration Contractor _____ N/A

We Acknowledge Addendum(s) _____
the above bid is in Accordance with the Bid Documents, _____
Except as Noted. _____ Date

The Undersigned Acknowledges That They Have Read and Understand the Instructions to Bidders, General Conditions and Specific Conditions and, If The Successful Bidder, Will Fully Comply With All Articles and Sections Contained Therein.

Firm _____
Signature _____
Print Name _____
Date _____

FEE SUBMITAL FORM FOR: HELEN BARRETT MONTGOMERY SCHOOL NO. 50
301 SENECA AVENUE
ROCHESTER, NY 14621

Bid prices are to include furnishing, delivering, and unloading loose/free standing kitchen and food service equipment for Part 2/B – By Owner as itemized in the Kitchen and Food Service Equipment Drawings and Specifications for the school referenced above.

Item #	Qty	Description	Manufacturer	Model No.	Unit Price	Total Price
1.002	1	S.S. Table				
1.004	2	Waste Bin w/ Dolly				
1.009	2	Cart, Utility				
1.024	4	Shelving, Plastic, Louvered				
1.025	1	S.S. Shelving, Table Mounted				
1.026	1	S.S. Table, Mobile				
1.027	1	S.S. Table				
1.034	6	Shelving, Plastic, Louvered				
1.035	1	Dolly, Four Wheel				
1.042	1	High Density Shelving Unit				
1.045A	1	Oven-Steamer, Combination				
1.045B	1	Oven-Steamer, Combination				
1.048	2	Shelving Unit, Metal, Wire				
1.049	4	Cart, Hot/Cold, Convertible				
1.053	2	Cabinet, Mobile, Warming & Holding				
1.054	1	S.S. table				
1.055	1	Waste Bin w/ Dolly				
1.056	2	Cooler, Milk, Open Front				
1.057	1	Pot/Pan Rack				
1.059	2	Display Case, Heated				
1.060	2	Buffet/Cafeteria, Flat Top				
1.061	2	Buffet/Cafeteria, Cold Food Station				
1.063	2	Buffet/Cafeteria, Flat Top				
1.064	2	Buffet/Cafeteria, Hot Food-Soup Station				
1.065	2	Buffet/Cafeteria, Flat Top				
1.066	2	Buffet/Cafeteria, Flat Top				
1.067	2	Buffet/Cafeteria, Cashier Station				
1.070	2	Warmer, Buffet				
1.074	2	Tray Dispenser				

BID QUOTATION SUMMARY FOR:

**HELEN BARRETT MONTGOMERY SCHOOL NO. 50
301 SENECA AVENUE
ROCHESTER, NY 14621**

Subtotal Equipment _____
Delivery & Unloading _____
Grand Total _____
Performance Bond _____

FSE Contractor to Furnish the names of Sub-Contractors:

Stainless Steel Fabricator _____
Millwork Fabricator _____ N/A
Refrigeration Contractor _____ N/A

We Acknowledge Addendum(s) _____
the above bid is in Accordance with the _____ Date
Bid Documents, Except as Noted.

The Undersigned Acknowledges That They Have Read and Understand the Instructions to Bidders, General Conditions and Specific Conditions and, If The Successful Bidder, Will Fully Comply With All Articles and Sections Contained Therein.

Firm _____
Signature _____
Print Name _____
Date _____

FEE SUBMITAL FORM FOR: WORLD OF INQUIRY SCHOOL NO. 58
200 UNIVERSITY AVENUE
ROCHESTER, NY 14605

Bid prices are to include furnishing, delivering, unloading loose/free standing kitchen and food service equipment for Part 2/B – By Owner as itemized in the Kitchen and Food Service Equipment Drawings and Specifications for the school referenced above.

Item #	Qty	Description	Manufacturer	Model No.	Unit Price	Total Price
1.004	2	Waste Bin w/ Dolly				
1.005	1	Mixer/Blender				
1.009	2	Cart, Utility				
1.014	4	Shelving, Plastic, Louvered				
1.016	1	Mixer, Floor				
1.017	1	Slicer, Food				
1.024	7	Shelving, Plastic, Louvered				
1.026	1	S.S. Table				
1.034	2	Shelving, Plastic, Louvered				
1.035	1	Dolly, Four Wheel				
1.042	3	Shelving Unit, Metal, Wire				
1.045A	1	Oven-Steamer, Combination				
1.045B	1	Oven-Steamer, Combination				
1.046C	1	Oven-Steamer, Combination				
1.046D	1	Oven-Steamer, Combination (Add Alt.)				
1.047	1	Range, Restaurant, Gas				
1.048	1	Shelving Unit, Metal, Wire				
1.049	4	Cart, Hot/Cold, Convertible				
1.052	2	Refrigerator				
1.053	2	Cabinet, Mobile, Warming & Holding				
1.054	1	S.S. Table				
1.055	1	Waste Bin w/ Dolly				
1.056	2	Cooler, Milk, Open Front				
1.057	1	Pot/Pan Rack				
1.059	2	Display Case, Heated				
1.060	2	Buffet/Cafeteria, Flat Top				
1.061	2	Buffet/Cafeteria, Cold Food Station				
1.063	2	Buffet/Cafeteria, Flat Top				
1.064	2	Buffet/Cafeteria, Hot Food-Soup Station				
1.065	2	Buffet/Cafeteria, Flat Top				
1.066	2	Buffet/Cafeteria, Flat Top				
1.067	2	Buffet/Cafeteria, Cashier Station				
1.068	2	Display Case, Refrigerated				
1.070	2	Warmer, Buffet				
1.074	1	Breakfast Cart- Not Shown on Plan				

BID QUOTATION SUMMARY FOR: WORLD OF INQUIRY SCHOOL NO. 58
200 UNIVERSITY AVENUE
ROCHESTER, NY 14605

Subtotal Equipment _____
Delivery & Unloading _____
Grand Total _____
Performance Bond _____

FSE Contractor to Furnish the names of Sub-Contractors:

Stainless Steel Fabricator _____
Millwork Fabricator _____ N/A
Refrigeration Contractor _____ N/A

We Acknowledge Addendum(s) _____
the above bid is in Accordance with the _____ Date
Bid Documents, Except as Noted.

The Undersigned Acknowledges That They Have Read and Understand the Instructions to Bidders, General Conditions and Specific Conditions and, If The Successful Bidder, Will Fully Comply With All Articles and Sections Contained Therein.

Firm _____
Signature _____
Print Name _____
Date _____

FEE SUBMITAL FORM FOR: CHARLOTTE HIGH SCHOOL
4115 LAKE AVENUE
ROCHESTER, NY 14612

Bid prices are to include furnishing, delivering, unloading loose/free standing kitchen and food service equipment for Part 2/B – By Owner as itemized in the Kitchen and Food Service Equipment Drawings and Specifications for the school referenced above.

Item #	Qty	Description	Manufacturer	Model No.	Unit Price	Total Price
1.002	1	S.S. Table				
1.004	2	Waste Bin w/ Dolly				
1.005	1	Mixer/Blender				
1.007	1	S.S. Shelving, Table Mounted				
1.009	4	Cart, Utility				
1.014	8	Shelving, Plastic, Louvered				
1.016	1	Mixer, Floor				
1.017	1	Slicer, Food				
1.024	4	Shelving, Plastic, Louvered				
1.026	1	S.S. Table				
1.027	1	S.S. Table				
1.034	4	Shelving, Plastic, Louvered				
1.035	1	Dolly, Four Wheel				
1.042	1	High Density Shelving Unit				
1.045A	1	Oven-Steamer, Combination				
1.045B	1	Oven-Steamer, Combination				
1.046C	1	Oven-Steamer, Combination				
1.046D	1	Oven-Steamer, Combination - Future				
1.047	1	Range, Restaurant, Gas				
1.048	2	Shelving Unit, Metal, Wire				
1.049	12	Cart, Hot/Cold, Convertible				
1.052	2	Refrigerator, Pass-Thru				
1.053	2	Cabinet, Mobile, Warming & Holding				
1.054	1	S.S. Table				
1.055	2	Waste Bin w/ Dolly				
1.056	2	Cooler, Milk, Open Front				
1.057	1	Pot/Pan Rack				
1.059	2	Display Case, Heated				
1.060	4	Buffet/Cafeteria, Flat Top				
1.061	2	Buffet/Cafeteria, Cold Food Station				
1.063	2	Buffet/Cafeteria, Flat Top				
1.064	2	Buffet/Cafeteria, Hot Food-Soup Station				
1.065	2	Buffet/Cafeteria, Flat Top				
1.066	2	Buffet/Cafeteria, Flat Top				

1.067	2	Buffet/Cafeteria, Cashier Station				
1.068	2	Display Case, Refrigerated				
1.070	2	Warmer, Buffet				

**BID QUOTATION SUMMARY FOR: CHARLOTTE HIGH SCHOOL
 4115 LAKE AVENUE
 ROCHESTER, NY 14612**

Subtotal Equipment _____

Delivery & Unloading _____

Grand Total _____

Performance Bond _____

FSE Contractor to Furnish the names of Sub-Contractors:

Stainless Steel Fabricator _____

Millwork Fabricator _____ N/A

Refrigeration Contractor _____ N/A

We Acknowledge Addendum(s) _____
 the above bid is in Accordance with the _____ Date
 Bid Documents, Except as Noted.

The Undersigned Acknowledges That They Have Read and Understand the Instructions to Bidders, General Conditions and Specific Conditions and, If The Successful Bidder, Will Fully Comply With All Articles and Sections Contained Therein.

Firm _____

Signature _____

Print Name _____

Date _____

FEE SUBMITAL FORM FOR: FRANKLIN EDUCATIONAL CAMPUS
950 NORTON STREET
ROCHESTER, NY 14621

Bid prices are to include furnishing, delivering, unloading loose/free standing kitchen and food service equipment for Part 2/B – By Owner as itemized in the Kitchen and Food Service Equipment Drawings and Specifications for the school referenced above.

Item #	Qty	Description	Manufacturer	Model No.	Unit Price	Total Price
1.002	1	S.S. Table				
1.003	1	Can Opener				
1.004	2	Waste Bin w/ Dolly				
1.005	1	Mixer/Blender				
1.009	2	Cart, Utility				
1.014	6	Shelving, Plastic, Louvered				
1.016	1	Mixer, Floor				
1.017	1	Slicer, Food				
1.024	6	Shelving, Plastic, Louvered				
1.026	1	S.S. Table				
1.027	2	S.S. Table, Mobile				
1.034	6	Shelving, Plastic, Louvered				
1.035	1	Dolly, Four Wheel				
1.042	4	Shelving Unit				
1.045A	1	Oven-Steamer, Combination				
1.045B	1	Oven-Steamer, Combination				
1.046C	1	Oven-Steamer, Combination				
1.046D	1	Oven-Steamer, Combination				
1.047	1	Range, Restaurant, Gas				
1.048	1	Shelving Unit, Metal, Wire				
1.049	4	Cart, Hot/Cold, Convertible				
1.052	2	Refrigerator, Reach-in				
1.053A	2	Cabinet, Mobile, Warming & Holding				
1.053B	1	Cabinet, Mobile, Warming & Holding				
1.054	1	S.S. Table				
1.055	1	Waste Bin w/ Dolly				
1.056	2	Cooler, Milk, Open Front				
1.057	2	Pot/Pan Rack				
1.059	2	Display Case, Heated				
1.060	2	Buffet/Cafeteria, Flat Top				
1.061	2	Buffet/Cafeteria, Cold Food Station				
1.063	2	Buffet/Cafeteria, Flat Top				

1.064	2	Buffet/Cafeteria, Hot Food-Soup Station				
1.065	1	Buffet/Cafeteria, Flat Top				
1.065A	1	Buffet/Cafeteria, Flat Top				
1.066	2	Buffet/Cafeteria, Flat Top				
1.067	2	Buffet/Cafeteria, Cashier Station				
1.068	2	Display Case, Refrigerated				
1.070	2	Warmer, Buffet				
1.075	4	Shelving Unit, Metal, Wire				

**BID QUOTATION SUMMARY FOR: FRANKLIN EDUCATIONAL CAMPUS
 950 NORTON STREET
 ROCHESTER, NY 14621**

Subtotal Equipment _____
 Delivery & Unloading _____
 Grand Total _____
 Performance Bond _____

FSE Contractor to Furnish the names of Sub-Contractors:

Stainless Steel Fabricator _____
 Millwork Fabricator _____ N/A
 Refrigeration Contractor _____ N/A

We Acknowledge Addendum(s) _____
 the above bid is in Accordance with the _____ Date
 Bid Documents, Except as Noted.

The Undersigned Acknowledges That They Have Read and Understand the Instructions to Bidders, General Conditions and Specific Conditions and, If The Successful Bidder, Will Fully Comply With All Articles and Sections Contained Therein.

Firm _____
 Signature _____
 Print Name _____
 Date _____

BID SUMMARY FORM

	EQUIPMENT	DELIVERY & UNLOADING	GRAND TOTAL
1. ENRICO FERMI SCHOOL NO. 17	\$ _____	\$ _____	\$ _____
2. HELEN BARRETT MONTGOMERY SCHOOL NO. 50	\$ _____	\$ _____	\$ _____
3. WORLD OF INQUIRY SCHOOL NO. 58	\$ _____	\$ _____	\$ _____
4. CHARLOTTE HIGH SCHOOL	\$ _____	\$ _____	\$ _____
5. FRANKLIN EDUCATIONAL CAMPUS	\$ _____	\$ _____	\$ _____
GRAND TOTALS:	\$ _____	\$ _____	\$ _____

ATTACHMENT B
DIVERSITY PROGRAM (DP) DEFINITIONS AND FORMS
MWBE/DBE/SBE Utilization and Workforce Diversity Definitions:

"Bidder" shall mean any contractor, vendor or other person, partnership, corporation or other business entity that submits a bid to the Program Manager.

"Broker" shall mean a concern that adds no material value to an item being supplied to a procuring activity or which does not take ownership or possession of or handle the item being procured with its own equipment or facilities.

"Certification" shall mean the qualifying process that ensures buyers and local, state, and federal agencies that a particular business is an Eligible Business Enterprise ("EBE") which performs a Commercially Useful Function.

"Commercially Useful Function" shall mean the execution by an EBE that contracts with the RJSCB, or subcontracts with another business enterprise that contracts with the RJSCB, of a distinct element of the work of the contract by actually performing, managing, and supervising the work involved. A business enterprise that serves as a conduit for another business shall not be deemed to perform a Commercially Useful Function. In determining whether an EBE prime or subcontractor is performing a Commercially Useful Function, factors, including but not limited to the following, will be considered:

- a. The nature and amount of work subcontracted;
- b. Whether the EBE has the skill and expertise to perform work for which it has been certified, as heretofore defined;
- c. Whether the EBE actually performs, manages and supervises the work;
- d. Whether the EBE intends to purchase commodities and/or services from a non-EBE and simply resell same to the general or prime bidder for the purpose of allowing those commodities and/or services to be counted toward assessment of a benchmark or fulfillment of a Goal;
- e. Standard industry practices relating to the use of the second tier subcontractors. Consistent with standard industry practices, an EBE subcontractor may enter into second tier subcontracts. If an EBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-EBE inconsistent with standard industry practices, the EBE subcontractor shall be presumed not to be performing a Commercially Useful Function.

"Compliance" shall mean the condition existing when a bidder has met the EBE and diversity workforce requirements set forth herein.

"Conduit" shall mean a business that purchases goods or services that are not normally purchased or sold as part of its daily business from another business for the sole purpose of resale to the RJSCB or a contractor doing business with the RJSCB.

"Contract" shall mean any binding legal obligation of the RJSCB created to acquire some good and/or service from one or more bidders, which is paid for or which is to be paid for, in whole or in part, with monetary appropriations of the RJSCB. In this context, the terms contracting, purchasing, and procurement are synonymous and refer to the process or processes under which the RJSCB undertakes such acquisitions.

"Disadvantaged Business Enterprise" (DBE) shall mean a business enterprise where the majority ownership is by a disadvantaged individual meeting the certification requirements for a disadvantaged business enterprise.

"Disparity Study" shall mean an analysis performed to determine the existence of discrimination by a governmental (or other) entity or entities, based on race, ethnicity, or gender, in the award of contracting opportunities.

"Eligible Business Enterprise" (EBE) shall mean an M/WBE, DBE and/or SBE, as defined herein.

"Goal" shall mean the race and gender conscious measures in specified procurement subcategories.

"Good Faith Efforts" shall mean those active and aggressive actions established herein for a bidder undertaken to reflect the benchmark ranges or meet Goals. Good Faith Efforts shall be mandatory for all bidders.

"Independent" shall mean that with respect to the ownership, control and activity of an EBE, the business shall operate separate and apart from the ownership, control or undue influence of another business owned and controlled by one or more non-EBE's.

"Joint Venture" shall mean an association of two or more independent persons, partnerships, corporations (or any combination of them) formed, consistent with the laws of the State of New York, to perform one or more specific contracts limited in scope and duration; and for which purpose, the entities combined their property, capital, effort, skills, knowledge and other assets.

"Minority" shall mean African American(s) (a person(s) having origins in any of the indigenous sub-Saharan racial groups of Africa), Native Americans, Hispanic Americans, and Asian Americans and any other racial group(s) for which there is a legally sufficient statistical disparity indicated, and an underutilization attributable to the effects of past or present discrimination in the local industry.

"Minority Business Enterprise" (MBE) shall mean, for the purpose hereof, an independent concern which is at least 51% owned, operated and controlled by a minority who is a citizen of the United States, or a permanent resident of the United States and provides a Commercially Useful Function, as defined herein.

"M/WBE" shall mean, severally or collectively, a Minority Business Enterprise (MBE) and/or a Women Business Enterprise (WBE).

"Non-Compliance" shall mean the condition existing when a bidder has failed to meet the requirements set forth herein.

"Independent Compliance Officer" (ICO) shall mean the ICO who is responsible for administration of the requirements of this Section 00 43 31.

"Owned" shall mean that the minority, female, disadvantaged owner(s) possess an ownership interest of at least fifty-one percent (51%) of the business, for purposes of determining whether a business is a Minority Business Enterprise, Disadvantaged or Women Business Enterprise.

"Promise of Non-Discrimination" shall mean, collectively, one or more voluntary contractual affirmative promises and other promises of forbearance made by a bidder relating to the bidder's conduct occurring prior to submission of a bid as well as after award of a contract: (1) to adopt the policies of the RJSCB relating to the participation of EBE's in the procurement process; (2) to undertake certain affirmative Good Faith Effort measures to ensure the maximum practicable participation by EBE's; and (3) not to otherwise engage in discriminatory conduct against EBE's inconsistent with said policies.

"Review" shall mean a hearing upon complaint filed by the ICO or another interested party to determine whether a bidder has satisfactorily implemented Good Faith Efforts to include EBE's in the procurement process and if so, the bidder shall be deemed to be responsive.

"Significant Business Presence" shall mean that an EBE has an established place of business in the Rochester Metropolitan Statistical Area (MSA) at which one or more of its employees are regularly based and that such place of business has a substantial role in the EBE's performance of a Commercially Useful Function as herein defined. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a Significant Business Presence.

"Small Business Enterprise" (SBE) shall mean a locally-owned business concern which, together with its affiliates, has no more than 15 employees and average annual receipts that do not exceed \$2 million. Annual receipts shall be calculated in accord with the standards established under 13 CFR § 121.104. Number of employees shall be calculated in accord with the standards established under 13 CFR § 121.106. Affiliates shall be determined in accord with the standards set forth under 13 CFR ' 121.103.

"Women Business Enterprise" (WBE) shall mean an independent concern that is at least 51% owned, operated and controlled by female member(s) who are citizens of the United States or permanent residents of the United States and provides a Commercially Useful Function, as defined herein.

The following Diversity Program forms are annexed included in this Attachment B:

- DP-1 – EBE Employment Utilization Plan
- DP-2 – EBE Letter of Intent to Perform
- DP-3 – Monthly Employment Utilization Report
- DP-3a – Monthly EBE Utilization Report

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. Submittal Date (MM / DD / YY)
	5. <input type="checkbox"/> Original Form <input type="checkbox"/> Revised Form

Project Goals: MBE - 15% WBE - 5% DBE - 2% SBE - 5%

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

Certification Statement - the below signed, being an authorized representative of the bidding company, hereby certifies that the above information is accurate and has been discussed with the proposed M/WBE, SBE or DBE prior to the submission of the accompanying bid proposal.

11. Bidding Company Official's Printed Name and Title _____	12. Bidding Company Official's Signature _____	13. Date Signed ___ / ___ / ___	14. Page Page ___ of ___
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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 by the end of the second business day following notice of award of contract.

RSMP Project: _____
Contract Name/No.: _____

The undersigned agrees to perform work in connection with the above project as a:
_____ sole proprietorship (individual) _____ partnership
_____ a corporation _____ a joint venture

Enter detailed description of labor or materials items to be provided by proposed EBE:

Indicate category of EBE (labor/labor & material subcontractor, supplier, broker, etc.)

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

_____ Disadvantaged Business Enterprise _____ Small Business Enterprise
_____ Minority-Owned Business Enterprise _____ Women-Owned Business Enterprise

For joint ventures ONLY: Name of Subcontractor/Joint Venture: _____
The total value of EBE participation is \$ _____; which is _____ % of the total Proposal.

This EBE is currently certified as a MBE, WBE, DBE or SBE in the above-indicated performance category/ies. 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 bidder shall immediately resubmit the necessary revised forms to the Owner.

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.

_____	_____
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	ICO Signature	Date

**FORM DP 3a
MONTHLY EBE UTILIZATION REPORT**

_____ / _____
Month Year

Project Name: _____
 Contract No.: _____
 Contractor Name: _____
 Address: _____
 Phone No.: _____ Fax No.: _____
 Original Contract: _____
 Change Orders to Date: _____
 Current Contract: _____
 MBE % of Current Contract: _____
 WBE % of Current Contract: _____

Subcontractor Name	EBE	Original Sub-contract	Change Orders to Date	Total Current EBE Sub-contract	Amount Paid to Date to EBE	Total Amnt of Invoices Submitted to Date	Cancelled Checks Submitted to Date

1. DP-3A is to be submitted monthly.
2. List all EBE subcontractors, even after their work is substantially complete.
3. When adding a subcontractor, attach a revised DP-1 and DP-2 to this form.
4. Attach invoices and cancelled checks to this form.

By: _____
Contractor Representative Signature

Dated: _____

ATTACHMENT C

GOOD FAITH EFFORT CHECKLIST

WE, _____ by Principal/owner: _____
hereby attest that we have exercised the following Good Faith Efforts as defined in Section 00 43 31 of the Project Specifications 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.

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 (affix additional pages if necessary).

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:

<input type="checkbox"/> African American Business Enterprise	<input type="checkbox"/> Asian American Business Enterprise
<input type="checkbox"/> Hispanic American Business Enterprise	<input type="checkbox"/> Majority Enterprise
<input type="checkbox"/> Native American Business Enterprise	<input type="checkbox"/> Small Business Enterprise
<input type="checkbox"/> 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:

<input type="checkbox"/> African American Business Enterprise	<input type="checkbox"/> Asian American Business Enterprise
<input type="checkbox"/> Hispanic American Business Enterprise	<input type="checkbox"/> Majority Enterprise
<input type="checkbox"/> Native American Business Enterprise	<input type="checkbox"/> Small Business Enterprise
<input type="checkbox"/> Women-Owned Business Enterprise	

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:

<input type="checkbox"/> African American Business Enterprise	<input type="checkbox"/> Asian American Business Enterprise
<input type="checkbox"/> Hispanic American Business Enterprise	<input type="checkbox"/> Majority Enterprise
<input type="checkbox"/> Native American Business Enterprise	<input type="checkbox"/> Small Business Enterprise
<input type="checkbox"/> Women-Owned Business Enterprise	

Contractor: _____ Date: _____

By: _____, Title: _____

ATTACHMENT D

EBE ASSURANCE STATEMENT

To be filed on company letterhead

Subject Proposal for _____

The _____ having submitted a proposal for the referenced project, if awarded the contract, we agree that the EBE Utilization Plan as well as the terms of the Economic Inclusion Plan are incorporated into the contract. 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 as part of its offer *is / is not* a MBE/DBE/WBE/SBE

This sub contractor is a (*check the appropriate status*):

- Sole Proprietorship Individual Joint Venture
 Corporation Partnership Other (explain) _____

ATTACHMENT E

PROMISE OF NON-DISCRIMINATION

KNOW ALL MEN BY THESE PRESENTS, that I/we, _____, Title(s) _____
_____, Name of Company _____ (hereinafter
"Company"), in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by
the Rochester Joint Schools Construction Board (herein, "RJSCB" or "Owner"), hereby consents, covenants and
agrees as follows:

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

Dated: _____

(Authorized Company Representative Signature)

ATTACHMENT F

ROCHESTER JOINT SCHOOL CONSTRUCTION BOARD - Purchase Order ("Purchase Order")					
Process Order Number				Date:	
				Requisition #	
SUPPLIER:			BUYER:		
Name		Name		Rochester Joint School Construction Board	
Attn:		Attn:		Tom Renauto, Executive Director	
Address		Address		175 Martin Street	
City		City		Rochester	
State		State		New York	
Zip		Zip		14605	
Phone		Phone			
Fax		Fax			
Email		Email			
Term of PO:		Product/Service:	Quantity:	Price:	Tax [(Unless otherwise specified, Buyer is exempt from applicable sale and use tax)]
Commences:					
Expires:					
					Bid/Contract Reference: [Purchase Order issued in response to "mini-bid" submitted by Seller pursuant to New York State Office of General Services Contract No. _____]
Shipping Method:		Place of Delivery:	Date of Delivery:	Other Specifications:	
Supplier:				Buyer:	
By:				By:	
Dated				Dated	

This Purchase Order is subject to the terms and conditions of the attached "General Terms and Conditions of Purchase," which are incorporated herein and made a part hereof.

ATTACHMENT F

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** Buyer (also referred to as "Owner" or "RJSCB") shall not be bound by this Purchase Order unless and until Supplier (also referred to as "Mover") executes and returns to Buyer the acknowledgement copy of this Purchase Order within 10 days of Supplier's receipt. Supplier shall be bound by this Purchase Order when it executes and returns to Buyer the acknowledgement copy of this Purchase Order or when Supplier engages in conduct which recognizes the existence of a contract, including shipment of any part of this Purchase Order. Acceptance of this Purchase Order is expressly limited to the terms and conditions herein.

2. **Complete Agreement.** The terms and conditions of this Purchase Order shall apply to the moving services set forth in the Mini-Bid and resulting contract between Owner and Supplier. However, to the extent that the terms and conditions of this purchase order differ from those set forth in the Mini-Bid document or Appendix G thereto ("Instructions to Bidders"), the order of preference shall be the Mini-Bid document, its Appendix G, and then the terms and conditions of the Purchase Order are the only terms and conditions governing this order and are the final expression and shall constitute the complete and exclusive statement of the agreement between Buyer and Supplier with respect to the products (the "Products") and/or services (the "Services") provided by Supplier hereunder. Reference to Supplier's bids and proposals, if noted on the first page of this Purchase Order, shall not affect the provisions hereof, unless specifically provided to the contrary in the Mini-Bid or Appendix G thereto and no other agreement, invoice, or quotation or any acknowledgment of Supplier in any way modifying any of the provisions of this Purchase Order or adding additional terms or conditions will be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.

3. **Delivery; Packaging and Shipping. TIME IS OF THE ESSENCE OF THIS PURCHASE ORDER.** If delivery of Products or rendering of Services is not completed by the time provided for or established on the face of this Purchase Order, Buyer reserves the right without liability, in addition to and without waiving any of its other rights and remedies provided herein or at law or equity, to terminate this Purchase Order as to any or all Products not yet shipped or Services not yet rendered, and to purchase substitute Products or Services elsewhere and charge Supplier with any loss or damage incurred by Buyer. Shipments shall be delivered FOB to Buyer's receiving site specified on the face of this Purchase Order.

4. **New Materials.** Supplier represents that the Products are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

5. **Title to Goods; Risk of Loss.** Unless otherwise explicitly provided for in this Purchase Order, title and risk of loss to Products shall pass to Buyer only at the time and place of delivery.

6. **Inspection; Rejection of Goods.** All Products furnished hereunder shall be subject to inspection and approval at Buyer's location. Buyer may reject or require the prompt correction, in place or otherwise, of any Products which are found not to conform in all

respects to (a) Buyer's specifications, drawings, blueprints and data, (b) Supplier's warranties, whether express or implied, or (c) any other instructions or requirements contained in this Purchase Order. Payment for any or all of the Products or Services supplied hereunder shall not constitute acceptance by Buyer.

7. **Indemnification.** To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless Buyer, the City of Rochester, the Rochester City School District, Gilbane Building Company, Savin Engineers P.C., and Vargas Associates Inc., and their respective officers, directors, employees and agents (collectively, the "Indemnified Parties"), from and against any claims, actions, losses, costs, damages, liabilities or expenses of any nature (including reasonable attorneys' fees and costs) arising from or in connection with any actual or alleged (a) violation of any Law (as defined in Section 12) committed by Supplier, its agents, representatives, employees, or subcontractors, or any of their respective agents and employees (collectively, "Supplier Indemnifying Parties"); (b) breach of representations, warranties, covenants or other obligations of Supplier under this Purchase Order; (c) any act or omission of any Supplier Indemnifying Parties; or (d) manufacture or delivery of Products or performance of any Service hereunder, except to the extent that any such injury or damages are due directly and solely to the negligence of the Indemnified Parties.

8. **Insurance Requirements and Certificate of Insurance.** Supplier agrees that prior to the delivery of any Products or completion of any Service, Supplier and all of its subcontractors involved in providing any Products or Services hereunder will obtain the following insurance coverages:

(a) **Workers' Compensation Insurance** covering all employees engaged in providing Products or Services hereunder in accordance with the statutory requirements of the applicable jurisdiction;

(b) **Commercial General Liability Insurance** (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

(c) **Comprehensive Automobile Liability Insurance**, covering the use of all owned, non-owned, and hired automobiles used in connection with the delivery of Products and Services hereunder, both on and off the Buyer's premises, with combined single limit of not less than \$1,000,000; and

(d) **Excess Liability Insurance** above the amount specified in (b) and (c) in the amount \$5,000,000.

(e) Any other insurance required of Supplier as is set forth in Section 7 of the Mini-Bid document.

Supplier shall maintain such insurance, at its own cost and expense, throughout the term of this Purchase Order. Upon request by Buyer, Supplier shall provide Buyer with certificates of insurance evidencing such insurance. All such policies, except workers compensation policies, shall name Buyer, the City of Rochester and the Rochester City School District as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to Buyer at least thirty (30) business days prior to the cancellation, non-renewal or modification of any such policies.

9. **Warranties.** Supplier warrants that all Products to be furnished hereunder will have clear title and will not infringe on the patent or other intellectual property rights of any other party; will conform to the descriptions, designs, specifications for the Products (including, without limitation, any specifications set forth on the face of this Purchase Order); will perform as specified herein and will be merchantable, of good quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing by Supplier); and to the extent that Supplier knows or has reason to know of the purpose for which the Products are intended, will be fit for such purpose. Supplier warrants that all Services will be performed in a competent, diligent, workmanlike and professional manner. The warranties contained herein shall run to Buyer and its customers and users of Buyer's Products or Services, and shall survive inspection, installation where applicable, acceptance and payment. The warranties set forth herein shall be in addition to any warranties of additional scope given to Buyer by Supplier.

10. **Pricing.** Product and Services rates (the "Prices") are set forth on the first page of this Purchase Order. Prices are firm, fixed prices, and include all fees and tariffs. Unless otherwise noted on the face page of this Purchase Order, Buyer is exempt from all sales and compensating use tax of the State of New York or of any City or County in the State of New York, and Supplier shall not include any such taxes in the Prices or on any invoice issued to Buyer.

11. **Invoices.** Buyer will be invoiced upon each delivery of a shipment of Products, and with respect to Services, upon their completion, in accordance with this Purchase Order. Invoices will be payable in full 45 days from the date of invoice.

12. **Compliance with Laws.** Supplier warrants that all Products and Services will be produced or performed in compliance with all applicable local, federal and state laws, rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods (collectively, "Laws").

13. **Termination.** This Purchase Order may be terminated as follows: (a) if the Seller breaches any material term of the Purchase Order, the Buyer may terminate this Purchase Order if the Seller does not cure its breach within seven (7) days after receipt of written notice from the Buyer or its Move Manager specifying the breach; (b) by Buyer pursuant to Section 14; or (c) by either party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy or similar laws of any jurisdiction, and such proceeding is not dismissed within 60 days of its filing. Upon termination of this Purchase Order for any reason, Buyer shall pay to Supplier the price provided in the Purchase Order for all Products which have been delivered and all Services which have been completed prior to termination and which are accepted by Buyer in accordance with this Purchase Order, however, in the event of a material breach and termination of Seller as set forth in this Section 13, Buyer shall be entitled to use any remaining balance of funds available under the Purchase Order to secure a replacement buyer. Seller shall be liable

ATTACHMENT F

to the extent that the cost of a replacement buyer exceeds the remaining balance of the Purchase Order.

14. **Force Majeure.** Notwithstanding anything to the contrary herein, neither party shall be liable for delay or failure in the performance of any of its obligations under this Purchase Order if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party, including but not limited to fires, floods, explosions, accidents, acts of God, war, riot, terrorism, strike, lockout or other concerted acts of workers, and acts of government, provided, however, that the party claiming that a force majeure event has affected its performance shall give notice to the other party within five (5) days of becoming aware of the force majeure event, giving full particulars thereof. The party claiming force majeure shall use its best efforts to eliminate or prevent the cause so as to continue performing its obligations under this Purchase Order. If an event of force majeure, as described in this Section 14, affects Supplier and lasts for longer than twenty (20) days, Buyer may, in addition to any other remedy available to Buyer herein or at law or equity, terminate this Purchase Order without liability, except for payment for deliveries made prior to termination and which have been accepted by Buyer.

15. **Assignment.** Neither this Purchase Order nor any payment hereunder is assignable or transferable by Supplier without Buyer's prior written approval. Any attempted assignment in violation of this Section shall be null and void.

16. **Governing Law.** This Purchase Order shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws rules. The exclusive jurisdiction and venue of an action with respect to the subject matter of this Purchase Order shall be the County of Monroe, State of New York.

EXHIBIT A

SCHEDULE FOR SERVICES

Task	School	Location	Design Phase	Construction Phase
1	Enrico Fermi School No. 17	NW	3/1/11 to 2/28/12	7/1/12 to 8/1/13
2	Helen Barrett Montgomery School No. 50	NE	3/1/11 to 12/30/11	7/1/12 to 8/1/13
3	World of Inquiry (WOI) School No. 58	S	3/1/11 to 2/15/12	9/1/12 to 8/1/14
4	Charlotte High School	NW	3/1/11 to 12/15/11	7/1/12 to 8/1/13
5	Franklin Educational Campus	NE	3/1/11 to 3/1/12	7/1/12 to 8/1/13