



To All Providers:

Please submit a sealed proposal for **PROFESSIONAL CULINARY PROGRAM SERVICES** to the Westbury Union Free School District. The district will receive sealed proposals on or prior to **11:00 am on Wednesday, December 21, 2022.** Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his proposal deposited on time at the place specified. Proposals must be submitted in a sealed envelope plainly marked on the outside: **RFP#2022-17 PROFESSIONAL CULINARY PROGRAM SERVICES.**

Proposals will be opened on the stated date at 11:00 in the District Office located at 2 Hitchcock Lane, Old Westbury, NY. There will be no discussion at the time of the opening of the proposals. The names of the proposing firms shall be available following the proposal opening.

Proposals shall be irrevocable for a minimum period of One Hundred Twenty (120) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Assistant Superintendent for Finance & Operations or his / her designee shall make such determination.

The Westbury Union Free School District reserves the right to reject any or all proposals that it considers not to be in the best interest of the school district.

Please read the attached material carefully before submitting your proposal.

The District invites a competitive RFP from experienced professionals or firms, hereinafter referred to as (Proposer”), to provide **PROFESSIONAL CULINARY PROGRAM SERVICES** for 2023-2024 for the Westbury Union Free School District Culinary Program. In accordance with the District’s policies and procedures, contracts for Labor and Materials services requiring special skill or training are subject to competitive bidding requirements of §103 of General Municipal Law when these services exceed \$35,000. The District anticipates that these services for 2023-2024 to be approximately \$100,000. Prior years’ expenditures were approximately \$100,000.

## **I. PURPOSE**

The Westbury Union Free School District, hereinafter referred to as “the District”, invites quotations/proposals from providers of **PROFESSIONAL CULINARY PROGRAM SERVICES** for the 2023-2024 School Year beginning July 1, 2023, and ending June 30, 2024, extendable up to a maximum of four (4) years.

## **II. RECEIPT OF PROPOSALS**

An original and one (1) copy of the proposal must be submitted to the Business Office. Envelopes must be clearly marked **RFP#2022-17 PROFESSIONAL CULINARY PROGRAM SERVICES** and the name and address of the proposer.

Proposals must be received no later than **11:00 AM on WEDNESDAY, DECEMBER 21, 2022** at the following address:

Mr. Robert Stein  
Deputy Purchasing Agent  
2 Hitchcock Lane  
Old Westbury, NY 11568

Please note that, in the unforeseen event that the School District is closed for instruction due to COVID or other emergency situation, essential employees will be on-site. Therefore, we will continue to receive proposals in response to this RFP on or before the due date and time. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his proposal deposited on time at the place specified.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date may not be considered and may be returned to the firm unopened.

During the evaluation process, the School District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the School District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

## **III. PROPOSAL SUBMISSIONS**

All proposals must be submitted in two parts. Part 1 must address experience and references. Part 2 must consist of complete cost and pricing information. Incomplete submissions will not be considered for award. Proposals should not be excessively long and should be submitted in a format that permits copying for review.

In addition, all proposals must include a completed Vendor Information Acknowledgment Form, References, Vendor Disclosure, Non-Collusive Certification, and Certification of Compliance with the Iran Divestment Act of 2012. All materials submitted in response to this request for proposal shall become the property of the District.

#### **IV. BACKGROUND**

The following is a brief description of the School District:

1. Student Enrollment at Westbury School District – approx. 4,700
2. Number of Schools – 6
3. Management
  - a. Superintendent
  - b. Assistant Superintendent for Curriculum and Instruction
  - c. Assistant Superintendent for Personnel
  - d. Assistant Superintendent for Finance & Operations

#### **V. SCOPE OF SERVICES**

The Proposer will provide Professional Culinary Program Services to the District and Board, including, but not limited to the following:

##### **PROFESSIONAL CULINARY PROGRAM SERVICES.**

#### **PART 1 – EXPERIENCE AND REFERENCES**

In setting forth its qualifications, each individual or firm submitting a proposal shall:

- a. Provide the name and or name of the firm as well as a brief description of its business activities and history.
- b. Provide information on how long the firm or individual has been in business and length of its experience in providing school districts.
- c. Identify the firm's professional staff members, who specifically will be involved in this program as the services relate to public school culinary training, and the location of the office from which they work. Provide a detailed biography and/or resume outlining the experience and credentials of all staff members who will provide these services to the District.
- d. Provide a listing of Culinary Services contracts and/or projects awarded with other organizations giving dates of service.
- e. Provide the name and title of person(s) submitting the proposal, the firm's main office address, and primary and secondary points of contact and their telephone and fax numbers (including area codes).
- f. Detail the experience your firm and its staff have in working with public sector clients. Describe how needs specific to the public sector were met. Highlight any experience specific

to Pre K - 12 public school districts.

- g. Provide at least *three* (3) client references from similar projects. Include contact names, addresses and telephone numbers. Provide a list of current and former educational clients and describe the nature of the work experience with these clients. Identify the nature of any potential conflict of interest (in fact or appearance) the individual or agency might have in providing these services to the District.
- h. Complete the attached non-collusion statement.

**PART 2 – COSTS / FEES**

State the hourly rates at which the services would be provided to the District.

**ADDITIONAL PRICING**

(All additional prices that may apply must be listed and submitted with this proposal. Attach the pricing to this proposal certification).

**REVIEW OF PROPOSALS**

Proposals shall be evaluated based upon the following:

- a. Professional qualifications and prior experience and proposer’s demonstrated capabilities.
- b. Total proposed price.
- c. Client references.

**SCORING AND EVALUATION**

The District will evaluate each proposal using the following criteria:

DESCRIPTION	PERCENT
Experience and references (as specified in Part 1 of the RFP) The proposer will be able to develop and maintain a hands-on school experience for commercial cooking that covers all the basics from measuring and knife skills to menu planning and cooking techniques, the basic knowledge of the commercial kitchen, including equipment and procedures used in professional food establishments, including mastering-by-doing the skills of food selection, handling and cooking. Other parts of the school age program must include displaying and serving prepared foods in an attractive and appetizing manner, maintaining proper health and sanitation standards in a food service establishment; maintaining, ordering, receiving and storing inventory for food service establishments; ordering according to the needs of the particular type of establishment; planning, cooking and serving large numbers of people while controlling food quality and quantity; workplace literacy with an externship. An approvable technical assessment of third-party, nationally-recognized, industry-standards based exams with a locally-developed technical section must be part of the program. A project or portfolio based on work-based learning experiences is acceptable; the proposer must be able to develop an articulation agreement with a post-secondary institution; the agreement should state what the institution will provide, as a direct benefit to your students, as a result of their successful completion of your program. The proposer must be licensed by NYSED.	60%
Cost	40%

## TERM OF CONTRACT

Contract Period: July 1, 2023 through June 30, 2024

## INFORMATION FOR THE PROFESSIONAL CULINARY PROGRAM SERVICES

Any question(s) submitted by an individual for firm regarding this RFP must be directed to:

Mr. Robert Stein  
Deputy Purchasing Agent  
Phone: (516) 874-1895  
Fax: (516) 876-2351

## VI. INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.
  - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3.
  - a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
  - b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
  - a. **Commercial General Liability Insurance**  
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate  
\$2,000,000 Products and Completed Operations

\$1,000,000 Personal and Advertising Injury  
\$100,000 Fire Damage  
\$10,000 Medical Expense

b. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

e. **Umbrella/Excess Insurance**

\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.

6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

## VII. INTERVIEW

The award process may include an interview with Central Office Administrative Staff. Date of interview to be determined.

## VIII. FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW." The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

## **IX. TERMINATION OF CONTRACT**

Any contract agreed to under this Request for Proposal is subject to termination by either party with thirty (30) days written notice. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Technology Consulting Services provider.

## **X. RIGHT TO REJECT A REQUEST FOR PROPOSAL**

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal, to request additional information and clarifications from proposers, to allow corrections of errors or omissions, and to negotiate with one or more of the finalists regarding the terms of the engagement. Any information given, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without any liability of any kind whatsoever. The District intends to select the Technology Consulting Services provider that, in its opinion best meets the District's needs, and not necessarily the provider whose fees are the lowest.

## **XI. REQUESTS FOR CLARIFICATION/INFORMATION**

All requests for clarification or additional information as related to this Bid/Proposal shall be submitted in writing via fax or e-mail to:

Mr. Robert Stein  
Deputy Purchasing Agent  
Fax (516) 876-2351  
Email: [rstein@westburyschools.org](mailto:rstein@westburyschools.org)

Please include the firm's name, a contact person's name, a fax number and an email address.

## **XII. ACKNOWLEDGMENT FORM**

Included within this Request for Proposal is the acknowledgment form to be used in connection with the services to be provided. Proposers should review the contents of the acknowledgment form and base his/her/its proposal on the provisions therein. The terms and conditions set forth in the Request for Proposal are incorporated into the acknowledgment form by reference and shall form a part of the Agreement executed by the Board of Education and the successful proposer.

**VENDOR INFORMATION & ACKNOWLEDGMENT FORM**

The undersigned, as a duly authorized representative of the Vendor, hereby proposes to furnish such services, materials, supplies, and equipment as required by the General Terms and Conditions and Specifications contained within the Request for Proposal Documents at the prices indicated on the Rate Sheet Form.

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Please indicate the representative from your company who should receive all correspondence relating to this bid:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: (if different from above) \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Vendor Acknowledgement

Vendor, by checking and signing below, confirms that he/she has read and understands and will comply with the terms, conditions and specifications/scope of this Request for Proposal and any addenda, if issued.

Yes  No

Proposers Authorized Signature: \_\_\_\_\_



**REFERENCES**

Company Name:

Address:

Contact Person:

Telephone:

Dates of Contract(s)

Company Name:

Address:

Contact Person:

Telephone:

Dates of Contract(s)

Company Name:

Address:

Contact Person:

Telephone:

Dates of Contract(s)

Proposer's Name: \_\_\_\_\_

**VENDOR DISCLOSURE CERTIFICATION**

**Vendor must complete either Section A or B below and returned with your proposal**

- A. This is to certify that the principal members of the company listed below are not related to any Board members, officers or employees of the District and no Board member, officer or employee of the District is directly or indirectly interested in this bid or the supplies, materials, equipment, work or services which are related to it, or in any portion of the profits thereof.

\_\_\_\_\_  
SIGNATURE COMPANY NAME

\_\_\_\_\_  
PRINT NAME

- B. This is to certify that the following Westbury Union Free School District Board members, officers or employees are related to principal members of the company listed below or have a direct or indirect interest in this bid or the supplies, materials, equipment, work or services which are related to it, or in any portion of the profits thereof.

NAME	RELATIONSHIP	NAME OF RELATION

\_\_\_\_\_  
SIGNATURE COMPANY NAME

\_\_\_\_\_  
PRINT NAME

WESTBURY UNION FREE SCHOOL DISTRICT  
REQUEST FOR PROPOSAL FOR PROFESSIONAL CULINARY PROGRAM SERVICES

**PROPOSER'S CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT OF 2012**

In accordance with General Municipal Law §103-g, which generally prohibits the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

*[Please Check One]*

**Proposer's Certification**

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-an of the State Finance Law.
  
- I am unable to certify that my name and the name of the bidder/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: \_\_\_\_\_, New York  
          \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Name of Bidder/Proposer

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed or Typed Name of Official and Title

Sworn to before me this  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Dated:

WESTBURY UNION FREE SCHOOL DISTRICT  
REQUEST FOR PROPOSAL FOR PROFESSIONAL CULINARY PROGRAM SERVICES

**BID PROPOSAL NON-COLLUSIVE CERTIFICATION**

Firm Name \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Bid \_\_\_\_\_

1. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

2. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal here-after made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. 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 of its knowledge and belief:

- (1) The prices in 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 submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A. (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).
- (2) Any bid hereafter made to any subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_