

Chairperson  
Vic Baker



President and CEO  
Rudolph A. Johnson, III

## The Neighborhood House Association

### REQUEST FOR QUALIFICATION (RFQ #2014-001)

for

#### ***Design-Build Commercial Kitchen and Associated Office Space***

**Issue Date:** Friday, December 19, 2014

**Response Due:** Friday, January 9, 2015

Questions: Jerome Gissendanner, Purchasing Agent

Email: [jerome@neighborhoodhouse.org](mailto:jerome@neighborhoodhouse.org)

Phone: (858) 715-2642, ext. 183

### Request

The Neighborhood House Association (“NHA”) requests your participation in a competitive bidding process for the selection of a contractor 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 Qualifications (the “Request”, or “RFQ”) and have significant, prior experience successfully performing comparable work.

***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>RFQ Release Date</i>                       | <i>Friday, December 19, 2014</i> |
| <i>Qualifications Due</i>                     | <i>Friday, January 9, 2015</i>   |
| <i>Interview Date</i>                         | <i>Friday, January 16, 2015</i>  |
| <i>Determination of Qualified Respondents</i> | <i>Monday February 2, 2015</i>   |
|   |                                  |

## About Neighborhood House Association

Neighborhood House Association (NHA) is a California nonprofit, public benefit corporation and recognized as a 501(c)(3) tax-exempt organization with its administrative offices located at 5660 Copley Drive, San Diego, CA 92111. NHA operates a multi-purpose human service agency that facilitates leadership in communities and assists individuals and families. NHA operates fifty-five (55) locations throughout San Diego County, delivering services that are designed to improve the quality of life through programs related to child development, feeding seniors and assisting them to live on their own, mental health services, housing and rental assistance, and related social services. Established in 1914 as a Settlement House to serve the growing immigrant population and incorporated in 1923, NHA programs currently include:

|                                      |  |
|--------------------------------------|--|
| • Adult Day Health Care              | • HIV/AIDS Services  |
| • Nutrition Services/Central Kitchen | • Housing Counseling   |
| • Emergency Services                 | • Project Enable and Friendship Clubhouse (Mental Health Services) |
| • Head Start/Early Head Start        | • Senior Service Center  |

Neighborhood House Association produces and delivers meals including breakfasts, lunches, and snacks to 40 Head Start, preschool K-8<sup>th</sup> grade schools, and senior nutrition locations daily and is funded primarily by the United States Department of Agriculture Child and Adult Care Food Program, Head Start, and several food service vendor agreements with outside agencies.

NHA has adopted a corporate policy reaffirming its commitment to equal opportunity contracting. Small, local, disadvantaged, women-owned, and ethnic minority-owned businesses are encouraged to submit responses to this Request. A Respondent 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).

For further information, please refer to the NHA website: [www.neighborhoodhouse.org](http://www.neighborhoodhouse.org).

## **A. PROJECT OBJECTIVE AND SUMMARY**

The Neighborhood House Association (NHA) has issued a Request for Qualifications (RFQ) to evaluate and select a Commercial Kitchen Design-Build Contractor to provide preconstruction, construction and equipment relocation services for the design and build-out of an existing **10,525 square foot** leased structure located at **7818 Wilkerson Ct., San Diego, CA 92111**. The facility after renovation will be home to NHA's Central Kitchen presently located at **1929 Hancock Street, San Diego, CA 92110**. Key considerations in the project will be the construction of a commercial grade kitchen and associated office space; minimum down time for the Central Kitchen operation during the time of the transition; complying with State and County of San Diego Department of Environmental Health and City requirements for food processing.

It is anticipated that the start date of this project which encompasses design/permit approvals, construction, construction management and equipment relocation and connection will be February 15, 2015 with delivery date of the relocated Central Kitchen with "Occupancy Permit" not later than June 15, 2015.

## **B. PROJECT DESCRIPTION**

NHA desires to engage the services of a Design-Build Contractor to build a commercial kitchen, (including associated office space) and remove, relocate and reinstall kitchen equipment from 1929 Hancock Street, San Diego, CA 92110 to 7818 Wilkerson Ct., San Diego, CA 92111.

1. NHA will be receiving Qualification Statements for companies interested in providing Design-Build Contractor services for the attached conceptual floor plan and scope of work (Exhibits A-1 thru A-5).
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.

## **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. A separate transmittal letter, front and back covers
2. Proposal Cover Page
3. Be contained in a document not to exceed fifteen (15) single sided pages including whatever pictures, charts, graphs, tables, and text the respondent deems appropriate to be part of the

review of the firm's qualifications. Blank section/numerical dividers will not be counted in the page limit.

4. Page size is limited to 8-1/2 X 11 inches with basic text information no smaller than 12-point.
5. Submit three (3) copies of the information requested in this Request for Qualification in the sequence and format provided, including experience and references.
6. Table of Contents
7. 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 firms (contractor and subcontractor if applicable)
8. 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-5.
  - c. List experience with the County of San Diego's Food Facility Plan, Inspection Review and Permitting Process.
  - d. At least two (2) Commercial Kitchen projects for which respondent has served as the General Contractor in the San Diego area. Include project name, owner, date of completion and any other pertinent information.
9. 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 Respondents construction and design staff to be assigned to the project. Provide resumes of key team members.
10. References

List three (3) references two of which must be for projects in the San Diego Area for which similar services have been provided. Include project name, owner, address, date of completion. Up to three (3) letters of reference may also be included.
11. 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.
12. ***The Respondent's Qualification's must be submitted to the address provided below.***

***Neighborhood House Association  
Attn: Jerome Gissendanner, Purchasing  
Procurement Division – RFQ# 2014-001  
5660 Copley Drive  
San Diego, CA 92111***

13. **Submittal Deadline.** Submittals must be received by **5:00 PM (PST)**, Friday, January 9, 2015.

**Qualifications 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. NHA, 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 NHA representatives, make an oral presentation and/or respond to questions regarding the submittal response. NHA may elect to negotiate pricing with one or more of the most qualified Respondents. NHA, 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. NHA's decision is final and is not subject to any form of administrative review, appeal or protest.

Determination of Qualified Respondents. It is expected that a decision of those Respondent(s) deemed qualified will be made by February 2, 2015.

## **E. COMPLIANCE WITH STATE AND FEDERAL LAWS**

### **1. Copeland Anti-kickback Act**

Contractor, and any subcontractor hired by Contractor to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").

### **2. Davis-Bacon Act**

Contractor, and any subcontractor hired by Contractor to perform on its behalf hereunder, shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) and as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), which includes the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

### **3. Hatch Act**

Contractor, and any subcontractor hired by Contractor to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 -1508, and 7324 - 7328), which limits the political activity of the employee.

#### **4. Debarment Status**

Contractor assures and certifies to NHA that it and any subcontractor hired by Contractor to perform on its behalf hereunder, are not currently suspended, debarred, or otherwise prohibited (i) by the federal government from bidding on, accepting or being awarded federally funded contracts, either as a contractor or subcontractor; or (ii) by the state of California from bidding on, accepting or being awarded public works contracts, either as a contractor or subcontractor. Contractor agrees to inform NHA within forty-eight (48) hours of any change in its debarment status.

#### **5. Federal Nondiscrimination Statement**

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or by fax (202) 690-7442 or by email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

### **F. INDEMNIFICATION, INSURANCE, BONDS AND LIEN RELEASES**

#### **1. Insurance**

Contractor shall, at its sole cost and expense, procure and maintain, throughout the term of this Contract, the insurance set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California, subject to Corporation's approval. Prior to commencing performance of this Contract, Contractor shall provide Corporation original insurance certificates evidencing the following, required, coverage within ten (10) calendar days after its receipt of the "Notice of Award":

(1) Commercial General Liability (CGL) policy with coverage(s) as broad and as encompassing as CGL in the occurrence form, and providing coverage against claims for bodily injury or death and property damage occurring in or upon the Center or the Project site, and arising out of Contractor's and its employees', subcontractors', agents' and authorized representatives' performance of this Contract. Such insurance shall be primary and non-contributory with any

other coverage, including Corporation's, and shall afford immediate defense and indemnification of Corporation to the limit of not less than one million dollars (\$1,000,000.00). Such insurance shall waive any right of subrogation against Corporation;

(2) Employer's Liability insurance with the following limits:

- Bodily Injury by Accident - \$1,000,000.00 each accident
- Bodily Injury by Disease - \$1,000,000.00 policy limit
- Bodily Injury by Disease - \$1,000,000.00 each employee

(3) Commercial Automobile Liability, or Business Auto coverage with limits not less than one million dollars (\$1,000,000.00) for each occurrence, combines single limit for bodily injury or death and/or property damage, covering owned, non-owned and hired automobiles, including loading and unloading operations;

(4) Workers' Compensation insurance as required by the laws of the State of California.

The above described insurance policies (collectively, the "Policies") must include the following additional insured endorsement language:

*"The Neighborhood House Association (NHA), and its members, officers, directors, agents and employees are named as additional insured and are provided the same coverage as the named insured, including the cost of defense against claims for bodily injury or death and property damage occurring in or upon or resulting from the insured's use or occupancy of the Center or the Project site, or arising out of the insured's or its members', officers', directors', employees', agents', or subcontractors' performance or non-performance of this Contract between the insured and NHA, unless such claim is determined by a court of competent jurisdiction to have arisen from the sole or gross negligence or the willful misconduct of an additional insured. The named insured's coverage is primary and shall not require contribution from the additional insured's insurance coverage."*

The Policies shall provide for not less than thirty (30) days prior written notice of cancellation to Corporation as the certificate holder. Contractor and Corporation agree that the specified coverage or limits of insurance in no way limits the liability of Contractor. Contractor shall maintain the required insurance coverage and endorsements throughout the term of this Contract.

## **2. Bonds**

(1) 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 his bid, execute such contractual documents as may be required within the time specified.

(2) 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.

(3) 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.

(4) 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 (except those for less than the simplified acquisition threshold) awarded by recipients shall include a provision to the effect that the recipient, the HHS 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 recipients and their contractors shall contain the procurement provisions of appendix A to this part, as applicable.[59 FR 43760, Aug. 25, 1994, as amended at 61 FR 11747, Mar. 22, 1996; 62 FR 41878, Aug. 4, 1997]

## **G. CONTRACTING PROCESS**

Neither this Request nor the selection of a Respondent will create a binding commitment on NHA. Upon completion of the selection process, NHA will award a contract to the party(ies) whom it elects to provide the Services in this Request. **Disclaimers:** NHA anticipates a single contractor will be selected as a result of this Request; however, NHA reserves the right, in its sole discretion, to award contracts to multiple contractors, to perform apportionments of the Services. NHA 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.



## Exhibits

- A-1 Scope of Work
- A-2 Demo/Existing Plan, dated 12-16-14
- A-3 Conceptual Floor Plan, dated 12-16-14
- A-4 Proposed Room Finish Schedule
- A-5 Central Kitchen Equipment to be Relocated