

# **Kings Community Action Organization (KCAO)**

Request for Proposal for Modular Building Services

For the Classroom Expansion of the KCAO Early Head Start – Child Care Partnership Program

August 25, 2017

**REVISED**

Replaces Document Originally Issued July 10, 2017

Inquiries and proposals should be directed to:

Angelina Soper, Facilities Director

Address: 1130 N. 11<sup>th</sup> Avenue, Hanford, CA 93230

Phone: 559-741-6090

Email: [ASoper@kcao.org](mailto:ASoper@kcao.org)

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## KCAO Information

### A. Background

KCAO is a private, non-profit 501(c)3 organization that has been serving the communities of Kings County since 1965. The organization is governed by a fifteen member Board of Directors and the daily operations are overseen by the Executive Director. KCAO serves approximately 12,000 individuals a year and operates 20 service locations. Programs of KCAO include Head Start, Child Development, Food Assistance, Weatherization, Barbara Saville Women's Shelter, Nutrition Education, and Child Care Assistance. More information about KCAO services can be found at [www.kcao.org](http://www.kcao.org).

### B. Who May Respond

Modular Vendors that are licensed to do business in the State of California and are not listed on the federal debarment list.

### C. Instructions on Proposal Submission

- a. Closing Submission Date: Proposals must be received no later than 5:00pm on September 22<sup>nd</sup>, 2017
- b. Inquiries: Inquiries concerning this RFP should be directed to Angelina Soper at [asoper@kcao.org](mailto:asoper@kcao.org) or (559) 741-6090.
- c. Conditions of Proposal: All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by KCAO.
- d. Instructions to Prospective Contractors:

Your proposal should be sent electronically

Name: Angelina Soper  
Title: Facilities Director  
Entity: Kings Community Action Organization (KCAO)  
Email: ASoper@kcao.org

Request for Proposal – Modular Building Services  
5:00 pm September 22<sup>nd</sup>, 2017  
Electronic proposal

- e. Electronic Submissions: Proposals should be submitted electronically to the following email address: [asoper@kcao.org](mailto:asoper@kcao.org), by the closing submission date noted above.

It is the responsibility of the Offeror to ensure that the proposal is received by KCAO by the date and time specified above.

Late proposals will be considered nonresponsive.

- f. Right to Reject: KCAO reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.
- g. Small and/or Minority-Owned Businesses: Effort will be made by KCAO to utilize small businesses and minority-owned businesses. An Offeror qualifies as a small business firm if it meets the definition of “small business” as established by the Small Business Administration (13 CFR 121.201).
- h. Notification of Award:
  - i. It is expected that a decision selecting the successful modular vendor will be made within three (3) weeks of the closing date for the receipts of proposals.
  - ii. Upon conclusion of final negotiations with the successful modular vendor, all Offerors will be informed in writing.

## **Project and Schedule**

### **A. Project Description**

The project consists of the manufacture, delivery, and installation of two (2) modular day care buildings, with associated ramps and landings, per the attached Drawings and Specifications. These modular buildings shall be semi-permanent type, and shall be installed using the manufacturer’s standard jack/pier system atop a concrete slab-on-grade. The supporting slab and related site improvements shall be the work of a separate Contractor. This project is funded through a Federal grant, but does not require review or approval by California Division of State Architect. California Department of Housing and Urban Development review and approval is required, as well as local approval by the City of Hanford.

### **B. Schedule**

The following schedule is proposed to begin after selected modular vendor is issued a written Notice to Proceed:

Prepare Modular Design Documents	6 Calendar Weeks
Obtain Required Approvals	6 Calendar Weeks
Manufacture Buildings	14 Calendar Weeks
Delivery & Installation	2 Calendar Weeks

## **Technical Qualifications**

The Offeror’s proposal, shall, as a minimum, include the following:

### **A. Company Information**

1. Name of vendor
2. Address of vendor
3. Telephone and Fax Numbers

- 4. Brief History of vendor
- 5. Indication of small/minority owned certification

**B. Project Experience**

**C. Fee Proposal**

- a. **The Offeror is responsible for identifying applicable Prevailing Wage Rates and complying with all requirements thereof.**
- b. **The Fee Proposal shall be a lump sum amount based on the attached Drawings and Specifications and shall not be conditioned by excluding Work required to provide and install fully complete and operational modular classrooms.**

**D. Licensure**

**E. Certifications**

- a. **Complete and attach the following sheet entitled “Certifications”**

**F. Insurance**

- a. **Complete and attach the following sheet entitled “Insurance”**

**Proposal Evaluation**

**A. Submission of Proposals**

Proposals are to be emailed to Angelina Soper at [asoper@kcao.org](mailto:asoper@kcao.org)

**B. Nonresponsive Proposals**

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- 1. The proposal is not received timely in accordance with the terms of this RFP.
- 2. The proposal does not follow the specified format.

**C. Proposal Evaluation**

Evaluation of each proposal will be scored using the following criteria:

Prior experience.	0-20 Points
Fee Proposal	0-60 Points
Project Approach	0-25 Points
Minority/Small Business	0-10 Points
Total	0-115 Points

#### **D. Review Process**

KCAO may, at its discretion, request presentations by, or meetings with, any or all Offerors to clarify or negotiate modifications to the Offeror's proposal.

KCAO reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Offeror can propose.

KCAO contemplates award of the contract to the responsible Offeror with the highest total points.

## Certifications

On behalf of the Offeror:

1. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
2. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
3. The individual signing certifies that the prices in this proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition.
4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
5. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.
6. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.
7. The individual signing certifies that the Offeror, and any individuals to be assigned to the construction project, does not have a record of substandard modular work and has not been debarred or suspended from doing work with any federal, state or local government. (If the Offeror or any individual to be assigned to the construction project has been found in violation of any state or professional standards, this information must be disclosed.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Offeror's Firm Name)

\_\_\_\_\_  
(Signature of Offeror's Representative)

\_\_\_\_\_  
(Printed Name and Title of Individual Signing)

## Insurance

Contractor, at its sole cost and expense, for the full term of this agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements that are described in paragraph 4.06. Such insurance coverage shall be primary coverage as respects Agency and any insurance or self-insurance maintained by Agency shall be excess of Contractor's insurance coverage and shall not contribute to it.

If Contractor utilizes one or more subcontractors in the performance of this agreement, Contractor shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of Contractor in this agreement, unless Contractor and Agency both initial here:

\_\_\_\_\_ / \_\_\_\_\_

(a). Types of Insurance and Minimum Limits

i. Workers' Compensation in the minimum statutorily required coverage amount. This insurance coverage shall not be required if Contractor has no employees and certifies to this fact by initialing here:

\_\_\_\_\_ / \_\_\_\_\_

ii. Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this agreement, including owner, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by Contractor is not a material part of performance of this agreement and Contractor and Agency both certify to this fact by initialing here:

\_\_\_\_\_ / \_\_\_\_\_

iii. Comprehensive Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, (e) cross-liability, and completed operations.

iv. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if the Contractor does not provide a professional service or regularly gives advice and Contractor and Agency both certify to this fact by initialing here:

\_\_\_\_\_ / \_\_\_\_\_



(b). Other Insurance provisions

i. If any insurance coverage required in this agreement is provided on a "Claims Made" rather than "Occurrence" form, Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

ii. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause;

"Agency, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under agreement with Agency."