



5110 West Goldleaf Circle  
Suite 150  
Los Angeles, CA 90056-1282  
(323) 421-1100

## REQUEST FOR PROPOSAL SULLIVAN MODULAR REPLACEMENT PROJECT

**RFP: 2026-10410**

April 28th, 2026

Dear Vendor:

Crystal Stairs, Inc. (“**Crystal Stairs**”) cordially invites you to submit your response to this Request for Proposal (“**RFP**”) to provide Sullivan Modular Replacement Project (“**Services**”) to Crystal Stairs **no later than 4 p.m. PST on May 27<sup>th</sup>, 2026**.

As a vendor being considered for this RFP, it is important that the enclosed Non-Disclosure and Confidentiality Agreement (“**Confidentiality Agreement**”) be signed and returned with your response. The Confidentiality Agreement ensures Crystal Stairs the right of confidential and secured information. All information submitted will become the sole property of Crystal Stairs. Additionally, please find the enclosed Exhibit #1, **Required Contractual Terms and Conditions for Government-Funded Projects**, which illustrates the types of required contractual provisions that will be found in the final agreement between Crystal Stairs and your company. Vendors are required to sign Exhibit #1 and submit with the proposal.

It is the responsibility of the vendor to respond to the information requested on this RFP. During the RFP process, vendors are prohibited from contacting any board member, employee or manager of Crystal Stairs to solicit information regarding the progress of this RFP. If any vendor attempts to solicit such information, they may be disqualified and eliminated from consideration.

For clarification purposes only, your company may receive a request from a designated member of Crystal Stairs, who will identify themselves and request additional information or clarification to your answers. Your answer must be in writing and returned to Crystal Stairs by e-mail at email address designated below or mail at 5110 West Goldleaf Circle, Suite 150, Los Angeles, California 90056-1282 address to the designated Crystal Stairs representative listed below. When a selection is made, Crystal Stairs will notify each vendor if they were selected as vendor of choice. Crystal Stairs reserves the right to withhold any information regarding why a vendor was not selected.

Thank you and we look forward to hearing from you shortly.

Sincerely,

Leonard Flot  
Purchasing Supervisor  
Crystal Stairs, Inc.  
Phone: (323) 421-2608  
[lflot@CrystalStairs.org](mailto:lflot@CrystalStairs.org)



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## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

### RFP: 2026-10410

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is made as of the date indicated by the signature below, by and between Crystal Stairs, Inc. (“**Crystal Stairs**”), a California non-profit public benefit corporation, located at 5110 West Goldleaf Circle, Suite 150, Los Angeles, California 90056-1282, and the undersigned (“**Receiving Party**”), in connection with the evaluation of a potential relationship and/or in the performance of certain contemplated services to be performed by the Receiving Party (“**Purpose**”). Crystal Stairs and Receiving Party are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

#### TERMS

1. **Confidential Information:** Receiving Party, and Receiving Party’s officers, employees and agents (“**Receiving Party’s Staff**”), may have access to and learn about confidential, secret and proprietary information of and/or relating to Crystal Stairs, and its businesses and existing and prospective clients, employees, suppliers, and other associated third parties (“**Confidential Information**”). Confidential Information and Crystal Stairs’ ability to reserve it for the exclusive knowledge and use of Crystal Stairs is of great competitive importance and commercial value to Crystal Stairs, and improper use or disclosure of it may cause Crystal Stairs to incur financial costs, loss of business advantage, liability, civil damages and criminal penalties.

Confidential Information includes, but is not limited to, all information not generally known to the public, in any form or medium, relating directly or indirectly to, financial and personal information of the business accounts, customers, clients, employees, volunteers, interns and affairs of Crystal Stairs; training and operations materials and memoranda of Crystal Stairs and its businesses; any existing or prospective customer or client, or of any other person or entity that has entrusted information to Crystal Stairs in confidence; and information that is marked or identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

2. **Disclosure and Use Restrictions:** Receiving Party will, treat all Confidential Information as strictly confidential; not directly or indirectly disclose, publish, communicate or make available Confidential Information, nor allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person not having a need and authority to know and use the Confidential Information and, in any event, not to anyone outside of the direct employ of Crystal Stairs, except as required for the Purpose; and not access or use any Confidential Information, and not copy or remove from Crystal Stairs’ premises or control, any Confidential Information, except as required for the Purpose or with the prior consent of an authorized Crystal Stairs officer, and then, such disclosure will be made only within the limits and to the extent of such duties or consent.

Nothing herein will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure

required by such law, regulation or order. Receiving Party will promptly provide written notice of any such order to an authorized officer of Crystal Stairs within 7 days of receiving such order, but in any event, sufficiently in advance of making any disclosure to permit Crystal Stairs to contest the order or seek confidentiality protections, as determined in Crystal Stairs' sole discretion.

3. **Duration of Confidentiality Obligations:** The obligations under this Agreement continue until such time as such Confidential Information has become public knowledge, other than as a result of Receiving Party's breach of this Agreement or breach by those acting in concert with or on behalf of the Receiving Party.

4. **Remedies:** In the event of a breach or threatened breach by Receiving Party of any of the provisions of this Agreement, Crystal Stairs will be entitled to seek, in addition to other available remedies, a temporary or permanent injunction, or other equitable relief, against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief is in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

5. **Return and Destruction of Confidential Information:** Receiving Party will provide or return to Crystal Stairs any and all documents and materials belonging to Crystal Stairs upon, (i) completion of the Purpose; or (ii) Crystal Stairs' request, at any time.

6. **No Obligations:** This Agreement does not obligate Crystal Stairs to disclose any information or negotiate or enter into any agreement or relationship with Receiving Party.

7. **Remedies:** Due to the unique nature of the Confidential Information, any breach of this Agreement would cause immediate and irreparable harm to Crystal Stairs and therefore Crystal Stairs is entitled to specific performance and injunctive or other equitable relief without the necessity of a bond in addition to all other remedies available at law.

8. **Dispute Resolution:** If a dispute arises out of this Agreement and cannot be settled through informal discussions or negotiations, the Parties will first try to settle the dispute in good faith by submitting the dispute to a sole mediator mutually selected by the Parties. If the dispute is not then resolved, then, upon notice by either Party, such dispute will be settled by binding arbitration, administered by an arbitrator mutually agreed to by the Parties, in accordance with the rules and procedures used by said arbitrator, and who will be competent in the legal and technical aspects of the subject matter of, and will not limit, expand or modify the terms found in this Agreement. A request by either Party to a court for interim protection will not affect the arbitration obligation. Each Party will bear their own expenses and an equal share of all costs and fees of the mediation and/or arbitration. The prevailing Party will be entitled to attorneys' fees and costs associated with mediation and/or arbitration, and judgment on the written award may be entered by any court having jurisdiction. The contents and result of mediation and/or arbitration will be held in strict confidence by the Parties, who will be bound by a confidentiality agreement.

9. **Modifications:** No amendments, alterations, changes or modifications to the terms and conditions of this Agreement are valid, unless made in writing, approved by Crystal Stairs, and signed by authorized Party representatives.

10. **Notices:** All notices required to be given herein will be made in writing and sent by, overnight courier; certified mail with return receipt requested; or emailed, with confirmation of receipt to the below designated Party recipients at the addresses listed above, with a courtesy copy to the Crystal Stairs Legal Department at the address listed above. Unless otherwise specified herein, all notices are effective upon

receipt. The Parties may change this information by informing the other Party in writing of such change.

<b>Crystal Stairs</b> Attn: Michel Dory mdory@CrystalStairs.org	<b>Receiving Party</b> <i>See end of Agreement.</i>
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11. **Jurisdiction & Venue:** This Agreement, and the rights and obligations of the Parties as set forth herein, are governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles that would require the application of law from another jurisdiction. Any claim or dispute arising out of this Agreement will be resolved in Los Angeles County, California.

12. **Waiver:** Failure or delay by either Party to enforce any term or condition of this Agreement does not constitute a waiver of such, or of any other term or condition, unless such waiver is in writing and signed by an authorized Party representative. Any waiver to, or of, any breach by the other Party, does not constitute waiver of, or excuse for any other, different or subsequent breach.

13. **Table of Contents & Headings:** The Table of Contents and Section headings set forth herein are for convenience only and do not affect the construction of this Agreement.

14. **Entire Agreement:** Except as otherwise provided for herein, this Agreement constitutes the entire agreement, final expression and exclusive statement of mutual understanding between the Parties relating to the subject matter contained herein and supersedes and cancels all prior written and oral agreements, communications and understandings, of any type whatsoever, made between the Parties in connection to this Agreement. Neither Party has made any oral nor written statements, which are not included in this Agreement, and that in any way induced either Party to enter into this Agreement.

15. **Severability & Survival:** If any term or condition of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such term or condition will be deemed stricken, and the remainder of this Agreement will remain in full force and effect, and not affected thereby. The rights, duties, obligations and warranties of the Parties, which by their terms are to survive termination of this Agreement, survive termination, to the fullest extent permitted by applicable statute of limitation laws.

16. **Counterparts & Photocopies:** This Agreement may be executed in one or more counterparts, each of which are deemed an original. A copy of this Agreement with a photocopied signature (including signatures reproduced by electronic means) may be used as an original signature for all purposes, unless a copy with an original signature is produced.

**[Signature on following page.]**

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have caused this Agreement to be executed. The undersigned certify that by signing this Agreement, they are duly authorized to execute this Agreement.

RECEIVING PARTY INFORMATION

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## **REQUEST FOR PROPOSAL Introduction to Invitation**

### **RFP: 2026-10410**

As a participant of the RFP bidding process, bidder is expected to abide by all terms and conditions of this RFP and bidder is advised to carefully review all instructions outlined in this RFP. In order to be considered, bidder must provide responses and answers to **all** questions found in the sections and attachments to this RFP, must be able to demonstrate that it meets the minimum qualifications established in this RFP and has the ability to provide the Services. Failure to provide this necessary documentation will cause the proposal to be rejected as non-responsive. The RFP will in no manner be construed as a commitment on the part of Crystal Stairs to select any proposal.

Crystal Stairs reserves the right to, reject any or all proposals; waive minor irregularities in the RFP process or in the RFP responses; re-advertise this RFP; postpone or cancel this process; select and procure parts of services; change or modify the RFP schedule at any time; and select another qualified bidder, if an agreement cannot be negotiated with the selected bidder or if the selected bidder's performance does not meet the requirements in this RFP.

## **Response Requirements and Proposals**

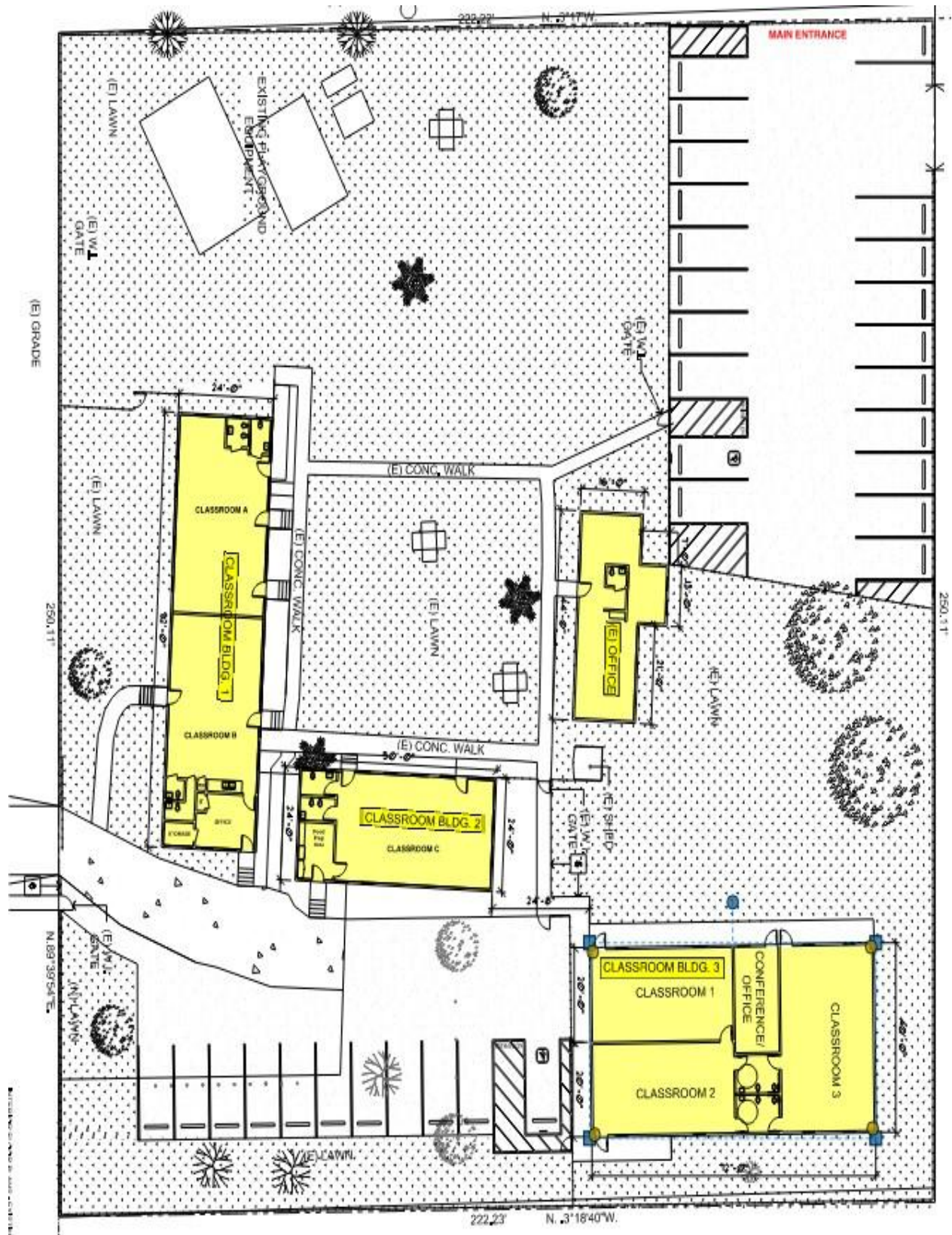
### **I. Scope of Work**

The selected, successful bidder to this RFP will be expected to provide Crystal Stairs the Services, which are more specifically:

Crystal Stairs Inc. seeks a modular vendor to replace two modulars at our Head Start facility located at **725 W. Raymond St., Compton, CA 90220**. The site is located near the corner of Wilmington Ave & Alondra Blvd; it contains four buildings (three are modular), two parking lots and two playground areas. The modular vendor shall fabricate, transport, and install the modular structure on a prepared foundation. A separate General Contractor (GC) will perform all site work, utilities, grading, concrete foundation, and flatwork.

Crystal Stairs seeks to keep the Wilmington Ave Parking Lot, the Office Building, Classroom Area Building 3 and the play area between the Office Building and Classroom Building 3 operational weekdays during construction excluding summer break when the entire site will be available. Summer breaks are typically scheduled from mid-June through the end of July. Exact dates need to be confirmed with Crystal Stairs staff.

**Existing Site Plan:**





**Site Photos:**



Additional site photos will be available via the download link provided after the return of the completed **RFP Terms & Conditions document**.

**Existing Buildings to be Demolished by the General Contractor:**

**CLASSROOM BLDG. 1 – Size: 24’-0” x 92’-0”**



**CLASSROOM BLDG. 2 – Size: 24’-0” x 50’-0”**



## Response Requirements

Responses must indicate your firm’s ability to provide the services necessary to deliver a fully operable building ready for childcare use and ready to furnish.

**Occupancy Group:** E (Educational)

Sprinklers: Not required

Fire Alarm: Automatic fire alarm system required.

Prevailing Wage: For work completed on-site.

Building must comply with:

- California Building Code (CBC) and all applicable local codes, i.e. electrical, mechanical, plumbing, fire, energy, green, etc.
- Headstart layout requirements
- The modulares do not need to be submitted to the Division of the State Architect (DSA) for review.

### Division of Responsibility:

Task	Modular Building Manufacturer	General Contractor	Owner
Consult and coordinate with AEC team and Owner to obtain permits & resolve any issues from design through occupancy permit	<b>X</b>		
Structural engineer contracted under modular firm	<b>X</b>		
Fabrication of modulares including framing and finishes	<b>X</b>		
Transport and craning/set of modulares on foundation	<b>X</b>		
Foundation Design	<b>X</b>		
Foundation Construction		<b>X</b>	
Site grading, utilities (water, sewer, electric, data conduit)		<b>X</b>	
Final utility tie-in to modular		<b>X</b>	
Final finish connections, touch-up, and testing		<b>X</b>	
Signage		<b>X</b>	

\*\*\* For substitutions to listed RFP design requirements/specifications, please complete substitution request form [provide explanation for substitution (i.e. cost, durability, performance), detail along with photos, production information sheet and link to manufacturer website \*\*\*

## Foundations

Two foundation mounting options shall be priced (vendors may bid one or the other or both):

- Base Bid: Spread footing with 18" pit modular installation
- Alternate #1: Caisson with grade beams

## General Exterior Requirements

- The modular building shall be designed and constructed per industry standard. Exterior materials shall be durable, low-maintenance, and suitable for long-term institutional use.
- Siding Type:
  - Provide fiber cement lap siding, i.e. James Hardie Hardie® siding or approved equal.
- Siding Finish:
  - Factory-primed or factory-finished siding; final color to be selected by Owner from exterior color palette provided by Owner.
- Trim:
  - Fiber cement trim boards at corners, windows, doors, and horizontal transitions. Colors to be selected by Owner from exterior color palette provided by Owner.
- Roof Type:
  - Sloped roof integral to modular design with continuous gutters and downspouts to collect water to meet Cal Green Building Code. Minimum slope to be sufficient for positive drainage. Downspouts to discharge away from foundation and path of travel or to designated drainage locations coordinated with GC site work.
- Roof Structure
  - Engineered roof framing integral to modular design, capable of meeting California Building Code; must also support solar panels.
- Roof Covering:
  - Standing seam metal roofing system or alternative long-lasting roofing solution. Use substitution form.
- Wall Framing:
  - Metal Stud

## Foundation and Site Work

- Base Bid: Provide design and all documents necessary for GC to form, reinforce, and pour spread footing with 18" deep crawl space per structural drawings.
- Alternate #1: Provide design and all documents necessary for GC to construction caisson and grade beam foundation system with 18" deep crawl space per structural drawings.
- No ramps required, finish floor flush with adjacent grade.

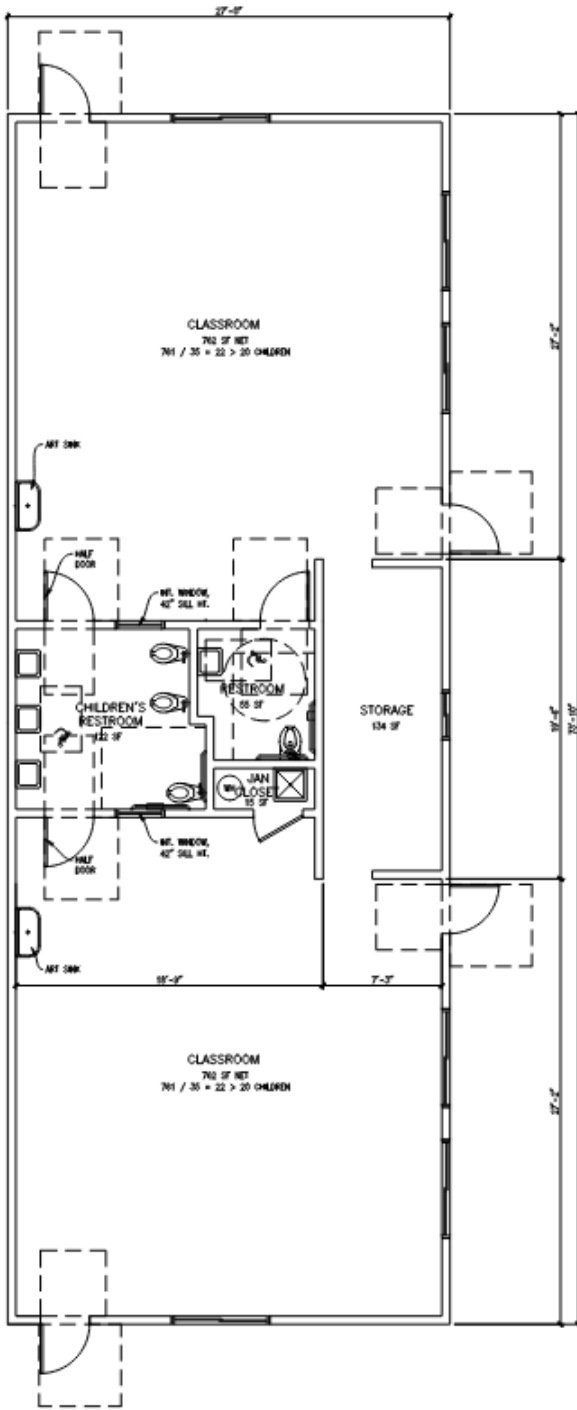
## **Building Layout and Rooms**

### Modular Building 1: approx. 27 LF x 74 LF Total Square Footage

- Classrooms (35 sq ft/child of clear floor space):
  - Building 1 Classroom A: 762 sq ft; minimum of 700 for 20 children
  - Building 1 Classroom B: 762 sq ft; minimum of 700 for 20 children
  - Art sink in each classroom
- Adult Restroom and Children's Restroom with appropriate fixtures and ventilation.
  - Building 1: Children's Restroom – 3 children's lavatories and toilets
  - Building 1: Adult Restroom – 1 sink and 1 toilet
- Storage Area
  - Building 1: approximately 134 sq ft for storage of stacked children's cots etc.
- Janitor's Closet
  - Building 1: water heater and mop basin

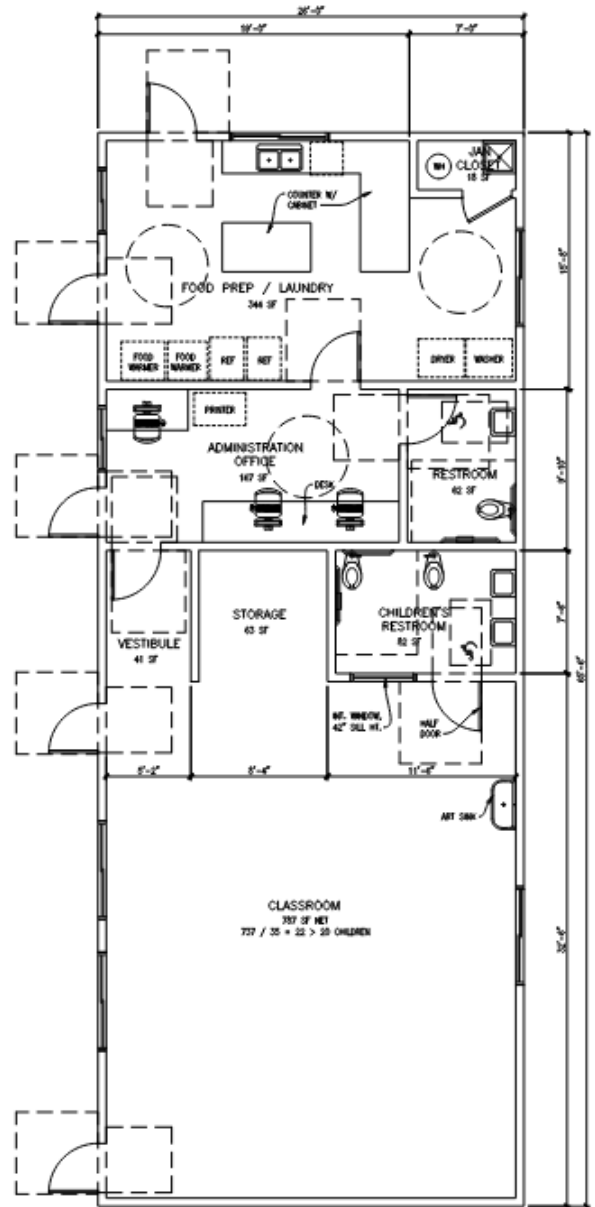
### Modular Building 2: approx. 26 LF x 66 LF Total Square Footage

- Classroom (35 sq ft/child of clear floor space):
  - Building 2 Classroom C: 787 sq ft; minimum of 700 for 20 children
  - Art sink in the classroom
- Adult Restroom and Children's Restroom with appropriate fixtures and ventilation.
  - Building 2: Children's Restroom – 2 children's lavatories and toilets
  - Building 2: Adult Restroom – 1 sink and 1 toilet
- Storage Area
  - Building 2: approximately 63 sq ft for storage of stacked children's cots etc.
- Janitor's Closet
  - Building 2: water heater and mop basin
- Administration Office
  - Building 2: approx. 167 SF for staff desks and networked printer
- Food Prep/Laundry Area
  - Building 2: approx. 344 SF with a double kitchen sink, two commercial refrigerators, two food warmers, an electric dishwasher, an electric dryer, cabinetry and an island. The refrigerators, food warmers, electric dishwasher and electric dryer are to be supplied by owner installed by G.C.



**SCHEMATIC FLOOR PLAN - BUILDING 1**

SCALE: 1/4" = 1'-0"



**SCHEMATIC FLOOR PLAN - BUILDING 2**

SCALE: 1/4" = 1'-0"

Plans for the proposed layout will be available via the download link provided after the return of the completed **RFP Terms & Conditions document**. Note, above plans are to show ideal spatial relationships and room functions; plans should be modified to suit modular construction as long as minimum space requirements and program goals are met.

## Architectural / Interior Finishes

Please reference the [Crystal Stairs Sullivan Finish Schedule & Specifications](#) . See the download link provided after the return of the completed RFP Terms & Conditions document.

**\*\* If preferred selections cannot be supplied,  
Please complete a product substitution form. \*\***

- Flooring:
  - All areas except the restrooms, food prep/laundry area and janitor's closets:
    - Commercial-grade LVT with 4-inch rubber wall base throughout, Restrooms and Food Prep Area
    - Porcelain floor tile with cove tile to match wall tile  
Janitor's Closets
    - Sheet vinyl, Greengard certified
- Walls:
  - Classrooms, Office, Storage and all areas excluding restrooms & food prep/laundry area:
    - Wall protection: PVC, Free Type II Wall Protection, act, Greengard certified Restrooms
    - Ceramic wall tile preferred. If a substitution is necessary, FRP tile wall panel in a subway tile pattern is preferred.
  - Janitor's Closets
    - FRP or water-resistant wallcovering
- Lighting:
  - Recessed Direct/Indirect luminaires.
- Ceilings:
  - 2x4 second look acoustical panels.
  - Ceilings must allow for ceiling mounted security cameras such as an 8MP Full Color Bullet IP Camera or a 360 panoramic-tilt camera.
- Cabinetry:
  - Laminate base and wall cabinets with engineered quartz countertops and 4" backsplash.
- Doors & Hardware:
  - Exterior doors: Metal frame, hollow metal door, ADA compliant.
  - Interior doors: Metal frame or solid core wood door, painted.
  - Children's restroom doors: Solid core wood, Dutch half door, painted
- Paint:
  - Exterior Colors: See Head Start Exterior Paint Colors for Dunn-Edwards paint colors.
  - Interior Colors: Dunn-Edwards Cool December

## Mechanical

### ○ HVAC

- HVAC system to be designed by modular manufacturers with wall-mounted dual-pack units and programmable thermostat. The HVAC system must contain MERV 13 air filter.
- Exhaust fans in all restrooms per code requirements.

### ○ Plumbing

- See the download link provided after the return of the completed RFP Terms & Conditions document for fixtures and accessories.

### ○ Electrical

- Service: 200A, 240V, single phase.
- Electrical panel at each building.
- LED lighting with occupancy sensors and emergency egress lights per code requirements. –
- GFCI protection in wet areas; dedicated circuits for kitchen appliances.
- Fire Alarm: Addressable automatic system per E occupancy.

### ○ Low Voltage / IT

- Network drop for VOIP phones provided by owner near each exit door approximately 4.5 ft AFF.
- Office: Approximately 5 – 6 Ethernet drops and at least three VOIP phones
- Classroom: 1 Network drop per room
- Food Prep Area: 1 VOIP phone
- Provide power and data outlet for Wall-mounted TV in each classroom
- Owner Furnished: TV, wall-mounted rack with patch panel, access hub, ADT alarm equipment and other network equipment to be installed by the contractor.

### ○ Fire & Life Safety

- Automatic fire alarm with smoke detectors, horn/strobes, and pull stations.
- ABC extinguishers with wall cabinets.
- Illuminated exit signs and emergency lighting per code.

### ○ Security/Alarm System

- Sensors for windows and doors; motion detection; tie-in to existing ADT system.

## **Deliverables**

- Planning Department submittal drawings including floor plan, roof plan and elevations, and color elevations. Plans will be submitted by the architect.
- Full set of drawings and calculations including but not limited to architectural plans and details, structural plans, detail and calculations, MEP engineering drawings and Title 24 calculations for Building and Fire Department plan check. Plans will be submitted by the architect.
- Respond to coordination mark-ups from the architect.
- Respond to agency plan check corrections.
- Submittals: Shop drawings, material data/product information sheets
- Inspections: Must be available to answer questions and respond to any modular, electrical, plumbing, fire alarm, or occupancy issue. If necessary, be available for onsite meetings.
- Closeout: As-builts, O&M manuals, warranties, and testing reports.

## **Schedule**

- Final schedule to be determined in coordination with Crystal Stairs and the architect. Vendor to include fabrication, delivery, and installation durations in proposal with callouts for any dependencies based on deliverables from the AEC team, utilities or clearances from governmental agencies.
- Please list any exclusions or work which must be addressed under separate contracts by the client/owner. Also list any pre-requisites or items Crystal Stairs would need to supply should a detailed proposal with a bid be requested.
- Crystal Stairs is willing to consider previously owned modular classrooms that are in excellent condition as an alternative bid proposal. The alternative proposal must include exterior photos, interior photos, dimensioned modular floor plans, elevation information, age, where the modular is currently located, its usage history including who owned it last and how it was used. The proposal should also summarize electrical, plumbing, HVAC and structural information. Additionally, the proposal should indicate how the building conforms to the requested layout, specifications etc. and what work will need to be done to make it conform to our requested design objectives.

### **\*\*\*JOB WALK INFORMATION\*\*\***

**A job walk is scheduled for Friday, May 8<sup>th</sup> at 11:00am. RSVP to the project manager Michel Dory, [mdory@CrystalStairs.org](mailto:mdory@CrystalStairs.org). All contractors wishing to participate in this project must attend the job walk.**

#### **Questions**

Please to contact or Michel Dory, [mdory@CrystalStairs.org](mailto:mdory@CrystalStairs.org) via email if you have any questions or need further clarification.

## **II. Pricing Structure**

All proposals should include the following:

- Contractors must comply with the requirements of the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- Wage, insurance and bond requirements should be factored into your proposal costs. The bid bond should be 50% of your proposed project cost. The payment and performance bonds should be for the full project cost. The maintenance bond should cover a two-year period. **Since minors will be present during on-site work, Sexual Abuse or Molestation insurance coverage is required.**
- This project is 100% federally funded and does not have to be registered with CA DIR. On-site trades must be paid the higher of the federal or CA DIR wages. Please complete the LABOR WAGE RATE FORM. Wages must be reported each week using form WH347:  
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>

**Please submit the completed attached bid forms ([located on Attachment A-1](#)) with your response. [Modular companies may elect to bid on a forthcoming general contractor construction RFP expected to be released near the end of the plan check process sometime in 2027.](#)**

#### **Bid Documents to be Returned:**

1. Bid Form with Cost Proposals
2. Proposed Schedule
3. Documentation of Relevant Experience
4. References
5. Firm Capacity & Size
6. Bid Bond
7. Payment Schedule
8. List of exclusions on a separate page or in a separate section
9. List of prerequisites on a separate page or in a separate section
10. Labor Wage Rate form for each trade working onsite
11. If necessary, itemized and detailed list of other costs
12. If necessary, product substitution form for each alternate product

**All materials must be stored at an insured location until ready for installation at the site.**

**Davis-Bacon Prevailing Wage**

Contractors and all subcontractors shall submit weekly prevailing wage documentation for any week in which any contract work is performed, a copy of all payrolls. And each weekly payroll submitted must be accompanied by a "Statement of Compliance." per Davis-Bacon requirements. *Certified payroll reports must be submitted weekly using Form WH347.*

**Wage Determination:**

Workers must be paid the higher of the federal wage or local County of Los Angeles wage. Please remember to apply increases effective July 1, 2025, when calculating local labor rates. Apprentices are NOT required on 100% federally funded projects. Wages must be posted on site and properly communicated to subcontractors.

**Schedule and Mobilization Plan**

Provide a preliminary schedule. Show a map indicating the location of construction dumpsters, portable toilet, and other large equipment. Indicate the plan for securing the site nightly.

Bidder must also include pricing for their standard hourly rate and their overtime hourly rate. Travel expenses must not be included, as they will not be covered.

**III. Minimum Qualifications**

The following minimum requirements have been established as a basis for determining bidder eligibility:

- **Current and valid contractor license(s) for trades utilized on this project.**
- **Documented experience with commercial modular upgrades.**
- **Prospective contractor must have no findings with the System for Award Management (SAM), an official website of the U.S. Government.**
- **Prospective contractors must provide a sign copy of their W-9.**
- **Prospective contractors must accept purchase orders with Net30 terms.**

**Non-Disclosure and Confidentiality Agreement**

The Crystal Stairs Non-Disclosure and Confidentiality Agreement must be signed and returned prior to the job walk or before any additional information can be provided.

**Organization Experience and References**

Please detail your experience providing modulars for preschool centers in Los Angeles County. Experience with Head Start centers or daycare centers in Compton preferred.

**IV. Selection of Successful Bidder**

Selection and approval of the successful bidder will be made by Crystal Stairs in accordance with its competitive selection process. Crystal Stairs will evaluate proposals on the basis of the guidelines set forth in this RFP and then make a final selection for an award.

There will be no “formal” proposal opening for this RFP. Proposals will be opened and evaluated, after the submission deadline.

**Evaluation Criteria**

<b>Evaluation of each proposal will be scored on the following factors:</b> <b>RELEVANT EXPERIENCE:</b> <ul style="list-style-type: none"><li>• Years of experience manufacturing modular buildings</li><li>• Experience with E-Occupancy / educational facilities</li><li>• Experience with foundations requested</li><li>• How well the modular system meets the requested specifications</li></ul>	Points = 25
<b>PAST PERFORMANCE &amp; REFERENCES:</b> <ul style="list-style-type: none"><li>• Quality of workmanship</li><li>• Schedule adherence</li><li>• Responsiveness &amp; issue resolution</li><li>• Minimum three (3) references from projects completed within the last five (5) years for similar educational projects</li></ul>	Points = 20
<b>FIRM CAPACITY &amp; SIZE:</b> <ul style="list-style-type: none"><li>• Manufacturing capacity and workforce</li><li>• Coordination approach with GC and utilities</li><li>• Ability to meet schedule and production demands</li></ul>	Points = 10
<b>PROJECT MANAGEMENT &amp; SCHEDULE</b> <ul style="list-style-type: none"><li>• Proposed project manager experience</li><li>• Defined roles and responsibilities.</li><li>• Quality control and inspection processes</li><li>• Draft a proposed duration project schedule</li></ul>	Points = 10
<b>MODULAR APPEARANCE &amp; MATERIALS</b> <ul style="list-style-type: none"><li>• Overall Aesthetic Appearance</li><li>• Quality of materials</li></ul>	Points = 5
<b>COST PROPOSAL</b> <ul style="list-style-type: none"><li>• Lowest responsive and responsible bid receives highest points</li><li>• Lowest upfront or front-loaded costs receives highest points</li></ul>	Points = 30
<b>Total Points</b>	<b>100</b>

**Questions**

Please to contact or Michel Dory, [mdory@CrystalStairs.org](mailto:mdory@CrystalStairs.org) via email if you have any questions or need further clarification.

## V. General Terms and Conditions

### **Binding Offer**

A bidder's proposal will remain valid for a period of 60 days following the proposal deadline and will be considered a binding offer to perform the Services, assuming all terms and conditions are satisfactorily negotiated. The submission of a proposal is prima facie evidence that the bidder has familiarized itself with the contents of this RFP.

### **Pricing**

All bid proposals must include a total price that includes all subtotals, costs, taxes, fees and any and all other expenses associated with bidder's proposal. An incomplete response will not be considered.

### **Cost of Preparation of Proposal**

All costs associated with this RFP, including preparing and delivering a proposal to this RFP and any interview, will be borne entirely by the bidder. Crystal Stairs will not compensate the bidder for any expenses incurred by the bidder as a result of this RFP process.

### **Contract Requirements**

The selected bidder to whom an award is made will execute a written contract with Crystal Stairs after notice of the award has been initiated. The contract will be similar in form and content to the attached Crystal Stairs contract template. All bidders should read the contract template in its entirety and pay special attention to the **Debarment & Suspension and Insurance Section requirements**. A sample contract is attached for your review.

### **Non-Exclusive Contract**

Any resulting contractual relationship is non-exclusive and Crystal Stairs reserves the right to select more than one bidder or seek similar or identical services elsewhere, if deemed in the best interest of Crystal Stairs.

### **Crystal Stairs' Disclosure of Materials**

Crystal Stairs may be required to submit documents or materials to its funders and as such, all materials submitted by bidder to Crystal Stairs are subject to disclosure. Bidder specifically waives any claims against Crystal Stairs related to the disclosure of any materials, if such disclosure was made pursuant to a request from a Crystal Stairs funder.

### **Withdrawal of Bid**

A bidder may withdraw their proposal from the bidding process without prejudice prior to the time specified for the RFP Response Deadline by submitting a written request to the Crystal Stairs representative listed on the attached RFP Introduction Letter.

### **Bidder Responsibility Regarding the RFP and Proposal**

It is the responsibility of each bidder to examine this RFP carefully and to judge for itself all of the circumstances and conditions which may affect its proposal. Any data furnished by Crystal Stairs is for informational purposes only and is not warranted. Bidder's use of any such information is at bidder's own risk. Failure on the part of any bidder to examine, inspect, and be completely knowledgeable of the terms and conditions of the RFP, operational conditions, or any other relevant documents or information, will not relieve the selected bidder from fully complying with this RFP.

**VI. Prospective Vendor Questionnaire**

The attached **Prospective Vendor Questionnaire** must be submitted with your company's response to this RFP. Failure to submit the Prospective Vendor Questionnaire will cause the proposal to be rejected as non-responsive. If you have submitted a Prospective Vendor Questionnaire within the previous 9 months, you do not need to do so for consideration for this RFP.

**EXHIBIT #1**  
**Required Contractual Terms and Conditions**  
**for Government-Funded Projects**  
**RFP/RFQ: 202\_-XXXX**

Payment for the Services or Goods is wholly or partially funded by the local, state or federal government. **The successful bidder (also referred to herein as Contractor) will be required to agree to and comply with the following terms and conditions specified below which will be specified in a final written agreement between Crystal Stairs and the successful bidder. The terms and conditions in general are required to be included in the final agreement pursuant to Crystal Stairs' government contracts. THE FOLLOWING TERMS AND CONDITIONS ARE NON-NEGOTIABLE.**

1. **Compensation and Invoicing:** Any compensation amount or not to exceed amount specified in this Agreement is subject to reduction for any portion of the Work not completed regardless of circumstances. The Payment (subject to any reduction for Work not completed) represents full compensation for performance of the Work, and includes any and all expenses incurred by Contractor.
2. **Availability of Funding:** Funding for this Agreement is subject to the appropriation and availability of funds provided by the State of California, California Department of Social Services (“CDSS”), California Department of Education (“CDE”), County of Los Angeles, the Office of Head Start (“OHS”) any and all other agencies, divisions or departments thereunder (collectively and individually the “Funding Agency”).
3. **Equipment & Material Purchases:** If applicable to the performance of the Work under this Agreement, Crystal Stairs and the Funding Agency retain title to any and all equipment or supplies purchased with the Payment (“Equipment”). Equipment, including final products resulting from the Work, will be returned to Crystal Stairs upon termination of this Agreement. Contractor must obtain prior written approval from Crystal Stairs and the Funding Agency for any unit of equipment that costs in excess of \$10,000.
4. **Relationship of the Parties:** Contractor does not act in any capacity as officer, employee or agent of Crystal Stairs or the Funding Agency, and Contractor and Contractor’s officers, employees and agents (“Contractor’s Staff”) are independent contractors. Although Crystal Stairs will specify the general nature of the Work, the details of performing and meeting the goals of the Work will be determined by Contractor and Contractor’s Staff. This Agreement does not create a partnership relationship between Contractor and either Crystal Stairs or Funding Agency, nor provide Contractor and Contractor’s Staff with any authority to enter into any contracts on behalf of Crystal Stairs or the Funding Agency.
5. **Travel Reimbursements:** Contractor is responsible for any and all expenses incurred while

performing this Agreement, with the exception of pre-authorized travel and per diem expenses, if so allowed and described in the Agreement. If pre-authorized travel and per diem expenses are authorized herein, they will be reimbursed at rates that do not exceed those paid to the State of California non-represented employees, computed in accordance with California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1. Additionally, Contractor must first obtain approval from Crystal Stairs in order for Contractor to be reimbursed for expenses.

6. **Indemnification**: Contractor will defend, indemnify and hold harmless Crystal Stairs, the Funding Agency, and each of their officers, board members, directors, agents, employees, representatives and successors-in-interest, from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, materialmen and any other person, firm or corporation furnishing or supplying the Work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by Contractor in performance of this Agreement.
7. **Audit Exception Liability**: Contractor will pay any audit exceptions or overpayments caused by, or as a result of, Contractor's lack of performance under this Agreement. In addition to other remedies or sources of funds, Crystal Stairs may offset any audit exceptions or overpayments from the Payment, or any payments under subsequent agreements to the extent of claimed payments.
8. **Funding Agency Approval**: If Payment is for \$10,000.00 or more, and subject to Funding Agency approval, Contractor acknowledges that any Work performed prior to the date of such approval shall not be used as a claim against the Funding Agency (i.e., CDSS, CDE, County of Los Angeles, OHS).
9. **Records Retention & Inspection**: Contractor will retain, and make available upon request, such books, documents, papers and records for 5 years from the date of the final Payment. These records may be subject to review by Crystal Stairs, the Funding Agency and the Comptroller General of the United States, or any of their duly authorized representatives, for purposes of conducting audits, examinations, creating excerpts or reviewing transcriptions and Contractor's Staff, who might reasonably have information related to such records, may be interviewed.
10. **California Non-Discrimination Clause**: Contractor will comply with the provisions of California Code of Regulations Title 2 Section 11105, which is incorporated herein by reference.
11. **Debarment and Suspension**: Contractor certifies that Contractor is not a party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension".
12. **Termination & Breach of Contract**: This Agreement will terminate automatically at the expiration of the Term. Either Party may terminate this Agreement for cause, at any time, effective immediately upon receipt of such notice. Termination for cause means termination based upon a material breach of any term or condition of this Agreement, which remains uncured for 10 days after providing notice to the breaching Party, and includes, but is not limited to, failure to perform this Agreement in an adequate or timely manner; non-compliance with applicable laws, rules and regulations; submission of false, misleading or erroneous information; failure to maintain accurate or complete records; violation of the Confidentiality Section; administrative or fiscal mismanagement; and failure to comply with the Records Retention & Inspection Section.
  - a. Either Party may terminate this Agreement for convenience, at any time, upon 30 days' advance written notice to the other Party, effective at the conclusion of such 30 day period. Crystal Stairs is only responsible for payment of charges incurred prior to termination of this Agreement if, Contractor does not perform any Work nor incur any unnecessary expenses

after receipt of notice of termination; and all claims for such payments are received by Crystal Stairs within 30 days following such notice.

- b. In the event Contractor breaches any term or condition of this Agreement, Crystal Stairs is entitled to pursue any and all administrative, equitable and legal remedies permitted by law, including sanctions and penalties, where appropriate.

13. **Insurance:** Contractor will, at Contractor's sole cost and expense, procure and maintain the following insurance coverages during the Term, and for 5 years thereafter, unless otherwise specified herein, to protect against any claims arising from or in connection with performance of this Agreement by Contractor, Contractor's Staff, or subcontractors, including, but not limited to, claims for bodily injury, property damage and death.

**Minimum Scope and Limit of Insurance:** Coverage will be at least as broad as:

- a. **Workers' Compensation:** If Contractor has employees, or hires employees during the Term, Workers' Compensation, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease;
- b. **Commercial General Liability ("CGL"):** ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either such limit will apply separately to this project/location (ISO Form CG 25 03 or 25 04) or such limit will be twice the required occurrence limit;
- c. **Professional Liability (Errors and Omissions):** If applicable and necessary to perform this Agreement, insurance appropriate to Contractor's profession, with limits of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate; and
- d. **Automobile Liability:** If applicable and necessary to perform this Agreement, ISO Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage;

**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII or a Standard and Poor's Rating (if rated) of at least BBB.

14. **Force Majeure:** Neither Party will be deemed to be in default of such Party's obligations under this Agreement if, and so long as, such performance is prevented, restricted or interfered with, by acts beyond such Party's control, including, but not limited to, acts of God, war, government regulations or orders, disasters, civil disorder, pandemic, epidemic, strikes or any other similar act or cause not within the control of such Party.
15. **Modifications:** No amendments, alterations, changes or modifications to the terms and conditions of this Agreement are valid, unless made in writing, approved by Crystal Stairs, and signed by authorized Party representatives. If this Agreement was subject to Funding Agency approval, or the modification would cause this Agreement to be in an amount requiring Funding Agency approval, then a modification is valid only after receipt of such approval.
16. **Entire Agreement:** Except as otherwise provided for herein, this Agreement constitutes the entire agreement, final expression and exclusive statement of mutual understanding between the Parties

relating to the subject matter contained herein and supersedes and cancels all prior written and oral agreements, communications and understandings, of any type whatsoever, made between the Parties in connection to this Agreement. Neither Party has made any oral nor written statements, which are not included in this Agreement, and that in any way induced either Party to enter into this Agreement.

**The following terms and conditions are applicable for Construction, Renovation and Repair Related Projects.**

1. **Copeland “Anti-Kickback” Act:** If the Payment is \$2,000 or more, Contractor will comply with the requirements of the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR 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:** For construction related services, Contractor will comply with the requirements of the Davis-Bacon Act (40 USC 3141- 3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. **Contract Work Hours and Safety Standards:** If the Payment is \$100,000 or more, Contractor will comply with the requirements of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. **Contract Work Hours and Safety Standards:** If the Payment is \$100,000 or more, Contractor will comply with the requirements of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
5. **Clean Air Act & Federal Water Pollution Control Act:** If the Payment is \$150,000 or more, Contractor will comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
6. **Byrd Anti-Lobbying Amendment:** If the Payment is \$100,000 or more, Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award to Crystal Stairs.
7. **National Labor Relations Board Compliance:** Contractor swears under penalty of perjury that no more than 1 final, un-appealable finding of contempt of court has been issued by a federal court against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board. For purposes of this Section, a finding of contempt does not include any finding that has been vacated, dismissed or otherwise removed by the court because Contractor has complied with the order which was the basis for the finding. Crystal Stairs may rescind this Agreement, if Crystal Stairs later discovers that Contractor falsely swore to the truth of the statement required by this Section.
8. **Insurance (Construction-Related Projects):** Contractor will, at Contractor’s sole cost and expense,

procure and maintain the following insurance coverages during the Term, and for 5 years thereafter, unless otherwise specified herein, to protect against any claims arising from or in connection with performance of this Agreement by Contractor, Contractor's Staff, or subcontractors, including, but not limited to, claims for bodily injury, property damage and death.

- a. **Environmental:** Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate;
- b. **Builder's Risk:** Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions; and
- c. **Surety Bonds:** Contractor will provide the following Surety Bonds: Bid Bond; Performance Bond; Payment Bond; and Maintenance Bond. The Payment Bond and the Performance Bond will be in a sum equal to the Payment. The Maintenance Bond will be in a sum equal to 10% of the Payment. Bonds will be duly executed by a responsible corporate surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**[Signature required on following page.]**



5110 West Goldleaf Circle  
Suite 150  
Los Angeles, CA 90056-1282  
(323) 421-1100

**By signing below, Bidder acknowledges that Bidder has read the Required Contractual Terms and Conditions specified herein and understands that the provisions set forth in the Required Contractual Terms and Conditions are non-negotiable. While the final agreement may include other terms open for negotiation, Bidder understands that if Bidder is selected as a successful bidder, Bidder will be required to enter into a final agreement with Crystal Stairs that includes the provisions specified above. Finally, Bidder understands that Bidder is subject to disqualification for failure to agree to the Required Contractual Terms and Conditions herein.**

**Bidder Name:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Authorized Signatory

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_