



REQUEST FOR PROPOSAL (RFP)

FOR

Commercial Kitchen & Distribution Center

Released: July 2, 2018
Proposals Due Date: August 3, 2018 5:00 p.m.

Community Action Partnership of Lancaster and Saunders Counties (Community Action) is requesting your participation in a competitive bidding process to **Design-Build a Commercial Kitchen and Associated Office Space**. Qualified Design-Build Contractors interested in providing such services (“Respondents”) must demonstrate the ability to perform the work described in the Project Description set forth in this Request for Proposal (RFP) and have significant, prior experience successfully performing comparable work.

This project is a portion of a larger community-wide effort to increase the access to healthy foods in Lincoln and particularly for the most vulnerable children and families.

This Request is not an offer or commitment to purchase any goods or services or to award or enter into a contract.

SELECTION SCHEDULE	
<i>RFP Release Date</i>	<i>Monday, July 2, 2018</i>
<i>Proposal Due</i>	<i>Friday, August 3, 2018</i>
<i>Award of Contract</i>	<i>Monday, August 27, 2018</i>
<i>Project Completion Date</i>	<i>Monday, April 1, 2019</i>

About Community Action

Community Action Partnership of Lancaster and Saunders Counties is a private, nonprofit corporation which serves Lancaster and Saunders counties in Nebraska and has been determined to be exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. It is governed by a 15 member volunteer Board of Directors. Administrative offices and all records are located at 210 O Street; Lincoln, NE. The agency’s mission to empower people living in poverty to reach economic stability is achieved through the provision of 17 poverty-fighting programs in the impact areas of early childhood education, homeless prevention, financial and family well-being, and hunger relief. Established under the name “Lincoln Action Program” in 1965, Community Action programs include:

Early Head Start and Head Start | Healthy Food Access Program | Foster Grandparents Program | Affordable Housing | Displaced Tenant Assistance | Emergency Services | Representative Payee | Supportive Housing | Tenant Support Services | Financial Education | Health LNK | Individual Development Accounts | Lincoln Community Response | Opportunity Passport™ | Tax Preparation | Weatherization | The Gathering Place | Community Action is the sole owner of LanguageLinc, LLC

The Healthy Food Access Program will prepare and serve hot, healthy meals and snacks (including fresh fruits and vegetables and minimal to no processed ingredients) to 255 low-income children enrolled in Community Action’s center-based Head Start programs. Approximately 300 healthy meals – including breakfasts, lunches, and snacks – will be served per day for 224 days per year. A total of 67,200 meals will be prepared and served to Head Start children per year. In addition, hot, healthy meals (including fresh fruits and vegetables and minimal to no processed ingredients) will be prepared and distributed to an average of 1,000 low-income children per day who are participating in the Summer Food Service Program (SFSP) from May through August, resulting in the provision of 100,000 meals served via SFSP. The programs will be funded

primarily by the United States Department of Agriculture Child and Adult Care Food Program and Head Start.

Positive efforts shall be made by Community Action Partnership of Lancaster and Saunders Counties to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible.

For further information, please refer to the Community Action website: www.communityactionatwork.org.

A. PROJECT OBJECTIVE AND SUMMARY

Community Action Partnership of Lancaster and Saunders Counties has issued a Request for Proposal to evaluate and select a Commercial Kitchen Design-Build Contractor to provide preconstruction, construction and equipment installation services for the design and build-out of an existing **4,794 square foot** space located at **210 O Street, Lincoln, NE 68508**.

The facility after renovation will be home to Healthy Food Access Kitchen and Distribution Center. This space will also be utilized by the private leaser to fulfill privately contracted food distribution for up to 5,000 children in centers and daycares throughout the area. In addition, the facility will be a hub for processing and distribution by local farmers/producers. Key considerations in the project will be the construction of a commercial grade kitchen, distribution center, and associated office space; complying with all Federal, State, County and City regulations.

It is anticipated that the start date of this project which encompasses design/permit approvals, construction, construction management and equipment installation will be August 27, 2018 with delivery date of "Occupancy Permit" not later than April 1, 2019.

B. PROJECT DESCRIPTION

Community Action desires to engage the services of a Design-Build Contractor to build a commercial kitchen (including associated office space) and install kitchen equipment at **210 O Street, Lincoln, Nebraska**.

1. Community Action will be receiving Proposals from companies interested in providing Design-Build Contractor services for the attached conceptual floor plans (Exhibits A-1 thru A-4).
2. The selected Design-Build Contractor will be responsible for all architectural planning and design, cost estimating schedule, value engineering, constructability review during the design and construction document phases, preparation of all construction documents with required architect and engineer seals, and the bonding, construction and warranty of the entire project.

To request more information or to tour the facility, contact:

Amy Jeanneret
Weatherization and Facilities Administrator
ajeanneret@communityactionatwork.org
(402) 875-9322

C. REQUESTED SUBMISSION

Submissions must follow the format outlined below and be signed by an officer or principal with the authority to contractually bind the firm.

1. Proposal Cover Page
2. Table of Contents
3. General Firm Information
 - a. Firm name, address, phone (including contractor and design professional)
 - b. Type of organization and contact person
 - c. Address from which the project will be managed
 - d. Brief history/profile of the firm(s) (contractor and subcontractor if applicable)
4. Proposal
 - a. Proposed scope of work
 - b. Schedule including tentative completion points
 - c. Warranty information
5. Experience
 - a. Overall design-build experience
 - b. Previous experience constructing, rehabilitating or remodeling commercial kitchens of similar size and scope to Exhibits A-1 thru A-4.
 - c. At least two (2) commercial kitchen projects for which respondent has served as the general contractor in the Lincoln/Omaha area. Include project name, owner, date of completion and any other pertinent information.
6. Technical Competence
 - a. Provide a construction and project management team or organizational chart showing key members of the design-build team and areas of expertise.
 - b. Indicate the qualifications of the Respondent's construction and design staff to be assigned to the project. Provide resumes of key team members.
7. References

List three (3) references with two relating to projects in the Lincoln/Omaha area for which similar services have been provided. Include project name, owner, address, and date of completion. Up to three (3) letters of reference may also be included.
8. Supplemental Material

Provide other pertinent information and/or firm brochure material or website that may be of assistance in evaluating the qualifications of the Design-Build Contractor.

9. Submit the information requested in this Request for Proposal including experience and references either by mail or electronically to:

Community Action Partnership of Lancaster and Saunders Counties
Attn: Amy Jeanneret
210 O Street
Lincoln, NE 68508
ajeanneret@communityactionatwork.org

10. **Submittal Deadline.** Submittals must be received by **5:00 PM (CST)**, Friday, August 3, 2018.

Proposals received after the submittal deadline will be rejected.

D. SELECTION PROCESS

This Request is seeking to identify the Respondent(s) most qualified to provide the Services.

Community Action, in its sole discretion, will determine the most qualified Respondent(s) to provide the Services, based on the information in the response submittals. The Respondent(s) may be asked to interview with Community Action representatives, make an oral presentation and/or respond to questions regarding the submittal response. Community Action may elect to negotiate pricing with one or more of the most qualified Respondents. Community Action, in its sole discretion, will make its final selection of the Respondent(s) whose experience, expertise, reputation, capabilities and past performance is determined to be best suited for the performance of the Services. Community Action's decision is final and is not subject to any form of administrative review, appeal or protest. Community Action contemplates award of the contract to the responsible Offeror with the highest total points.

Notification of Award. It is expected that a decision selecting the successful firm will be made by August 27, 2018.

Evaluation

Evaluation of each proposal will be based on the following criteria:

Factors	
1. Prior Experience	
a. Experience with commercial kitchen design builds	20

b. Experience with Federal funding and Davis Bacon compliance	10
2. Organization, size, and structure of Offeror's firm. (Considering size in relation to project.)	
a. Adequate size of the firm	5
b. Minority/small business	5
3. Qualifications of staff to be assigned to the project	
a. Team makeup	5
b. Prior experience of the individual team members	5
4. Offeror's understanding of work to be performed.	
a. Scope of work	20
b. Realistic time estimates of each step of completion	10
5. Cost	20
MAXIMUM POINTS:	100

E. COMPLIANCE WITH STATE AND FEDERAL LAWS

1. Certification with Regard to Lobbying: No Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant or loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. **Equal Employment Opportunity:** The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60, the affirmative action clause for handicapped workers, set forth in 41 CFR 60, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in the contract. By accepting the contract, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60.
3. **Copeland "Anti-Kickback" Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipients of Federally appropriated funds shall comply with 18 U.S.C. 874, the Copeland "Anti-Kick Back" Act, as supplemented in Department of Labor regulations 29 CFR 3. This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
4. **Davis-Bacon Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipients of federally appropriated funds shall comply with 40 U.S.C. 276a to a-7, the Davis-Bacon Act, as amended and as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.
5. **Drug Free Work Place:** The Contractor is considered a representative of the Agency while carrying out the duties of the contract. The Agency has a policy that prohibits the possession and/or use of alcohol or illegal drugs when conducting Agency business. If the Contractor is observed engaging in this type of behavior while performing any aspect of the contract, termination of the contract will occur.
6. **Debarment and Suspension:** The contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
7. **LB 403-Work Eligibility Status:** The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- a. The Contractor must complete the United States Citizenship Attestation Form.
- b. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide to the Agency the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

F. INDEMNIFICATION, INSURANCE, BONDS AND LIEN RELEASES

1. Insurance

Insurance Requirements: The Contractor shall carry the following insurance, subject to stated minimum acceptable limits:

- a. Workers' Compensation Insurance: The Contractor shall purchase and maintain during the term of the Contract Workers' Compensation Insurance fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the state of Nebraska. This shall be the sole responsibility of the Contractor.
- b. Social Security Insurance and Federal Withholding Payments: The Contractor shall be solely responsible for these and any like obligations as required by law.
- c. General Liability Insurance: The Contractor shall purchase and maintain during the term of the Contract General Liability Insurance naming and protecting them and the Agency against claims for damages resulting from 1) Bodily injury, including wrongful death, 2) personal injury liability and 3) property damage which may arise from operations under the Contract whether such operations be by the Contractor or any one directly or indirectly employed by them. The minimum acceptable limits of liability provided by such insurance shall be as follows:

- | | | |
|------|---------------------------------|-----------------------------------|
| i. | Bodily Injury/Property Damage | \$1,000,000 Each Occurrence |
| | | \$1,000,000 Aggregate |
| ii. | Personal Injury Damage | \$1,000,000 Each Occurrence |
| iii. | Automotive Liability: | |
| | Bodily Injury & Property Damage | \$1,000,000 Combined Single Limit |

The Contractor shall not commence work under the Contract until it has obtained all insurance required under this section and has provided the Agency with a Certificate of Insurance showing the specific limits of insurance and naming the Agency as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Agency thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

2. **Bonds**

- a. *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a **bid bond**, certified check, or other negotiable instrument accompanying a Proposal/Quote as assurance that the bidder shall, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A **performance bond** on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c. A **payment bond** on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”

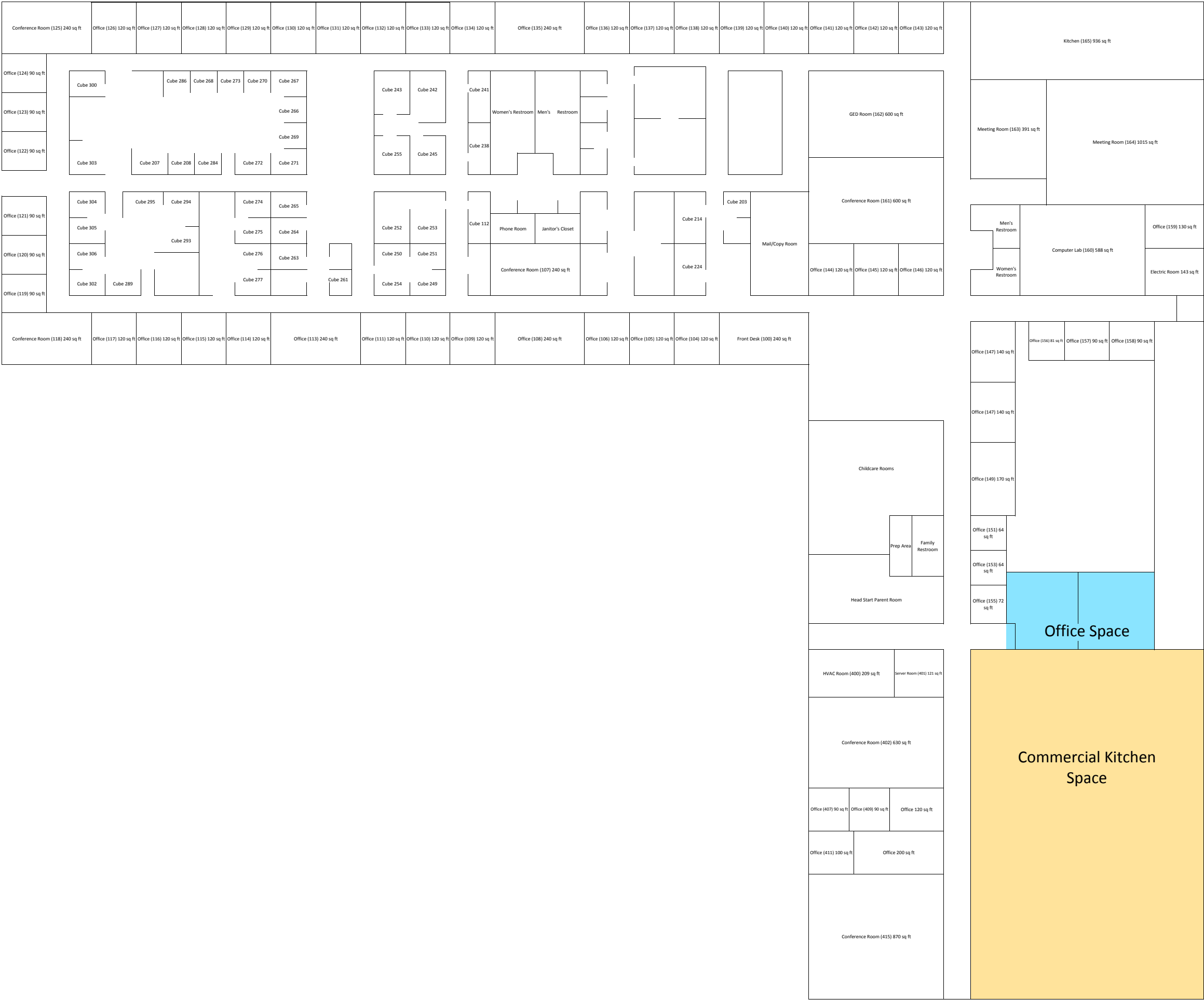
All negotiated contracts awarded by Community Action shall include a provision to the effect that the recipient, the awarding agency, the U.S. Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions. All contracts, including small purchases, awarded by Community Action and its contractors shall contain the procurement provisions of Appendix II to 2 CFR Part 200, as applicable.

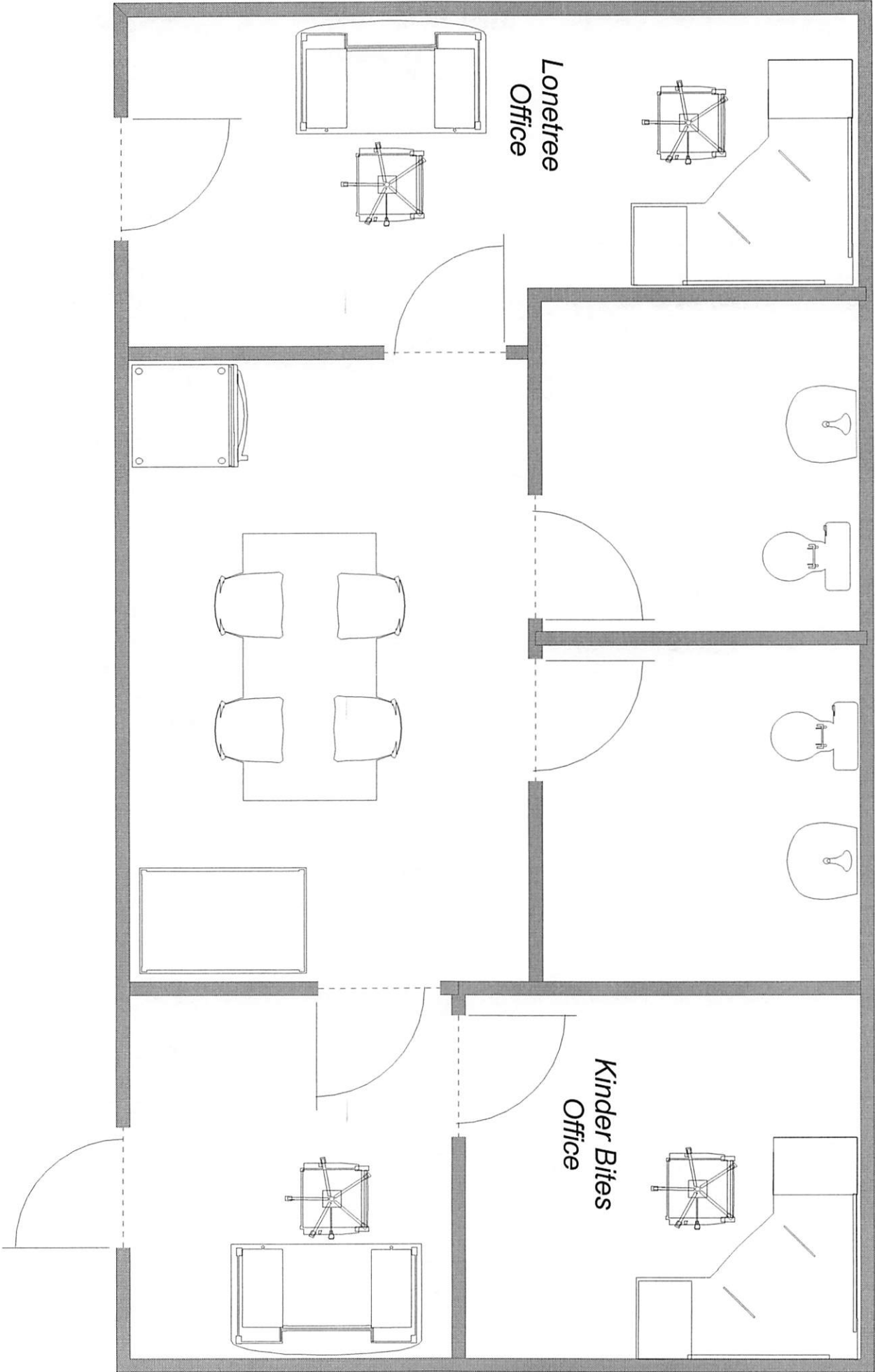
G. CONTRACTING PROCESS

Neither this Request nor the selection of a Respondent will create a binding commitment on Community Action. Upon completion of the selection process, Community Action will award a contract to the party(ies) whom it elects to provide the Services in this Request. **Disclaimers:** Community Action anticipates a single contractor will be selected as a result of this Request; however, Community Action reserves the right, in its sole discretion, to award contracts to multiple contractors, to perform apportionments of the Services. Community Action further reserves the right, in its sole discretion, to reject any or all response submittals, waive any informalities in this process or the submittal requirements; and/or cancel, in whole or in part, this Request

H. Exhibits

- | | |
|-----|--|
| A-1 | Summary Building Floor Plan – Project area highlighted |
| A-2 | Conceptual Office Space Plan |
| A-3 | Conceptual Kitchen Plan |
| A-4 | Equipment Listing |

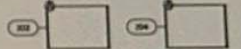




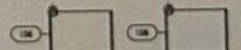
Office
Space

Existing
loading
dock

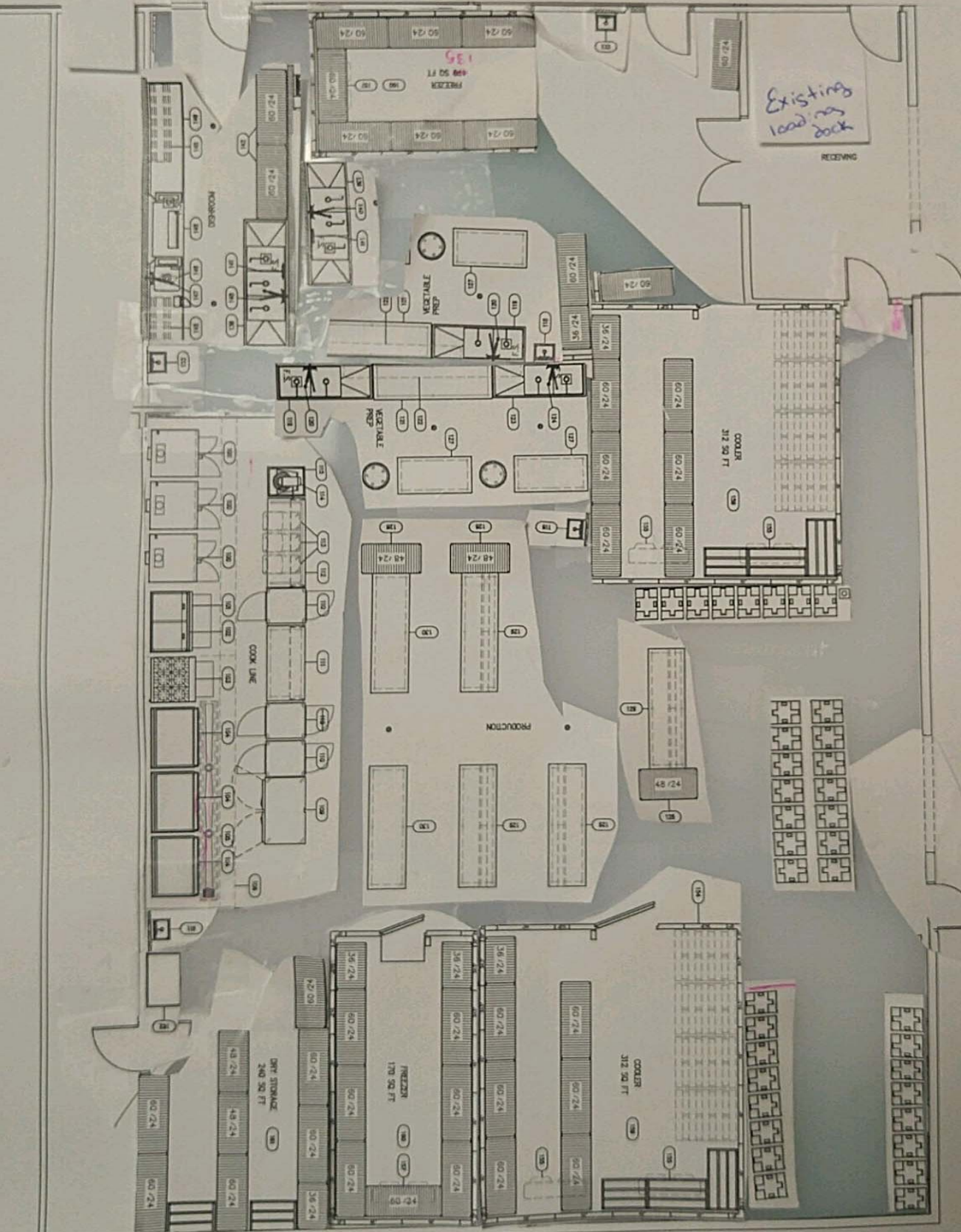
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New loading
dock



	# of Units
100 Convection Oven	3
101 Gas Countertop Griddle	1
102 Equipment Stand for Countertop Cooking	1
103 6 Burner Range	1
104 Tilting Skillet Braising Pan	3
106 Hood	1
109 Reach-in Refrigerator	1
110 Pass-thru Mobile Heated Cabinet	3
111 Work Table 60" w/ overshelf	4
112 Work Table 72" w/ overshelf	1
113 Ingredient Bin	3
114 Planetary Mixer	1
115 Equipment Stand for mixer	1
118, 133, 135, 138 Hand Sink	4
119, 123, LT119 2 Compartment Sink	3
20, 124, 140, LT120 Pre-Rinse Faucet	4
121 Work Table 96" w/ drawers	1
122 Wall-mounted Shelving	2
127 Work Table 60"	5
LT 127 Work Table 60"	1
128 Shelving, Pan Storage	1
LT128 Shelving, Pan Storage	1
129 Work Table 96" - with pot rack	4
130 Work Table 96" - with pot rack	2
134 Shelving Unit	1
139 & LT 139 3 Compartment Sink	2
141 Wall Mount Faucet	1
142 Drying Rack	1
143 Bussing Cart	2
144 Soiled Dishtable	1
145 Dishtable Sorting Shelf	2
146 Pre-Rinse Faucet	1
147 Disposer	1
148 Dishwasher	1
149 Clean Dishtable	1
152 Insulated Food Box	36
153 Bun/sheet pan rack	3
154 Walk-in Cooler/freezer	1
LT154 Walk-in Cooler/freezer	1
159 Shelving for Walk-in Cooler	1
LT159 Shelving for Walk-in Cooler	1
160 Shelving for Walk-in Freezer	1
LT160 Shelving for Walk-in Freezer	1
161 Shelving for Dry Storage	1
162 Can Rack	1
LT1 Multi-crop processing equip	1
LT3 Commercial Scale	1
LT4 Vacuum sealer	1
LT5 Band sealer	1
LT6 Dehydrator	1
LT7 Freeze Dryer	1