REQUEST FOR PROPOSAL

Request for Proposals (RFP)
Construction of 4 Temporary Classrooms for Early Education Services

RFP ID #EES042025

Issued: April 29, 2025
Submission deadline: May 28, 2025 @ 1:00PM
Deadline for final submission of questions: May 13, 2025 @ 12:00PM

ALL QUESTIONS PERTAINING TO THIS RFP MUST BE SUBMITTED BY May 13, 2025 @ 12:00PM

Questions may be submitted to:
Mardi Noorman
Director of Administration and Facilities
Phone: 269.673.5472 ext. 305
Email: mnoorman@communityactionallegan.org

Questions will be answered by the appropriate individual(s) and answered within 3 business days. Questions and answers will be shared with all bidders upon request.

Introduction
Allegan County Resource Development Committee, Inc. dba Community Action of Allegan County (CAAC) invites proposals for Construction of 4 Temporary Classrooms for Early Education Services. Construction site will be located in the middle of Allegan County, located in the State of Michigan.

Submission Procedure
Proposals conforming to the requirements set out below must be received by CAAC by U.S. mail, courier or email to mnoorman@communityactionallegan.org no later than the deadline given above. Proposals must state that they are valid for a period of at least thirty (60) days from the closing deadline.

CAAC reserves the right to waive any irregularities in submitted proposals and to reject any or all bids. CAAC also reserves the right to negotiate with the selected bidder.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified may be considered at the discretion of CAAC.

Modification of Bids
Modifications to bids already submitted will be allowed if submitted in writing prior to the time fixed in the

Request for Proposals.

Limitations
Community Action of Allegan County, Allegan County Resource Development Committee (ACRDC), and the Community Action of Allegan County Board (CAACB) assume no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. This request for proposals and information does not commit CAAC, ACRDC, and CAACB to pay any costs incurred in the preparation of responses, to procure or contract for any service or services whatsoever, or to award a contract. The CAAC, ACRDC, and CAACB shall not be contractually bound until the CAAC, and the successful Respondent has executed a written contract for the performance of the work. CAAC reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any sources CAAC deems qualified, to fund qualified Respondents through alternative funding sources if the CAAC deems such alternative funding to be available and appropriate, or to cancel, in part or in its entirety, the request if it is in the best interest of CAAC, ACRDC, or the CAACB to do so. CAAC may require the proposing agency to participate in negotiations and to submit any price, technical, or other revisions to their proposals as may result from negotiations.

The terms and conditions of the RFP supersede and control those of the proposal or of any exhibits or attachments submitted by the Respondent.

Opening, Evaluation and Contracting
Proposals may be opened by CAAC at any time before or after the submission deadline. All proposals satisfying the requirements of this Request for Proposals will be evaluated to establish which of the offerors best fulfills the needs of CAAC and this project. CAAC anticipates entering into a contract with this/these offeror(s) to execute the proposed work. The decision of CAAC shall be final.

After the selection of a Contractor the schedule should include a period of collaboration between CAAC and the Contractor to better define, elaborate upon and fix the Contractor's exact and final scope of Work starting with the date of this Agreement. While the Contractor should assume work begins immediately upon notification that they have been selected, the Final Scope will be defined by editing, redlining or adding superseding documents or drawings to the Proposed Scope of Work as attached hereto. Once contracted, with respect to the Exhibit Documentation, Contractor warrants to CAAC that the Scope of Work reflected therein can be completed by Contractor, in a form substantially similar to the preliminary scope, for the amount of the compensation set forth below.

Form of Contract
The submission of a proposal implies an acceptance of determining final scope amounts and general acceptance on the part of the bidder of the terms of this form of contract, and especially of those parts establishing warranties, guarantees and CAAC's rights to intellectual property. In addition, all aspects of the proposed work must comply with CAAC's Standards and Policies.

Equal Opportunity
The CAAC will make every effort to ensure that all Respondents are treated fairly and equally throughout the entire review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

Funding Source & Administration
All programs and services to be operated under this Request for Proposal will be funded under multiple state and federal grants or other applicable funding as allowed by law. Reductions or increases of the budget level may be necessary during the course of the contract based on increased or decreased levels of funding.

Indemnification/Assurances and Certifications
Contractors submitting a proposal must be willing to sign a contract, which will provide a full indemnification and hold harmless of any liability of CAAC or its governing bodies for any services conducted by the contract agency. The contract will include a full statement of responsibility for reimbursing CAAC for any costs or expenditures which are

disallowed in an audit, or for any other claims which might be made against the program operator by a customer or other interested party.

Non-Discrimination and Equal Employment Opportunities
Respondents who are awarded a contract shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment or participation because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, political affiliation, beliefs, or citizenship.

Proposal Contents
Proposals, together with letters of transmittal, should include the bidder's description of the work that would be performed and the following information:

- For each proposal describe the level work of work to be performed.
- The team of people who would execute the work, with descriptions of the experiences and skills of each and his/her role in the bidder's company and in the team.
- Names, addresses and descriptions of key subcontractors which your firm would employ and a description of their relevant experience.
- The name of the person in your firm who would be the official contact person for any contractual relationship.
- A management plan for the work.
- A schedule for the work, including the range of start dates to which your firm is prepared to commit and anticipated completion dates. This schedule should work within the timeframes outlined by CAAC. Any conflict in the two should be described.
- Proof of insurance.
- A completed Bid Sheet, an estimated detailed budget, an estimate for the full scope of work described for the exhibition(s) in its(their) entirety, and the anticipated cash flow.

PROPOSED SCOPE OF WORK:

- Build and install 4 early education classrooms to be housed within a combination steel/stick built constructed building.
- Classrooms must meet early education space, size and safety standards as outlined by both Federal and State regulations.
- Classrooms must be temporary in nature and provide low impact to existing facility.
- Electrical and Mechanical to be line itemed separately.
- Classrooms will be used for 0-3 year olds.
- Drawings and Floor Plans for proposed space.

Contract
CAAC intends to enter into a contract, which will include the construction scope of work outlined in the Project Documents. Any Contracts awarded pursuant to this RFP will be executed in the State of Michigan

and shall be governed by Michigan law.

THE WORK:

All proposals must account for the scope of work for the elements described in the Scopes of Work section. If the offeror recommends additional scope, substitutions and/or value engineering alternatives, it should be clearly described in full with the reasons for the alternative and a separate pricing for its inclusion. All work must comply with the following standards including:

Work Parameters

The proposal shall describe in as much detail as possible at this time the design intent, pertinent content and any resources available. For the proposal, bidders shall describe in as specific terms as possible. Bidders are encouraged to describe alternates that will accomplish a program's objectives while reducing the cost of a program.

Design

The Contractor is to collaborate with the CAAC team to complete the detailed design of the proposal. As part of the design, engineering or shop drawings, the Contractor may need to work with CAAC's Contractors.

Drawings

If required, the Contractor shall provide drawings and calculations, stamped by a registered structural engineer, which may be submitted to the required agencies for permits, where necessary. All engineering drawings must be reviewed by CAAC prior to the start of complete engineering shop drawings. Shop drawings and "As Built" drawings will be a final deliverable in both printed and electronic formats.

Engineering/Permitting

The Contractor is responsible for all necessary engineering and shop drawings of the exhibition, including determining if stamped drawings are necessary. The Contractor is solely responsible to apply, pay for and obtain all permits required for this project including not limited to any and all other City, State and Federal permits required for the execution of this contract.

In addition to shop drawings the Contractor is responsible for supplying fabrication documentation necessary for the permitting authorities. This may include but is not limited to materials spec sheets with flame spread information and final equipment lists with power distribution documentation.

Construction

The Contractor is responsible for the construction of proposal elements as noted in the Scopes of Work. If the Contractor is intending to subcontract any work outside of its shop, these Subcontractors should be listed in the response to the Request for Proposals. Acceptance of the Request for Proposals is NOT an acceptance of these Subcontractors. Once in contract negotiations, CAAC will reserve the right to review Subcontractors and approve of their inclusion on the job.

Schedule

The Contractor's schedule of work must fit within the approved project schedule.

Warranty

The Contractor must warranty all products, work and services provided for a period of one year after the punch list is completed.

Standards, Documentation and Training

The Contractor must comply with all standards described in the _CAAC Standards/Guidelines. Any deviation from these standards must be approved by CAAC.

Other Work
If a bidder has identified a scope of work not listed in the Proposed Scope of Work that the bidder feels is required to complete the project, then the bidder should assume that scope falls within the bidder's responsibilities. Any work identified as such must be listed and described separately in the Request for Proposals response and detailed estimates of costs provided.

Ownership
Any and all drawings, specifications, studies, electronic data, estimates, inventions, discoveries, improvements, concepts, enhancements, and ideas or any portion thereof that the Contractor may conceive, make, invent or suggest, either solely or jointly with CAAC or any other person or persons, at any time during the provision of the Services, whether at the request or upon the suggestion of CAAC or otherwise, and whether or not patentable or copyrightable (any such drawings, specifications, studies, electronic data, estimates, invention, discovery, improvement, concept, enhancement, idea, program or portion thereof and any and all derivative works created or prepared from the foregoing being hereinafter referred to as "Work Product") shall fully, freely and immediately be communicated by Contractor to CAAC and shall belong to and be CAAC's sole and exclusive property. Contractor shall not at any time, whether during or after the termination or expiration of this Agreement, apply for any letters of patent, design, copyright, trademark, mask work right or other form of protection whatsoever in the United States of America or elsewhere for the Work Product.

Insurance
The Respondent must maintain the insurance coverage required by CAAC while any agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to CAAC when required.
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Bonding
The successful bidder may need to furnish bonds covering faithful performance of the Contract and payment of obligations arising there under as stipulated in this Request for Proposals or specially required in the final Contract Documents on the execution of the Contract. Bidders should assume the bonding amount to be equal to their bid.

Termination for Convenience (TFC)
The CAAC may terminate any contracts awarded pursuant to this RFP for convenience (TFC), which is an express termination right, in whole or in part, if the CAAC determines that cancellation is in CAAC's best interest. CAAC will not be liable for any anticipatory profit in the event of a TFC. Reasons for termination will be left to the sole discretion of CAAC. Any such termination shall be instituted by delivery to the Subcontractor/Vendor of a written notice specifying the extent to which performance of the work under the contract is terminated and the date on which termination becomes effective.

Confidentiality
All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Respondent that are submitted to the CAAC, as part of the proposal or otherwise, shall become the property of the CAAC when received by the CAAC and may be considered public information under applicable law.

Review and Appeal Process
All protests or appeals of funding decisions rendered by the CAAC and all complaints arising out of the administration of any contract shall be resolved in accordance with the CAACB Policy.