



Operations – Facilities Department

1305 Muriel Street
Pittsburgh, PA 15203

facilities@pghschools.org

www.pghschools.org

Parent Hotline: 412-529-HELP (4357)

OFFICIAL ADVERTISEMENT

THE BOARD OF PUBLIC EDUCATION

of the

SCHOOL DISTRICT OF PITTSBURGH

Submit sealed proposals to the Facilities Department, Pittsburgh Public Schools Service Center, 1305 Muriel Street, Pittsburgh PA 15203 until 2:00 p.m. D/EST on 10 June 2025 for:

**Request for Qualifications and Proposal (RFQ/P) for
Architectural and Engineering Services for
Central Kitchen Renovation and Re-Equipping**

RFQ/P is available at the Pittsburgh Public Schools website,
<https://www.pghschools.org/community/business-opportunities/rfps> or by email request to
LFornataro1@pghschools.org, at no charge. Mandatory Pre-Proposal meeting at 10:00 a.m. D/EST on
20 May 2025.

www.pghschools.org

Parent Hotline: 412-529-HELP (4357)

The Pittsburgh Public Schools does not discriminate on the basis of race, color, age, creed, religion, sex, gender (including gender identity or expression), sexual orientation, ancestry, national origin, marital status, pregnancy, or disability in its programs. activities or employment and provides equal access to designated youth groups. Inquiries may be directed to the Assistant Superintendent of Student Services at 341 S. Bellefield Avenue, Pittsburgh, PA 15213 or (412) 529-HELP (4357).

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Request for Qualifications and Proposal (RFQ/P) Central Kitchen Renovation and Re-Equipping

The Operations – Facilities Department of the School District of Pittsburgh (the “District”) is requesting statement of Qualifications and Proposals (RFQ/P) from qualified firms to provide Architecture/Engineering Preliminary Design services as specified below and herein.

Proposal Due: 10 June 2025 at 2:00 p.m. D/EST

Proposal Received by: LouAnn Fornataro
Assistant Director of Facilities – Design and Planning
At
Facilities Department
Pittsburgh Public Schools Service Center
1305 Muriel Street
Pittsburgh PA 15203

Pre-Proposal Meeting and Site Visit: Mandatory, 20 May 2025 at 1:00 p.m. D/EST
At
Central Operations Building (lobby)
8 South 13th Street
Pittsburgh PA 15203

Proposal Questions: Latest, 23 May 2025, 5:00 p.m. D/EST
To
LouAnn Fornataro
Assistant Director of Facilities – Design and Planning
LFornataro1@pghschools.org

Sealed responses will be received by the District not later than the Proposal Due date and time. Information in the response will remain confidential until award is made.

Responses must be in the actual possession of the District prior to the date and time and at the location indicated above to be considered valid. Late proposals will not be considered.

Submit responses in a sealed envelope, with “RFQ/P – Central Kitchen Renovation and Re-Equipping” and the Offeror’s name and address clearly indicated on the envelope. Additional instructions for preparing a response are provided herein.

Issue Date: 25 April 2025

Request for Qualifications and Proposal (RFQ/P)
Central Kitchen Renovation and Re-Equipping

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02-General Information**A. Purpose of RFQ/P**

This Request for Qualifications and Proposals (RFQ/P) solicits professional consultants to provide services to the School District of Pittsburgh for the Central Kitchen Renovation and Re-equipping. This will be a Capital Improvement project that has not yet been identified in the District's Capital Plan.

1. "A/E" (Architect/Engineer) is used for convenience to identify the Proposer, the entity responding to the RFP/Q. Use of "A/E" includes all those professional design disciplines necessary to accomplish the scope of the project.
2. "Consultant" is the entity with which the Board may Execute an Agreement.

B. Governing Body and Contracting Authority: The Board of Public Education of the School District of Pittsburgh, PA is the Governing Body and the Contracting Authority for the School District of Pittsburgh, and is referred to as the "Board".

C. School District of Pittsburgh: The School District of Pittsburgh is the Owner, and is referred to as the "District".

1. District Vision

All students will graduate high school as college, career, and life-ready, prepared to complete a two- or four-year college degree or workforce certification.

2. District Mission

The Pittsburgh Public Schools will be one of America's premier school districts, student-focused, well-managed, and innovative.

We will hold ourselves accountable for preparing all children to achieve academic excellence and strength of character, so that they have the opportunity to succeed in all aspects of life.

3. District Beliefs

- All children can learn at high levels.
- Teachers have a profound impact on student development, and should have ample training, support and resources.
- Education begins with a safe and healthy learning environment.
- Families are an essential part of the educational process.
- A commitment from the entire community is necessary to build a culture that encourages student achievement.
- Improvement in education is guided by consistent and effective leadership.
- Central office exists to serve students and schools.

D. Operations – Facilities Department

The Facilities Department is under purview of the District's Operations Department of the Central Office. The Facilities Department design and construction teams procure, oversee, and administer design and construction services for the District's Capital and Major Maintenance projects.

E. Operations – Central Kitchen

1. Located within the District's Food Service Center, the Central Kitchen is the primary production hub, preparing food in hot and cold pack sealed containers, for food service to 20 heat-and-serve satellite kitchens. It also supports five outside contracts covering 15 additional sites, and produces snacks and dinners for 10 District programs. Alongside its adjoining warehouse under the purview of the Operations Department, the Food Services Department operates as an "enterprise" entity focused on efficient, high-quality food distribution.
2. The Food Services Department strives to keep the children of the district healthy and focused. Beginning in the 2012/2013 school year, the school menus were designed to meet strict guidelines from the United States Department of Agriculture. The guidelines are based on the latest nutrition research from leading associations and a panel of experts in health and nutrition. The school breakfast and lunch menus are prepared and analyzed to meet these nutrition guidelines. Information about the Food Services Department can be found here: <https://www.pghschools.org/departments/food-services/food-services-home>. Policy Information about the District's Food and Nutrition Services can be read here: <https://www.pghschools.org/departments/food-services/policy-information>. These policies are important for informing design strategies.

End of Section 02-General Information.

03-Proposal Information and Proposal Submission Requirements**A. Pre-proposal meeting**

A mandatory pre-proposal meeting and walk-through of the existing facility will be held at the time and location indicated in Document entitled “Request for Qualifications and Proposal.”

B. Inquires and Communications

Submit to the District via email to the person and prior to the deadline indicated in Document entitled “Request for Qualifications and Proposals.” Include “Central Kitchen Reno” in email subject line and request a Read Receipt. Responses to questions, general communications, and revisions to the RFQ will be distributed via email to all parties that have received the RFQ.

C. Proposal Schedule

Advertisements:	First 27Apr2025; Last 11May2025
Request for Proposal Released:	25 April 2025
Pre-proposal meeting & walk-through:	10:00 a.m. D/EST, Tue, 20May2025
Deadline for Submitting Questions:	5:00 p.m. D/EST, Fri, 23May2025
Responses to Questions, latest:	5:00 p.m. D/EST, Fri, 30May2025
Deadline for Qualifications and Proposal:	2:00 p.m. D/EST, Tue, 10Jun2025
Qualifications and Proposal Review:	June 2025
Interviews:	June 2025
Recommendations to Board:	July 2025
Board Approval and Contract Award:	July 2025
Anticipated Start Date:	August 2025

D. Conditions of Proposal

1. This RFQ/P does not commit the District to awarding a contract.
2. The District will not defray or reimburse A/E’s costs incurred for preparation of a proposal in response to this RFQ/P.
3. The District reserves the right to cancel this RFQ/P in part or in its entirety. If the District cancels or revises the RFQ/P, the District will notify in writing all those that have received a copy of the RFQ/P.
4. The District intends to award one contract for the scope of this RFQ/P.
5. The District reserves the right to reject any and all proposals in whole or in part and to request revisions in order to enable the District to make its judgement of best value.
6. The District reserves the right to request additional information and clarifications with respect to responses to this RFQ/P.
7. If a contract is awarded, it will be authorized at a public Board of Education meeting.

RFQ/P – Central Kitchen Renovation & Re-Equipping

School District of Pittsburgh

03-Proposal Information and Submission Requirements

8. A/Es desiring to release information to the public must secure prior approval from the District. If no approval from the District, A/Es are not authorized to advertise or otherwise distribute information about this project or their involvement in this project.
9. The District is not bound to award the contract to the lowest-priced proposer.
10. Proposals will not be returned.

E. Submission Instructions

1. Submit response to the District at the address and prior to the deadline indicated in Document entitled “Request for Qualifications and Proposal.”
2. Format: One document, all sections consolidated (except as noted below for Fee Schedule), 8.5” x 11” format (except as noted below for Project Schedule), minimum 11-point font. Provide three bound paper copies and one USB drive with documents in read-only pdf format.
3. Submit responses in a sealed envelope, with “RFQ/P – Central Kitchen Renovation and Re-Equipping” and the Offeror’s name and address clearly indicated on the envelope.
4. Page counts noted below are maximum per item. Front and back covers are not counted. Do not include submission requirements information on front or back cover.

F. Scope of Services: See Attachment A and its Exhibits.

G. Existing Documents:

1. PDF files of drawings of the 1996-2000 renovation are available for *bona fide* A/E’s information and will be electronically transmitted by the Facilities Department to A/Es upon request. These documents are also available in print for *bona fide* A/E’s viewing (only) at Facilities Department, 1305 Muriel Street, Pittsburgh PA, Mon-Fri, 9am-5pm. Request transmission of electronic documents and arrange document viewing day and time with LouAnn Fornataro, Assistant Director of Facilities – Design and Planning, LFornataro1@pghschools.org, 412-529-4342 or Ron Frasinelli, Construction Supervisor – Facilities, RFrasinelli1@pghschools.org, 412-529-4326 (o) or 724-581-8626 (m).
2. The 1996-2000 renovation drawings, as well as more recent drawings for a limited scope of mechanical renovation, are also available in CAD format, and will be provided only to the awarded A/E after contract award, upon request but subject to document authors’ copyright restrictions.
3. There is no charge to the A/E for electronically transmitted documents. A/E may reproduce drawings provided by the District only to the extent required for preparation of response to this RFQ/P. Other reproduction and other distribution of documents is strictly prohibited.
4. The District makes no warranty, either implied or implicit, as to the accuracy of its drawing and CAD files, or to the suitability of CAD files for use for this project. A/E assumes risk for its use of drawing and CAD files and is responsible to field-verify information contained in drawing files.

H. Submission Requirements - Credentials:

1. Design Disciplines: For each entity, provide company name and address; primary contact name and contact information (phone and email); general description of company, its focus markets, and its role on this project; sub-consultants’ experience with the primary consultant and the sub-consultants’ experience with each other; anticipated Eligible Business Enterprise (EBE) minority and women-owned businesses participation;

any other information the Proposer believes is advantageous to demonstrating their value and relevance (2 pages for each Consultant and sub-consultant). Provide this information for the following design disciplines:

- a. Structural
- b. Architectural
- c. Interior Design
- d. Kitchen equipment
- e. Fire Protection (suppression and notification)
- f. Mechanical (HVAC and equipment ventilation) and Plumbing (water, waste, and gas)
- g. Electrical (service, low-voltage, and lighting)
- h. Cost Estimator
- i. At Proposer's discretion, two other design discipline specialty sub-consultants deemed appropriate, necessary, or advantageous for the project.

Cost Estimator must be sub-consultant/third party. Other disciplines may be either in-house to primary A/E or sub-consultants to the A/E.

2. Resumes: Provide Resumes (1 page for each person) for a minimum one and maximum of two design professionals for each of the Design Disciplines listed above plus the Principal-in-Charge and intended Project Manager. Design professionals must be professionally licensed or certified in their respective disciplines, have relevant experience, and be those persons intended to be assigned to this project.
 - a. "Relevant" means, lead designer or primary supporting designer on projects similar to this project: (a) Non-residential food service facilities of approximate size of this facility; or (b) Central food service preparation and distribution facilities of approximate size of this facility; or (c) Food preparation and distribution facilities for large school districts; and (d) Renovation of food service preparation facilities of approximate size of this facility; and (e) Phased projects.
 - b. Include relevant experience on resumes. Experience on projects used as project examples is more relevant than experience on non-represented project examples. Experience on phased non-residential kitchen renovation projects is highly relevant.
 - c. If represented experience was not with current firm or in current position, indicate how and with whom that experience was gained.
 - d. Indicate what person's role will be on this project.

I. Submission Requirements - Project Examples:

1. Provide minimum of five and maximum of eight (1 page each) project descriptions of A/E's projects, to demonstrate relevant experience. Include description and location of project; description of scope of services; cost of project – fees, construction costs, initial estimate, low bid, final construction cost, and other relevant costs; initial intended design-complete date and actual design-complete date (month/year); client quotes and testimonials at A/E's discretion; photos and images of projects at A/E's discretion; and other pertinent information to demonstrate relevance.
2. "Relevant" means projects that represent any combination of: (a) Non-residential food service facilities of approximate size of this facility; (b) Central food service preparation and distribution facilities of approximate size of this facility; (c) Food preparation and distribution facilities for large school districts; and (d) Renovation of food service preparation facilities of approximate size of this facility. Phased renovation projects are highly relevant and more relevant than new builds.
3. Project examples must include at least two from the prime A/E and at least two from the kitchen equipment designer/sub-consultant. Other project examples may be by any

combination of other sub-consultants/design disciplines, at A/E's discretion to best show relevance.

4. A/E's services for these projects must have been performed 01 January 2015 and later. Completed projects are preferred, but in-progress projects are acceptable.

J. Submission Requirements – References: Provide at least three but not more than five letters of reference (2 pages each) from clients.

1. Letters from clients of phased non-residential kitchen renovation projects of similar size to this project are highly relevant. Letters from clients with renovation and adaptive re-use projects are more relevant than letters from clients with new build projects. Letters from clients for projects examples are more relevant than letters from clients from other projects.
2. Letters should address: Size of project for which A/E provided services; A/E's innovative or value-added approach to the project; A/E's communication and responsiveness; A/E's quality assurance and quality control; A/E's cost control; Client's overall satisfaction with the A/E.

K. Submission Requirements – Project Schedule: Provide preliminary schedule for accomplishing scope of services (1 page). Schedule may be presented in 11"x17" format, z-folded. Indicate critical path and durations for the following milestones:

- Data Gathering and Field Documentation
- Schematic Design and Cost Estimate – two non-concurrent concepts
- Preliminary Design and Cost Estimate
- Preliminary Equipment Schedule and Cost Estimate
- Phasing Plan

L. Submission Requirements – EBE participation: Propose anticipated Eligible Business Enterprise (EBE) participation. Submit completed document entitled "10% Eligible Business Enterprise (EBE) Aspirational Goal Form." (Form included with this RFP/Q.)

M. Submission Requirements – Fee:

1. Comply with Exhibit 1 Additional Contract Requirements.
2. In a separate sealed envelope inside the proposal envelope for paper delivery and as separate file for USB/electronic delivery, provide Lump Sum Fee proposal (2 pages) for the stated services. Mark envelope and name electronic file with "Fee: RFQ/P – Central Kitchen Renovation and Re-Equipping."
3. In the same envelope and on the same USB as the Lump Sum Fee proposal, provide hourly rates (burdened) Fee Schedule for primary A/E and sub-consultant staff (2 pages each entity).
 - a. On the schedule of hourly rates, indicate expected (percentage) escalation of hourly rates for the period between date of current Fee Schedule and 31 December 2027.

End of Section 03-Proposal Information and Submission Requirements.

04-Summary of Services and Project Scope**A. Form of Agreement**

1. Standard Agreement: A sample Standard Consultant Agreement is included as **Attachment A** of this RFQ/P.
2. Additional Contract Requirements is Exhibit 1 to Attachment A. Commonwealth of Pennsylvania Public Works Employment Verification is Exhibit 2 to Attachment A. Exhibits 1 and 2 will be part of the Consultant Agreement.
3. Statement of Design Consulting Services is Exhibit 3 to Attachment A. Deliverables is Exhibit 4 to Attachment A. Exhibits 3 and 4 are specific to this project and will be part of the Consultant Agreement, subject to modifications agreeable to the parties prior to execution of the Agreement.
4. Upon approval by the Board, a final Agreement will be issued to the Consultant for signature.
5. Submit questions regarding the Agreement with other RFQ/P inquiries. No changes to the Agreement will be made after Board approval.

B. Summary Scope of Services

1. Base Services
 - a. Base Services for this project are described in the Agreement sample, Exhibit 3 Statement of Design Consulting Services. Deliverables are described in the Agreement sample, Exhibit 4 Deliverables.
 - b. In general, Base Services include: Data gathering and field documentation; Conceptual Design (15% of design complete); Preliminary Design (35% of design complete); Construction Cost Estimates; Food Service Equipment Schedule and Cost Estimates; and Phasing Plan.
 - c. Include the following design disciplines in Base Services: Structural, Architectural, Interior Design, Fire Protection, Plumbing, Mechanical, Electrical, Telecommunications, Data (IT), Audio-Visual, and Food Service.
2. Modification to Base Services

Consultants may propose and recommend changes, additions, and deletions to the scope of services if such are considered beneficial to the project and the District. The District reserves the right to accept or reject proposed or recommended changes.

C. Central Kitchen – Background

1. Central Kitchen, including its distribution and storage facilities, is located in the Central Operations Building, 8 South 13th Street, Pittsburgh PA.
2. Building area and uses, in approximate gross square feet (subject to field verification by Consultant) are:
 - a. First floor: 44,200 s.f.
 - Central Kitchen and Food Service related
 - b. Second floor: 42,900 s.f, of which:
 - 26,400 is Central Kitchen and Food Service related
 - 11,200 s.f. is Plant Operations – not in this project scope
 - 5,300 s.f. is Food Service Administrative offices – not in this project scope
 - c. Mezzanine: 2,270 s.f.

- Technology group – not in this project scope
- Therefore, approximate area of this project is $44,200 + 26,400 = 70,600$ gross square feet, including common areas, mechanical and electrical rooms, elevators and stairs.
3. Central Kitchen daily serves approximately:
 - School year Breakfast: 2,200
 - School year Lunch: 4,400
 - School year Dinner: 500
 - School year Snacks: 650
 - Summer Breakfast: 2,500
 - Summer Lunch: 2,500
 - Outside contracts Breakfast: 200
 - Outside contracts Lunch: 350
 4. Currently, food is prepared or received pre-prepared, then packaged into “hot packs” or “cold packs” (sealed containers) and distributed to the twenty satellite schools.

D. Central Kitchen – Goals

1. A primary purpose of this renovation is to accomplish the goal of preparing 80% of meals from scratch by school year 2030-31. Additional goals (equal priority): improve operations and logistics; upgrade facilities to current standards and for serviceability for 30 years; replace end-of-life and near-end-of-life equipment; add new equipment for new food service preparation goals and menus; remove unused, obsolete, and superfluous equipment and systems; replace under-sized and over-sized equipment; improve lighting and ventilation; improve energy efficiency.
2. Central Kitchen will remain in operation for the duration of renovations. Therefore, Phasing Plan must accommodate interim operations and logistical implications of implementation of new work.
3. Director of Food Services has identified the following specifics as part of this renovation. However, this is not an all-inclusive list of design strategy or scope; specifics of design scope are to be determined during data-gathering services.
 - a. Large Dry Storage area: Replace terracotta tile flooring with flooring suitable for food service facility and to sustain moving equipment (forklift) traffic; change racking to suit new storage container types.
 - b. Small Dry Storage area: Relocate storage into Large Dry Storage Area.
 - c. Convert Small Dry Storage Area into a Training Kitchen and 80-90 person Training Room people. Alternate: Add an indoor basketball court to this area.
 - d. Staff Wellness Room: None currently in building; add one, preferably near the Training Room. Comply with code criteria for Mother's Room, restrooms, and other required special staff rooms.
 - e. Food Production Area flooring: Currently, epoxy resin. While this is advantageous for slip-resistance, it is difficult to clean. Though terra cotta tile is conducive to cleaning, it is not as slip-resistant as desired. Explore options and make recommendations for both easy-to-clean and slip-resistant flooring that is suitable for food production areas. Replacing flooring in Food Production area will be a construction Alternate.
 - f. Food Production: Add a vertical farm (fresh produce). Self-contained hydroponic growing system. Basis of design is Flex Farm, www.forkfarm.com, 877-818-9707. Include power and water infrastructure for units.

- g. Local Harvest: Facilities to allow capture of local harvest in-season, and to process and store (frozen, dried or cold-stored, as appropriate) local produce for use during non-growing season.
- h. Distribution area: Add a pick-and-pack system for loading carts for distribution to other sites and movement around the various Central Kitchen areas. This area should include distribution to the schools as well as pick-up and delivery for catering services.
- i. Packaging machines/systems are too far from cooler and product flow from cooler to packaging to dolly carts for distribution is inefficient. Improve layout for efficiency of operations.
- j. Hot packs method of packaging food will be phased out, in favor of “pans” (steam table-type). Change process and storage for new panning packaging method.
- k. Deli foods are currently pre-packaged and frozen. Provide systems for slicing in-house and “scratch-built” sandwich making.
- l. Roll-in ovens: Replace them with combi ovens with steaming capability, and delete existing steamer.
- m. Tilt skillet: Add one
- n. Kettles: Replace two 100-gallon units with two (or three, if space permits) 250-gallon units.
- o. Rice/pasta kettles: Have one 100-gallon unit. Add one 100-gallon unit.
- p. Blast Chiller, 6 ft x 6 ft: Remove.
- q. Flash Freezer, 6 ft x 10 ft: Add. Also, designate space for one future additional Flash Freezer 6 ft x 10 ft.
- r. Cook’s cooler is currently underutilized but is expected to be more extensively utilized in new kitchen configuration. Therefore, do not reduce it.
- s. Thaw Box: Change thaw box + freezer configuration to all Freezer.
- t. Cart Washer is currently used for hot box carts. Future: Change washing equipment to suit new panning carts washing.
- u. Commercial Dishwasher (with associated conveyors and tables): Add.
- v. Dumbwaiter: Remove it and infill floor openings.
- w. Salad bars: New food service goals include salad bars in schools. Provide Central Kitchen equipment to accommodate preparation of salad bar items for distribution to schools. Goal is to process all vegetables in-house and ultimately provide fresh produce service, salad bar preparation, and grab-and-go meal options.

End of Section 04-Summary of Services and Project Scope.

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05-Consultant Evaluation Criteria

A. General

Proposals will be evaluated by the District based on A/E's response to information requested in this RFQ/P. The District intends to award one contract, to the Consultant most advantageous to the District, that which combines a high level of qualifications with reasonable cost. The fee proposal will not be the sole determinant of award.

B. Criteria, in order of importance, that will be used for evaluating proposals include but are not limited to:

1. Relevant project experience.
2. Staff relevant experience.
3. Demonstrated ability to manage projects and teams for projects of this type and size.
4. Ability and capacity to appropriately staff the project.
5. Demonstrated control of cost for the performance of services: stability of original fee over the duration of the project.
6. Demonstrated control of schedule for performance of services.
7. Strength and relevance of references and testimonials.
8. Business diversity (EBE) utilization.
9. Fee proposal.

C. Disqualification: Any of the following disqualifies A/Es and sub-consultants from consideration:

1. Conflict of interest.
2. Un-insured or under-insured, whether General or Professional liability.
3. Record of non-performance or under-performance on, or removal from, prior District projects.
4. Collusion.
5. Inability to secure required clearances.

End of Section 05-Consultant Evaluation Criteria.

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10% ELIGIBLE BUSINESS ENTERPRISE (EBE) ASPIRATIONAL GOAL FORM

Minority/Women business Department

A 10% EBE Aspirational Goal has been applied to this contract opportunity. Pursuant to the Uniform Terms and Conditions of this solicitation for the **Pittsburgh Public Schools (PPS)**, offering companies are required to identify their proposed utilization of certified diverse businesses upon responding.

CONTRACT TITLE/DESCRIPTION: _____

PPS STAFF: _____

DEPARTMENT: _____

ESTIMATED CONTRACT AMOUNT: _____

START DATE: _____

1. **Business Diversity Type** – Indicate all that apply and provide proof from a certifying agency for credit towards the EBE goal):
 - a. ☐ For Profit (corporation, partnership, etc.) ☐ Non-Profit (NPO) ☐ Government Agency
 - b. If your company is a 'for profit' entity, please identify your diversity status:

☐ Minority Business (MBE) certified
☐ Women Business (WBE) certified

☐ Disadvantaged Business (DBE) certified
☐ U.S. Small Business Administration (8(a)) certified
2. **Proposed Diversity Utilization Plan** – Please provide detailed information regarding any additional business entity that will assist in completing the scope of work as defined by this solicitation. Attach proof of current certification.

	Certified Diverse Business #1	Certified Diverse Business #2
Company Name		
Company Contact (name, title, email, and phone)		
Scope of Work		
Dollar Amount & Percentage of Contract	\$ _____ ÷ _____ total contract amount = _____ % of total contract	\$ _____ ÷ _____ total contract amount = _____ % of total contract
Business Diversity Type(s) (see question #1 above)		

3. **Good Faith Effort** – Please provide detailed information addressing your firm's culture for business diversity & inclusion if \$0 or 0% will be awarded to a certified diverse-owned/led firm.
 - a. Business Diversity \$ Paid Out Last Year to MBE, WBE, DBE, 8(a) or NPO certified firms?
 - Total Business Diversity Paid = _____
 - Total Business Diversity Paid/Your Company's Total \$ Spent = _____%
 - b. Business Diversity Firms Count: What is the total number of MBE, WBE, DBE, and/or SBA 8(a), firms that your company contracted with last year? Please itemize by each diversity type as well.
 MBE: _____ WBE: _____ DBE: _____ SBA 8(a): _____ Total: _____
 - c. Business Diversity Affiliations: Are you a member of any supplier/business diversity organizations? If so, please share the name of the organization and provide details concerning your level of involvement with that organization. _____

As the authorized representative for the company named below, I certify that the information concerning business diversity certifications and participation for this proposed contract have been reviewed by me and the information furnished is true to the best of my knowledge.

Company Name: _____ Date: _____

Printed Name and Title of Owner/Authorized Representative: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address of Authorized Representative: _____

Signature of Authorized Representative: _____

This section to be completed by the Pittsburgh Public Schools staff:

Managing Department/School: _____

Project Manager/Owner: _____ Phone Number: _____

Board Docs Approval Month: _____ Board Docs Approval Number: _____

Estimated Contract Amount: _____

Submit completed forms with attachments to the Minority/Women Business Department, pcastleberry1@pghschools.org.

INSTRUCTIONAL GUIDE

This page provides a list of instructions to assist with completing the 10% EBE Aspirational Goal form. Please copy and utilize a separate form for each individual project or contract opportunity.

Top Section (captures your company information)

- Contract Title/Description – what products and/or services are you providing pricing for?
 - PPS Staff & Department – enter the name of the person and department that you submitted your pricing to.
 - Estimated Contract Amount – enter the amount.
 - Start Date – enter the anticipated date that the contract will commence.
1. **Business Diversity Type** – Check the box for all that apply.
PLEASE ATTACH PROOF OF CERTIFICATION IF APPLICABLE. For more information, visit our website at www.pghschools.org/mwbe.
 2. **Proposed Diversity Utilization Plan** – List any suppliers, sub-contractors, sub-consultants, etc. that you will compensate to assist in the completion of the scope of work for this contract opportunity.
 - Company name – enter the name of the certified diverse firm (based on the business diversity types above).
 - Contact information – provide the name, title, email and phone number of the contact person.
 - Type of work that they will perform – briefly describe their scope of work for this contract.
 - To calculate the percentage, use this formula:
 - i. the diverse vendor's subcontract amount (divided by) this total contract amount (equals) the % of contract. Example: \$3,500 (subcontract amount) ÷ \$25,000 (total contract amount) = 14%
 - Business diversity type - enter all options that apply based on the categories listed in section #1.
 3. **Good Faith Efforts (GFE)** – Complete this section if \$0 or 0% of your proposed contract amount will be paid, directly by your company, to a certified diverse firm. Your GFE should reflect dollars spent during the previous calendar year with certified diverse firms and not related to this contract opportunity.
 - a. **Business Diversity Dollars Awarded Last Year**
 - Total dollars spent with certified diverse firms in the previous year.
 - Percentage of your procurement dollars spent with certified diverse firms in the previous year.
 - b. **Business Diversity Firms Count** – enter the total certified diverse firms you spent dollars with last year, also break it down by certified business diversity type.
 - c. **Business Diversity Membership** – list the name of any organization(s) your company belongs to whose mission is to increase contracts awarded to diverse owned businesses. Describe your level of participation.

Final Section - must be signed off by the owner, or an authorized representative of the company/agency submitting this proposal, bid or quote.

- Print your company name and today's date.
- Print the name and title of the owner or authorized representative.
- Provide the physical address for the company.
- Provide the phone number and email address of the owner or authorized representative.
- Provide the signature of the owner or authorized representative.

TO BE COMPLETED BY PPS STAFF ONLY:

- Projected Approval Month – enter the projected approval month.
- Projected Approval Year – enter the projected approval year.
- Board Docs Number – enter the Board Docs number.

Please submit this completed form with attachments and questions or suggestions to Paula B. Castleberry, Minority/Women Business Department, at (412) 529-4660 or pcastleberry1@pghschools.org.

**THE BOARD OF PUBLIC EDUCATION
SCHOOL DISTRICT OF PITTSBURGH
FACILITIES DIVISION
1305 MURIEL STREET
PITTSBURGH, PENNSYLVANIA 15203**

CONSULTANT AGREEMENT

CONTRACT NUMBER: MS25-130

PROJECT: **Central Kitchen Renovation and Re-Equipping**

This Agreement, made and entered into on [date], is by and between the BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH, PA, a school district of the first class A of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, particularly the Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended with offices at: 341 South Bellefield Avenue, Pittsburgh, PA 15213, hereinafter referred to as the “District.”

AND

[name] (“Consultant”), an entity having a business address at: [physical and mailing address(es)]

1. **Services.** Provide Architectural and Engineering Services for Renovations to Central Kitchen. Such services include but are not limited to the preparation of preliminary design documents and construction cost estimating. Statement of Design Consulting Services required for this Agreement are described in Exhibit 3. Deliverables required for performance of the Agreement are described in Exhibit 4.
2. **Term.** Consultant shall perform the services described in Exhibit 3 and provide deliverables described in Exhibit 4, commencing as of the date of this Agreement and completed not later than [date].
3. **Payment and Billing.** Invoices for rendering the services described herein shall be submitted to Facilities Department within thirty (30) days of completion of the services. Payment will be authorized upon certification of completion of the invoiced services by the District contact. The total amount for these services, Lump Sum Fee, including Expenses, shall not exceed [amount, in words] (\$ [amount in numbers]). Payable amount is pursuant to the percent complete as of the date of the Invoice.
4. **Insurance.** Provide insurance coverage, witnessed by certificates of insurance (ACCORD form or equivalent), for limits not less than those listed in Exhibit 1, ADDITIONAL CONTRACT REQUIREMENTS.
5. **Immigration.** Consultant acknowledges and agrees that it is in compliance with the Immigration Reform and Control Act of 1986, as amended and is not an illegal alien.

- 6. Clearances.** Consultant and its employees who may have direct contact with children during the discharge of responsibilities under this contract shall obtain, at its own expense, and submit all criminal background reports required by 24 P.S. §1-111, as amended, and child abuse clearances required by 23 Pa.C.S. §6344, as amended. All required reports and clearances must be submitted to the District contact person prior to performing any services under this contract. No payments shall be authorized unless all required reports and clearances have been received. Consultant further agrees to notify the School District within seventy-two (72) hours of any arrest or conviction of the any of its employees providing services under this Agreement during the term of the Agreement. A Consultant's employee will be prohibited from providing services under this Agreement if required reports and clearances are not received or if any report or clearance indicates that a Consultant's employee has been convicted of a disqualifying crime.
- 7. Independent Contractor Status.**
- 7.1.** Consultant shall be an independent contractor and, subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct the performance of the Services under this Agreement. Unless agreed otherwise in writing by Consultant and the District, the personnel and staff of Consultant are employees of Consultant. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or of a principal-agent, or to otherwise create any liability for the District whatsoever with respect to the liabilities and obligations of Consultant or any other Party. Unless agreed otherwise, Consultant shall be solely responsible for (and the District shall have no obligation with respect to) payment of all federal income, FICA, and other taxes owed or claimed to be owed by Consultant arising out of its association with the District pursuant to this Agreement, and Consultant shall indemnify, defend and hold the District harmless from and against any and all losses, damages, claims, costs, penalties, liabilities and expenses howsoever arising or incurred or otherwise with respect to any such taxes.
- 7.2.** As an independent contractor, Consultant has the right to work and associate with other partners, vendors, employers, and third parties while, at the same time, performing the Services under this Agreement.
- 7.3.** As an independent contractor, Consultant has the right to establish its own schedule to discharge the responsibilities set forth in this contract, except under certain situations where the Services must be rendered at a specific time, date or place.
- 8. Policy.** Consultant agrees to comply with all Board Policies including, but not limited to the Board's prohibition against tobacco use, harassment, and substance abuse. A copy of all Board policies is available upon request or on the District's website.
- 9. Termination.** The District reserves the right to terminate or cancel Consultant's Services at any time and for any reason.

- 9.1. Effect of Termination.** Upon termination, Consultant shall: (a) stop work under the Agreement on the date of the termination; (b) provide to the District those Deliverables prepared for the project(s) under this Agreement, whether completed or in progress; and (c) be entitled to payment for services previously authorized by the District and rendered by the Consultant up to and including the date of termination of the Agreement.
- 10. Governing Law.** This Agreement shall be construed and enforced under the law of the Commonwealth of Pennsylvania, regardless of its conflict of laws and provisions, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.
- 11. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The receipt by facsimile or electronic media of an executed copy of this Agreement shall be deemed the receipt of an original document.
- 12. Headings.** Titles and headings of the sections of this Agreement are for convenience of reference only and do not form a part of and shall not in any way affect the interpretation of this Agreement.
- 13. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the Parties. No amendment or modification changing this Agreement's scope or terms shall have any force or effect unless executed and delivered in writing and signed by all Parties.
- 14. Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent that assignment is permitted under this Agreement.
- 15. No Third-Party Beneficiaries.** This Agreement and each and every provision thereof are for the exclusive benefit of the District and Consultant and not for the benefit of any third party.
- 16. Authority to Bind.** The undersigned signatories each represent and warrant, independent of the other, and on behalf of the respective Party for whom they have executed this Agreement, that they have the authority to execute and deliver this Agreement on behalf of such respective Party, and that this Agreement represents the valid and binding obligations of such respective Party, and that the respective Parties hereto have each taken all appropriate corporate and company action as is necessary or required for the validity and enforceability of this Agreement.
- 17. Severability.** If a court holds any term, covenant or condition of this Agreement invalid, such holding shall not affect or impair the validity of any other terms, covenants or

conditions of this Agreement, which the Parties hereby deem severable and which shall remain in full force and effect.

18. Waiver. No one shall or may find, hold or determine that a Party has waived any term, covenant or condition, set forth in this Agreement, or any remedy set forth in this Agreement, unless that Party has set forth its waiver in a writing signed by that Party.

19. Interpretation of Agreement. The Parties agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the manner dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties as set forth in this Agreement.

20. Force Majeure. Neither party shall be liable for failure or delay in performing its obligations under this Agreement, except for payment obligations, if such failure or delay is caused by events beyond its reasonable control.

20.1 *Force majeure* events include, but are not limited to: earthquakes, hurricanes, floods, wildfires, or other natural disasters; epidemics, pandemics, or other public health emergencies declared by a recognized government authority or health organization; governmental orders, restrictions, or regulations including lockdowns, quarantines, travel bans, trade embargoes, or other regulatory actions that prevent performance; war, terrorism, cyberattacks, riots, or civil disturbances; supply chain disruptions resulting from *force majeure* events affecting third-party suppliers; labor strikes, lockouts, or other industrial actions, except those solely affecting the party claiming *force majeure*; fires, explosions, or other catastrophic events; and failure of utilities, transportation systems, or communications outside the control of the affected Party.

20.2 Increased cost or difficulty in performance alone do not constitute a *force majeure*.

20.3 The party invoking *force majeure* must provide written notice to the other Party within ten (10) days of the event's occurrence, detailing its impact on performance. The affected Party shall use commercially reasonable efforts to mitigate the impact of the event and resume performance as soon as practicable. Once the *force majeure* event ceases, the Party must resume full performance immediately.

20.4 If the *force majeure* event persists beyond ninety (90) days, either Party may terminate this Agreement without penalty provided the affected Party gives thirty (30) days' written notice to the other Party. Termination clause 9.1 above applies to *force majeure* terminations.

21. Exhibits: The following Exhibits are attached hereto and part of this Agreement:

Exhibit 1: Additional Contract Requirements

Exhibit 2: Commonwealth of Pennsylvania Public Works Employment Verification

Exhibit 3: Statement of Design Consulting Services

RFQ/P – Central Kitchen Renovation & Re-Equipping

School District of Pittsburgh

Attachment A - Standard Agreement (Sample/Draft)

Exhibit 4: Deliverables

[list & number in sequence other exhibits provided by District, if any]

Exhibit [#]: Consultant Lump Sum Fee Proposal

Exhibit [#]: Consultant and Sub-Consultant Hourly Fee Schedule

[list & number in sequence other exhibits provided by Consultant, if any]

IN WITNESS WHEREOF, this ____ day of _____, 202X, the undersigned agree to the terms and conditions set forth above and on any Exhibit attached hereto and incorporated herein:

ATTEST:

CONSULTANT

Witness

By: _____
Authorized Consultant Signatory

ATTEST:

SCHOOL DISTRICT OF PITTSBURGH

Witness

By: _____
President

Approved as to form:

Solicitor

Contract Manager

Three signed originals of this Agreement must be returned to the Facilities/Plant Operations Division, 1305 Muriel Street, Pittsburgh, PA 15203 before any payments will be made under this Agreement.

RFQ/P – Central Kitchen Renovation & Re-Equipping

School District of Pittsburgh

Attachment A - Standard Agreement (Sample/Draft)

For Office Use Only

Department: Plant Operations – Facilities

Submitted by: [Name]

Legislative Meeting Date: [date]

Board Tab: [number]

I hereby certify this is contract number: [number]

Contract Amount: \$[dollar amount]

Payable from account number: [number]

Controller

Date: _____

Exhibit 1 – Additional Contract Requirements

- A. **Document Ownership:** Instruments of Service, documents provided to the Board or District as part of the scope of Consultant's services and pursuant to the Agreement, become property of the Board.

1. Instruments of Service provided as Conceptual or Preliminary may be utilized by the District as "bridging documents" to procure subsequent services for design complete scope.
2. Consultants providing Conceptual and Preliminary design services are not precluded from providing subsequent design services for this project. However, the Board is not obligated to award subsequent design services.

B. **Participation by Minorities and Women**

The Board has established policies promoting the participation of minorities and women. It is a goal of the District that the Consultant will utilize the services of qualified minorities and women in non-traditional roles in accomplishment of the services to be performed. Aspirational goal is that 10% of total Consultant fee is directed towards qualified minority and women owned businesses. Business Diversity Utilization Eligible Business Enterprise (EBE) documentation is required.

C. **Board Policies**

The Consultant shall abide by all Board policies, outlined below. A copy of Board policies, in their entirety, will be made available upon request.

a. **Non-smoking:**

It is the intent of the Board to have a tobacco-free School District, which includes all buildings and grounds owned and operated by the School District, with only the following exception: designated smoking areas outside of buildings.

b. **Substance Abuse:**

Comply with the Substance Abuse Policy of the School District of Pittsburgh as adopted on January 22, 2003, and as revised on February 28, 2003.

c. **Prohibition of Sexual Harassment:**

The Board prohibits the sexual harassment of and by all persons within the School District of Pittsburgh including, by way of illustration but not by way of limitation, students, employees, applicants for employment, and non-employees who transact business within the District with or without compensation. This policy applies to conduct during and related to the operation of the schools, school sponsored activities, and District business. The Board considers sexual harassment in the work and educational environment to be inappropriate and offensive and it will not be tolerated under any circumstances.

d. **Code of Ethics:**

The Code of Ethics sets forth ethical guidelines for reference by Board Members, employees, volunteers, and persons doing business with the School District when involved in the expenditure or obligations of public funds, or the collection or review of confidential information, assuring that decisions are made independently, free of any conflicts of interest, and through the appropriate decision-making channels.

D. **Clearances**

Consultant and sub-consultants and their employees are expected, at various and indeterminate occasions, to have direct contact with children during the performance of responsibilities under this Agreement. Therefore, clearances described in the Agreement are required.

E. **Contract Amount:**

1. Total Contract Amount is all-inclusive, including Consultant's fee, sub-consultants' fees and project-related expenses.

2. Break down of Contract Amount is (A) Consultant's Fees, (B) Sub-consultants' fees, by discipline, and (C) Budget Estimate of Reimbursable Expenses.

F. Consultant Fees:

1. Normal and anticipated costs for services provided by Consultant and Sub-consultants.

G. Expenses:

1. Allowed Reimbursable Expenses are reimbursable to the Consultant at cost x 1.1 (cost plus 10% management fee).
2. Include Budget Estimate of project-related expenses, accounting for the following Allowed Reimbursable Expenses:
 - a. Survey, Site Investigation, and Geotechnical services.
 - b. Application and Review fees charged by agencies having jurisdiction for design approval including City of Pittsburgh Zoning and Historic Review committees, Pittsburgh Water and Sewer Authority (PWSA), and Allegheny County Health Department (ACHD).
 - c. Construction permit fees due for initial building permits applications, as set by the City of Pittsburgh Department of Permits, Licenses, and Inspections. (PLI). (Contractors are responsible for the balance of permit fees under Construction Contracts.)
 - d. Printing and reproduction costs for design review submissions and record document submission.
 - e. Other project related expenses as identified in Consultant's proposal and accepted by the District.
3. Not Reimbursable: Mileage, travel expenses, and parking costs inside the Pittsburgh City limits; meals; and Consultant's in-house printing and copying costs are not considered project-related expenses, are not to be included in the consultant's fee, and are not reimbursable.
4. Project advertisements for bids and costs for placement of advertisements are by the District.

H. Payment to the Consultant

Payment for the Consultant's services will be for work completed, on a monthly basis, as follows:

1. Basic services will be paid as percentage complete of total services.
2. Additional Services:
 - a. Additional Services must be authorized in writing prior to performing or invoicing for such Additional Services. No payment will be made for Additional Services not authorized and approved by the Board, in writing.
 - b. Additional Services will be paid as either (A) a Lump Sum or (B) hourly with a not-to-exceed limit per the primary Consultant and sub-consultant's hourly rates Fee Schedule Exhibit to the Agreement, as agreed in advance with the District.
 - c. Additional Services will be paid as a percentage complete for total services for the Additional Services scope.
 - d. Changes in total contract amount require approval by the Board.
3. Invoicing of percentage complete for services shall not exceed the following, as factored against the total fee amount:
 - a. Data Gathering and Field Documentation: 15%.
 - b. Schematic Design and Cost Estimate: 25%.
 - c. Preliminary Design and Cost Estimate: 35%.
 - d. Preliminary Equipment Schedule and Cost Estimate: 15%.
 - e. Phasing Plan: 10%.

I. Insurance:

1. General:
 - a. Secure and maintain insurance described below for the duration of the Agreement.

- b. Provide proof of such insurance and policy endorsements upon execution of the Agreement and prior to commencing services. Furnish Certificate(s) of Insurance and policy endorsements from insurance carrier(s).
 - c. Insurance carriers shall be companies authorized to do business in Pennsylvania. Certificates and endorsements must indicate the existence of the required insurance and that the insurance is within the limits the carrier may lawfully provide.
 - d. Insurance is subject to the approval of the Board for adequacy of protection.
 - e. The Board of Public Education of the School District of Pittsburgh, PA shall be named as Additional Insured on the policy endorsements and identified as a Certificate Holder for: Comprehensive General Liability, Automotive Liability, Umbrella or Excess Liability, and Workers' Compensation/Employer Liability policies.
 - f. The Board of Public Education of the School District of Pittsburgh, PA shall be identified as Certificate Holder for Professional Liability Insurance policy.
2. Comprehensive General Liability:
Comprehensive General Liability Insurance to protect the Board and its employees against any and all claims arising out of, and in any way related to, the Consultant's services and damages in law or equity for property damage and personal injury, including wrongful death, in the following minimum amounts:
- Property Damage: One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- Personal Injury: One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
3. Automotive Liability:
Automotive Liability Insurance covering owned and rented vehicles operated by the Consultant with policy limits of not less than One Million Dollars) Combined Single Limit and Aggregate for bodily injury and property damage.
4. Umbrella or Excess Liability:
Umbrella or Excess Liability Insurance may be used to achieve the required coverage for Comprehensive General Liability and Automotive Liability, provided that such umbrella or excess insurance results in the same coverage as required for the individual policies.
5. Workers' Compensation/Employer Liability:
Workers' Compensation Insurance: Per statutory limits.
Employer's Liability Insurance with policy limit of not less than One Hundred Thousand Dollars (\$100,000) per accident, Five Hundred Thousand Dollars (\$500,000) per disease, and One Hundred Thousand Dollars (\$100,000) per disease per employee.
6. Professional Liability Insurance:
The Consultant shall provide a professional liability policy covering the consultant's negligent acts, errors, omissions, and due diligence in its performance of professional services, with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

End of Exhibit 1-Additional Contract Requirements.

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COMMONWEALTH OF PENNSYLVANIA
PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body: [The Board of Public Education, School District of Pittsburgh](#)

Contract/Project No **[XXXXXX]**

Project Description: [Central Kitchen Renovation – Design Services](#)

Project Location : [8 South 13th Street, Pittsburgh PA 15203](#)

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act (“the Act”) through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

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Exhibit 3 - Statement of Design Consulting Services

A. General

1. The contract for Consultant services will be Lump Sum Fixed Fee. Total contract amount is all-inclusive through Preliminary Design (35% of design complete), and including the Consultant, sub-consultants, and project-related expenses.
2. Administration:
 - a. The Contract will be administered by the District's Facilities Department. The Facilities Department Project Manager is the Consultant's primary contact for project-related matters; route documents and communications through the Project Manager.
3. Payment will be made on the basis of project completion, as described in the Agreement, Exhibit 1 Additional Contract Requirements.
4. Design Disciplines:
 - a. Structural, Architectural, Interior Design, Fire Protection, Plumbing, Mechanical, Electrical, Audio-Visual, Food Services, and Cost Estimating disciplines are included in this design services scope.
 - b. Geotechnical, Site/Civil and Landscape Architecture services are not required for the scope under this Agreement. Should, at any point during the term of this Agreement, Consultant or District determine that Geotechnical engineering, Site Survey, Site/Civil engineering, or Landscape Architecture services are necessary, services will be added to Consultant Agreement as Additional Services or provided by District, as determined by agreement in advance of proceeding.
 - c. Environmental services are not required for the scope of services under this Agreement. Should, at any point during the term of this Agreement, the Consultant or the District determine that environmental services are necessary for the design scope under this Agreement, the District will directly hire a separate consultant for inspection, testing, and reporting of Hazardous Materials in the work area and for the design and specification for abatement.
5. Code Compliance:
 - a. Consultant is responsible for ensuring that the project, as designed, complies with applicable codes and criteria, including but not limited to: Americans with Disabilities Act (ADA); and codes, rules, requirements and regulations of the City of Pittsburgh, County of Allegheny, the Commonwealth of Pennsylvania, and the Federal government.
 - b. Review of design and application fees by governmental agencies for design approval and permit are not required for the scope under this Agreement. However, discussions with permitting authorities to clarify interpretations of criteria, in order to provide Standard of Care for the design, is the Consultant's responsibility and is to be included in the Lump Sum Fixed Fee.
 - c. Building permit application, and associated costs, are not required for the scope under this Agreement.
6. Quality Assurance/Quality Control:
 - a. Consultant is responsible for quality assurance and quality control of their work, has complete responsibility for their work, and is fully accountable for design errors and omissions.
 - b. Consultant is responsible to perform services to a Standard of Care consistent with and comparable to similar professionals for similar projects and circumstances, including the extent of field investigation necessary to completely familiarize itself with existing conditions.
 - c. Consultant is responsible for cross-discipline review with its sub-consultants to ensure thoroughness, completeness, and coordination of documents.
 - d. The District's staff review of Consultant's documents will consist of an overall general examination to determine whether or not work is being performed within the requirements

of the Agreement and its Exhibits, and in accordance with established District policies and standards. In no case will District staff engage in detailed checking of work performed.

B. Project Program Scope: Phased renovation of the Central Kitchen, including its storage and distribution facilities, to accommodate changes in menu and operations and to accomplish the following goals:

1. Accommodate 80% of meals prepared “from scratch” by school year 2030-31.
2. Improve operations and logistics;
3. Upgrade facilities to current state-of-the-art standards and for serviceability for 30 years;
4. Replace end-of-life and near-end-of-life equipment;
5. Add new equipment for new food service preparation goals and menus;
6. Remove unused, obsolete, and superfluous equipment and systems;
7. Replace under-sized and over-sized equipment;
8. Improve lighting and ventilation;
9. Improve energy efficiency.

C. Existing Documents

The District’s archived electronic documents – both CAD files and pdfs - will be made available to the Consultant at no charge. Prints/copies of drawings desired by the Consultant are the Consultant’s responsibility. However, use of these documents and files is solely at the risk of the Consultant, within the limitations of their authors’ copyright restrictions. The District makes no representation or warranty, either implicit or implied, about the completeness or accuracy of the documents in relation to existing conditions or otherwise.

D. Services – General:

1. Provide design services, field surveys, and reports involving new design and existing building renovations including but not limited to: design services, data gathering and field documentation, recommendations, cost estimates, and phasing plan.
2. Employ or engage in contract the appropriate design, engineering, and specialty sub-consultants for architecture and interior design; structural, fire protection, plumbing, mechanical, and electrical engineering; kitchen equipment; and cost estimating as needed to complete services. Design professionals must be professionally licensed or certified in their respective disciplines and have relevant experience.
3. Prepare documents in accordance with pertinent Board and Facilities Department standards, including but not limited to: scale, format, level of detail, technical content, and systems and equipment standards.
4. Project scope includes all areas used by Central Kitchen and Food Services in the Central Operations Building. Project scope does not include areas occupied by Plant Operations department, Food Services Department Administrative Offices, or Technology Department offices.
5. For the purpose of identifying level of design and services, “design complete” means “documents ready to be released for construction.” Percent complete indicated herein and elsewhere in the Agreement is identified and measured as a portion of design complete status.

E. Design Services: Provide the following professional services.

1. Data Gathering:
 - a. Interview Director of Food Services and Director’s designated staff to determine details of project. Interview will be a primary data-gathering method for developing the design.

- b. Obtain data by visiting the site, conference with the District's Facilities Department representatives, and by other actions, as necessary to develop the Conceptual and Preliminary designs.
 - c. Review existing record drawing files that are available from the District's Facilities Department, including as-built construction drawings of the building and utilities. Capture pertinent information from the District's existing documents.
 - d. Include data gathering information in Project Narrative, describing design and systems, all disciplines.
 2. Field Documentation:
 - a. Field check, measure, and verify actual existing conditions as required to determine field conditions and to obtain data necessary for proper design and to the Standard of Care required to accomplish the design.
 - b. Prepare existing conditions plans to the extent required to accomplish Conceptual and Preliminary designs: all disciplines, including food service equipment.
 - c. Exploratory demolition is neither required nor permitted as part of scope for this project.
 - d. Coordinate field activities with the District's Facilities Department Project Manager and the Central Operations Building Custodian.
 3. Schematic Design
 - a. Develop Schematic Design documents to a level of not less than 15% of design complete.
 - b. Provide two concepts at Schematic Design phase, non-concurrent. Second concept will be based on Owner's review of initial Schematic Design, and will be minor or significant/major re-design, depending on Owner's response to initial Schematic Design.
 - c. Provide architectural floor plans and equipment layout plans (with structural background) showing proposed project scope and configuration. Engineering disciplines drawings are not required for Schematic Design phase.
 - d. Project Narrative - for all disciplines including engineering: Describe concepts, recommendations, proposed alternates and variations to the design, data gathering information, field documentation findings, and constructability. Include building code report. Include basis of design for equipment if appropriate or advantageous for explaining or validating the Schematic Design. Revise Project Narrative for second Schematic Design concept.
 - e. Provide Construction and Food Service Equipment Cost Estimates. Revise Cost Estimates for second Schematic Design concept.
 4. Preliminary Design
 - a. Obtain approval of Schematic Design and authorization to proceed to Preliminary Design from Owner.
 - b. Develop Preliminary Design documents to a level of not less than 35% of design complete.
 - c. Provide floor plans and equipment layout plans showing proposed project scope and configuration, all disciplines.
 - d. Provide Food Service Equipment schedule.
 - e. Provide Phasing plan. Phasing Plan to anticipate multi-year project and continued operation of Food Service operations.
 - f. Project Narrative: Update and advance to Preliminary Design level.
 - g. Construction and Food Service Equipment Cost Estimates: Update and advance to Preliminary Design level.
 5. Design Development Phase services: Not in scope.
 6. Construction Documents Phase services: Not in scope.

7. Project Advertisements and Procurement (Bid) Phase services: Not in scope.
8. Post-Procurement (Post-Bid) Phase services: Not in scope.
9. Construction Phase services: Not in scope.
10. Final Certification and Project Close-out services: Not in scope.
11. Consultations: Provide upon request and without additional compensation, such amplifications and explanations and attend such conferences as may, in the opinion of the Director or the Assistant Director of Facilities Design and Planning, be necessary to clarify the intent of the Consultant's documents. Afford the benefit of Consultant's advice on questions that may arise in connection with design and constructability of the project.
12. Errors, emissions and deficiencies: Without additional fee, correct or revise the Consultant's documents if the Director or Assistant Director of Facilities finds that revision is necessary to correct errors, omissions, or deficiencies in the Consultant's work and for which the Consultant is responsible.

End of Exhibit 3-Statement of Design Consulting Services..

Exhibit 4 – DELIVERABLES

Selected Consultant is to provide the following.

A. Pre-Award:

1. Proposal.
2. EBE documentation. Instructions and application will be provided by the District to the Consultant.

B. Pre-Design:

1. Signed agreement: Three signed originals if delivered in paper, or one electronically-signed.
2. Certificates of Insurance – See Exhibit 1 to the Agreement.
3. Public Works Employment Verification Form for the consultant and each sub-consultant – See Exhibit 2 to the Agreement.
4. Clearances for Consultant and sub-consultants – see “Clearances” paragraph in the Agreement. Background clearance procedures information will be provided by the District to the Consultant.

C. Invoicing:

1. Submit invoices on the District’s form. Sample will be provided by the District to selected Consultant.
2. Invoice not more than once monthly, except submit invoice for final payment upon completion of all scope and not more than 30 days past contract end date.

D. Base Services - Design Phase:

1. Prepare and submit a Directory of key staff, including sub-consultants.
2. Prepare and submit a Design schedule identifying critical path and key submission dates. Include Schedule in Project Narrative.
3. Prepare, submit, and distribute Minutes of data gathering, design, and review meetings. Include Minutes in Project Narrative.

E. Submission documents:

1. Provide two paper copies and pdf of narrative documents and two half-size prints and pdf of drawings:
 - a. Data Gathering and existing conditions Field Documentation submission:
 - i. Project Narrative, all disciplines;
 - ii. Existing conditions Floor Plans, all disciplines;
 - iii. Existing Food Service Equipment Floor Plans.
 - b. Schematic Design submission and revised Schematic Design submission (to 15% of design complete)
 - i. Project Narrative, updated;
 - ii. Drawings: Floor Plans and Equipment Plans, architectural and food service equipment;
 - iii. Construction and Food Service Equipment Cost Estimates;
2. Provide two paper copies and pdf of narrative documents, two half-size prints and pdf of drawings, and AutoCAD files (bound xrefs) of drawings:
 - a. Preliminary Design submission (to 35% of design complete)
 - i. Project Narrative, updated;

- ii. Drawings: Floor Plans and Equipment Plans, all disciplines;
- iii. Material and Finishes Schedule;
- iv. Construction and Food Service Equipment Cost Estimates, updated;
- v. Phasing Plan.

End of Exhibit 4-Deliverables.

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ADDENDUM NO. 1**20 May 2025****to the****Request for Qualifications and Proposal (RFQ/P)
Central Kitchen Renovation and Re-equipping****TO All Proposers (“A/E”s):**

The following items revise or clarify the RFQ/P issued 25Apr2025 and respond to RFIs verbally presented at pre-proposal walk through at 10:00 a.m. on 20May2025.

A1.1 – Mandatory pre-proposal walk through: Discrepancy in the RFQ/P was clarified in document issued on 05May2025 and subsequently to those who identified as receiving the RFQ/P and those who requested clarification. See attached revised RFQ/P cover page.

A1.2 – Mandatory pre-proposal walk through, p.m.: Due to discrepancy in time of walk-through indicated in RFQ/P documents, those who arrived at 1pm on 20May2025 were also walked through the site by Director Stephen Connell.

A1.3 – Sign in sheets: Attached, both 10am sign-in and 1pm sign-in.

A1.4

Question: Who is being trained in the Training Room?

Response: Kitchen and Serving staff, as well as IT staff. This room will be shared by the two groups.

A1.5 – Follow-up clarifications, RE IT shared use of “Training Room”: Anticipating room will be set up as “mock classroom,” to be used by both Food Service and IT groups. Room to have IT, AV, and security features typical to a classroom with flexible seating arrangements (moveable tables and chairs instead of desks). Additional design specifics and criteria to be captured by A/E during Data Gathering phase of scope.

A1.6

Question: Are the two packing machines to be replaced?

Response: Yes. However, the larger machine (which is at end of life) will likely be replaced prior to this project. Status update will follow when known, likely during design phases of this project.

A1.7

Question: Does the District have sustainability goals?

Response: The District strives for sustainable design. A/E to propose achievable and reasonable sustainability features during Schematic and Preliminary design phases.

A1.8

Question: How many Food Service staff are there?

Response: 20 people in food preparation areas and 7 people in warehouse areas.

A1.9

Question: What are hours of operation?

Response: District's goal is to run two (overlapping) shifts for hours of operation 6:00 a.m.-6:00 p.m. weekdays.

A1.10

Question: What is the steam in the building?

Response: Currently high-pressure steam entrance with step-down to low-pressure steam for some equipment. Goal is to have high-pressure steam throughout. Kettles are currently high-pressure steam.

A1.11

Question: Is cooktop required in food preparation area?

Response: Four-burner (gas) cooktop is desired.

A1.12

Question: Will existing hood size, configuration, and location accommodate new equipment?

Response: A/E to determine this during design. Hood(s) size, configuration, and location are to be determined based on (final) equipment layout and applicable criteria.

A1.13

Question: How close to capacity is electrical service?

Response: Specifics are unknown. A/E to determine load and service requirements during design phases. Noted however, that building has two electrical service entries.

A1.14

Question: Where is the vertical farm to be located?

Response: Preferably in/near the food preparation area, but can be split into multiple locations. Basis of Design is in RFQ/P.

A1.15

Question: Is lighting to be replaced?

Response: Yes. Both lighting and ceilings are to be replaced in areas being renovated.

A1.16

Question: Should design include staff amenities?

Response: Yes, including (but not necessarily limited to): Mother's Room, Break area, and stress relief activity area.

A1.17

Question: Where is the basketball hoop to be located?

Response: Intent was to include it in what's currently the Small Dry Storage area, as a stress relief activity. However, it appears there is insufficient space for it here. Desire is that be accommodated somewhere in the building, or outside the building if parking spaces can be sacrificed. Note: Director of Operations must advise whether or not parking can be sacrificed.

A1.18

Question: Is there any work to be done outside the building?

Response: Only that which is necessary to accommodate work inside the building (possibly, site utilities).

A1.19

Question: Is the dumbwaiter (in the dock area) to remain?

Response: No; it's to be removed as part of the renovation. Additionally, other items and systems not used in the final renovation are to be removed (rather than abandoned in place).

A1.20

Question: Are there specific in and out doors at the dock/loading areas?

Response: No; all seven (7) doors are used for both incoming and outgoing.

A1.21

Question: Is there an electrical single-line diagram available?

Response: No.

A1.22

Question: Are there medical facilities (nurse, first aid, etc.) available in the building?

Response: Currently none (except minimal first aid stations). A/E to determine if and what is required by codes and standards and include compliance in design.

A1.23

Question: Is facility used during summer months?

Response: Yes; it's a year-round facility. Furthermore, goal is to have heavier summer usage for more contract (outside the District clients) food service. Central Kitchen is to be perceived and designed as a "food production facility," not as a "school kitchen."

A1.24

Question: Is it possible to block off areas of the facility for renovations?

Response: Phasing plan is part of A/E's scope. A/E to propose a phasing plan to accommodate necessary operations concurrent with renovations. Parts of the facility will necessarily have to be closed off for construction operations, but operations cannot cease.

A1.25 Racked refrigeration clarification: Current (in progress) HVAC system renovation design includes racked refrigeration system along entire short wall of, and projecting at least 10 feet into, existing "Small Dry Storage Room," which is anticipated to be Training Kitchen, Training Room, and Staff amenities area in renovation. Footprint of racked refrigeration area will not be available for Training Kitchen, Training Room, and Staff amenities uses.

A1.26 – Deadline for RFIs and responses: District requested A/Es advise of any concerns regarding scheduled RFI deadline of 5pm Fri, 23May2025 and response deadline of 2pm Tue 20May2025. No concerns from A/Es in attendance. Therefore, deadlines stand as published in RFQ/P.

Attachments:

1. RFQ/P Cover page
2. Sign in sheet, 4 pages.

End of Addendum No. 1.