

Sankofa Community Development Corporation

The Sankofa Community Development Corporation (CDC) is a 501 (c) 3 non – profit organization leading programs to combat systems causing health disparities and impacting the quality of life of vulnerable populations in the Greater New Orleans Area. The organization's mission is to build healthier communities for present and future generations through the access of resources, the transformation of spaces, and the empowerment of community members through health-centered planning and implementation with education and economic development work.



REQUEST FOR QUOTE (RFQ):

FRESH STOP MARKET CONSTRUCTION PROJECT

December 14, 2021

This is not an order or contractual agreement for any services.

PART I. ADMINISTRATIVE INFORMATION

1.1 About Us

See Attachment #1: Sankofa Fresh Stop Market Overview

1.2 Request for Qualifications/Bids

1.2.1 Contract Term

A contract period of seven (7) months, is scheduled with initiation of the contract period on condition of issuance of a Notice to Proceed.

1.2.2 Compensation

Sankofa CDC management and the Contractor will agree upon the compensation schedule based on the completion phases of construction.

1.2.3 Requirements of the Contractor

The Contractor shall provide the methods and resources (including, but not limited to-- personnel, supervision, materials, supplies) necessary to complete construction of the Fresh Stop Market

1.3 Submission of Bids

All Bidders submitting a bid must provide one digital copy of the bid, presented, no later than close of business January 24, 2022 to bid@sankofanola.org.

Bids received after this date and time may not be considered.

Bidders are solely responsible for the timely delivery of their bids. Sankofa CDC will acknowledge by email timely receipt of Bids. Acknowledgement is not acceptance of the bid.

1.3.1 Questions and Answers

Inquiries should be submitted to bid@sankofanola.org.

1.3.2 RFQ Schedule Summary

The events and dates summarized in Table 1 represent milestones in Sankofa CDC's bid evaluation and selection process; however, Sankofa CDC reserves the right to deviate from this schedule.

Table 1. RFQ Schedule Summary		
Event	Date	Local Time
Deadline for Sankofa CDC receipt of written questions from prospective Bidders to Bid Department	1/13/2022	COB
Bid due date and time	1/24/2022	COB
Evaluation Committee review of bids	1/21/2022	TBD
Notice to Proceed with bid	1/28/2022	TBD
COB - Close of Business. TBD - To be determined.		

PART II. GENERAL INFORMATION

2.1 Insurance Requirements

Contractor shall maintain at his own expense, and in good standing, such insurance as will protect the Sankofa CDC, their officers, officials, employees, and volunteers, and the Contractor himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Sankofa CDC. The Sankofa CDC shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Sankofa CDC and the City, their officers, officials, employees, Sankofa CDCs and commissions, and volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against Sankofa CDC and their officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for Sankofa CDC. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Director of Finance and Administration of Sankofa CDC of the Sankofa CDC. In general, insurance is to be placed with insurers with a Best's rating of at least A-, although this requirement may be reviewed and modified by the Director of Finance and Administration of Sankofa CDC of Sankofa CDC in the best interest of Sankofa CDC. The Director of Finance and Administration of Sankofa CDC may also consider performing such a review upon written request from the Contractor. Contractor shall furnish Sankofa CDC with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Director of Finance and Administration of Sankofa CDC before work commences. In the event of a claim, the Contractor shall make applicable insurance policies available for review by Sankofa CDC. Contractor shall retain its rights to restrict disclosure of Contractor's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Contractor during the entire term of the Contract:

2.1.1 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease.

- A. COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products Completed Operations aggregate limit shall not be less

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than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

- B. BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.
- C. ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, **without** any restrictive “negligent act, negligent error, or negligent omission” clause and sufficient to protect the Contractor, the Sankofa CDC, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Contractor’s negligent performance of work described herein.
- D. ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE**, which shall be written on a Contractor’s Pollution Liability form or other form acceptable to RECIPIENT providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the Contractor for covered claims arising out of the actions of independent contractors. If the Contractor is using subcontractors, the Policy must include work performed “by or on behalf” of the Contractor. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Sankofa CDC and the City, their officers, officials, employees, commissions, and volunteers shall be included as insureds under the policy.
- E. PERFORMANCE BOND**, which shall be written in the amount of 100% of the Contract value is required by Sankofa CDC to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand- By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Sankofa CDC within ten (10) business days from Contract execution. Sankofa CDC requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Sankofa CDC and listed as a company currently authorized to conduct business in the State of Louisiana.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the RECIPIENT if:

- 1) A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
- 2) It is in writing and signed by the issuing bank.
- 3) It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.

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- 4) The RECIPIENT is identified as the Beneficiary.
- 5) It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
- 6) The effective date of the Letter of Credit is the same as the effective date of the Contract
- 7) The expiration date of the Letter of Credit coincides with the term of this Agreement.
- 8) It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the RECIPIENT and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit 18 and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

In addition, Contractor shall be required to furnish to the Director of Finance and Administration of Sankofa CDC all copies of investigative reports with regard to any and all claims filed with the Contractor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by Sankofa CDC for Contractor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the Contractor of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to Sankofa CDC shall be filed with the Director of Finance and Administration of Sankofa CDC. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of Sankofa CDC. Contractor and/or their insurer shall notify the Director of Finance and Administration of Sankofa CDC at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Contractor shall simultaneously furnish the Sankofa CDC evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event the Contractor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, Sankofa CDC will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of the Contractor and any expenditure incurred by Sankofa CDC of this coverage will be deducted from any balance due to the Contractor.

2.2 Bid Costs

Bidders are responsible for all costs incurred for the preparation of their Bids. Bids received in response to this RFQ become the property of Sankofa CDC and will not be returned.

PART III. Bid CONTENT

3.1 Bid Content

Bids submitted in response to this RFQ should include as much detail as practical to provide a straightforward, clear, and concise description of the Bidder's ability to meet the requirements of the RFQ. The Bidder should demonstrate his understanding of Sankofa CDCs requirements. Each Bidder is solely responsible for the accuracy and completeness of its bid.

3.2 Required Elements for Bid

Each Bidder should address, in a narrative, the elements described by this section in their Bid in the order listed.

3.2.1 Cover Sheet and Table of Contents

Complete the Bid cover sheet (Attachment 1 Bid Cover Sheet). **Bids Lacking a cover sheet may be disqualified.** Bids Should include a Table of Contents to facilitate locating the information included.

3.2.2 Plan/Schedule

Applicants must present, as a part of its bid, a proposed Milestone Schedule with Phases, (Gantt chart or similar preferred), for deliverables. A final Milestone Schedule with Phases will be negotiated with the successful Bidders. A maximum of seven months is the limit for the project's timeline with a completion date no later than August 31, 2021.

3.2.3 Scope of Work

In compliance with all applicable laws, construct commercial structure following the attached Sankofa Fresh Stop Market architectural design plans at 5029 St Claude Ave, New Orleans, Louisiana 70117, by August 31, 2022.

Attachment #2: Sankofa Fresh Stop Market Architectural Design Plans

3.2.4 Planning and Development

The plans must follow the attached architectural design plans approved by the City of New Orleans Office of Safety and Permits for structural details.

3.2.5 Proposed Subcontractors

All work of subcontractors must be included in the bid. The prime contractor is responsible for payment to all subcontractors. All work not identified as being performed by a Subcontractors shall be attributed to the work of the prime contractor. The prime contractor is responsible for all subcontractors following applicable laws and regulations.

Bidders must:

- 1)** Identify each proposed subcontractor (company name and address);
- 2)** Describe the aspects of the proposed services to be performed by the proposed subcontractor;
- 3)** Describe the proposed subcontractor's experience and qualifications for performing these services;

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- 4) State whether the proposed subcontractor's work is covered by the Bidder's insurance and liability guarantees or by the proposed subcontractor's own insurance and liability guarantees;
- 5) and Include a letter of agreement or some other form of written commitment from each proposed subcontractor demonstrating their willingness to perform these services.

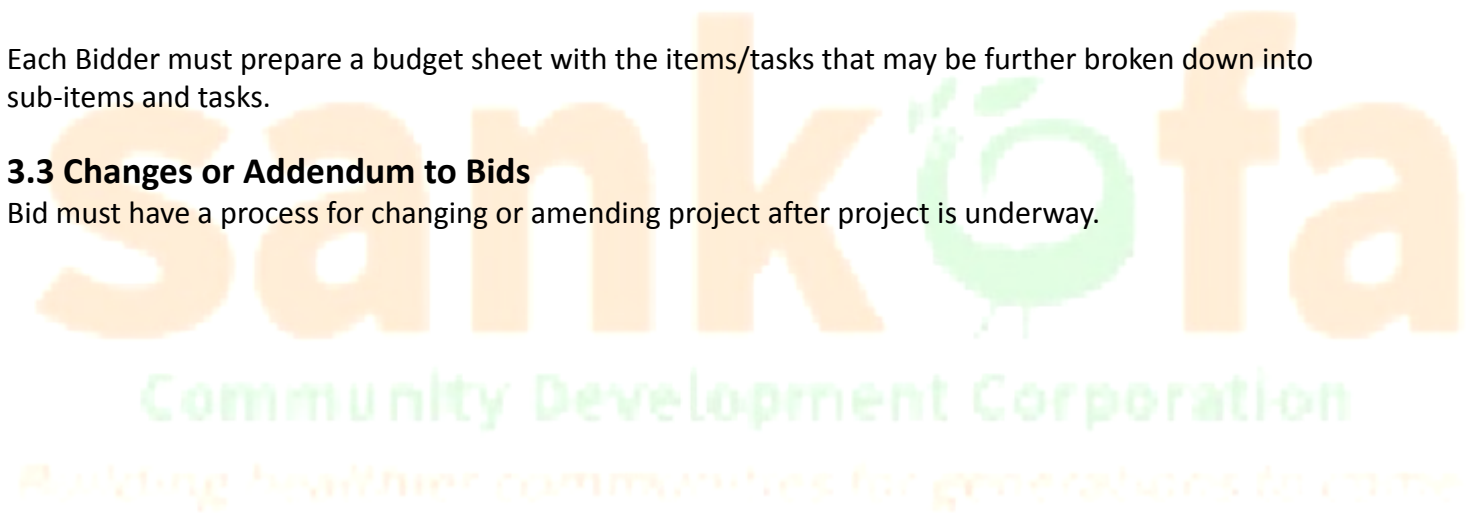
3.2.6 Price Bid (Schedule of Pricing)

To complete the *Schedule of Estimated Cost*, each Bidder shall provide unit rates or lump sums for the tasks listed. All proposed rates shall be all-inclusive, and shall include all wages/salaries, equipment, materials, supplies, incidentals and expendables, duplication/copying, communications, postage and handling, air express, shipping and handling, all applicable taxes, premiums for all bonds and insurance, permits, licenses, contractor employee training costs, all costs for replacing any personnel, all overheads, general and administrative costs, and profit. The cost of all required insurance or other liability guarantees must be included within the Bidder's Bid price as part of his unit rates and may not be separately proposed or billed.

Each Bidder must prepare a budget sheet with the items/tasks that may be further broken down into sub-items and tasks.

3.3 Changes or Addendum to Bids

Bid must have a process for changing or amending project after project is underway.



PART IV. Bid EVALUATION AND SELECTION

4.1 Evaluation Process

1. Signed Bid Cover Sheet (Attachment 1)
2. Narrative Scope of Services
3. Narrative of Personnel Qualifications
4. Relevant Company Experience
5. Schedule of Estimated Cost
6. Statement of Bid Exclusions
7. List of Subcontractors (Name, Written commitment or Attached (Y/N))

Bids will be evaluated in light of the content and the substantiating evidence presented in the bid, not on the basis of what can be inferred. Additionally, Sankofa CDC may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process.

The responsible Bidder with the highest rated Bid will be selected for the award. The Selection Committee will report its comments and recommendations to the Procurement Department. The selection is subject to the approval of the Sankofa CDC of Directors.

Questions pertaining to the Bid evaluation process or contract issues should be directed to bid@sankofanola.org.

PART V. ATTACHMENTS TO THIS RFQ:

- 1) Sankofa Fresh Market Project Overview
- 2) Sankofa Fresh Stop Market Architectural Design Plans
- 3) Bid Cover Sheet

ATTACHMENT #3: BID COVER SHEET

Sankofa Fresh Stop Market Construction Project Bid

January 24, 2022

Total Expected Amount for Completion

\$ _____

Bidder Company Information:

Name:

Address:

Bidder's Point of Contact:

Name:

Title:

Phone:

Email:

I hereby certify that:

1. This Bid will remain in effect for at least ninety (90) days from January 24, 2021.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet Sankofa CDC requirements.
3. I will be ready and able to begin work within ten (10) days after receiving Notice to Proceed for bid.
4. I am authorized to represent and can commit the above mentioned organization to all provisions of this Bid.
5. I will follow all applicable laws and regulations while conducting business with Sankofa CDC.

Signatory's Name:

Signatory's Title:

Signature _____ Date _____

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