

**WHEATLAND SCHOOL DISTRICT
REQUEST FOR PROPOSAL**

***LONE TREE SCHOOL – FLOORING
REPLACEMENT***



PROPOSAL DUE DATE: May 12, 2011 1:30 p.m.

The WHEATLAND SCHOOL DISTRICT wishes to replace flooring at its Lone Tree School facilities. Your bid submission should include 2 proposals:

I. SCOPE OF WORK

Services to be provided to the WHEATLAND SCHOOL DISTRICT include:

PROPOSAL #1: (what the proposal should include):

Technical Specifications

- Scope of Work (services):
 - Remove existing flooring in the Lone Tree School Kitchen. The kitchen equipment will be removed by District staff prior to the start of work on June 8, 2011 and reinstalled by District staff after completion by July 8, 2011.
 - Complete preparation and installation of new flooring comprised of a commercial grade kitchen flooring that provides a durable, slip-resistant product that prevents harmful bacteria buildup. This preparation/installation must maintain the integrity of the floor drains and cover entire floor plan.
- Scope of Activity (projects)
 - Remove existing flooring
 - Provide and install new flooring
- Support, Training, or Maintenance
 - Warranty product and work for a minimum of 5 years.
 - Training for maintenance, custodial, kitchen staff on floor upkeep and maintenance.

PROPOSAL #2: (what the proposal should include):

Technical Specifications

- Scope of Work (services):
 - Remove existing flooring in the Lone Tree School Kitchen. The kitchen equipment will be removed by District staff prior to the start of work on June 8, 2011 and reinstalled by District staff after completion by July 8, 2011.
 - Complete preparation and installation of new flooring comprised of a commercial grade kitchen epoxy flooring that provides a durable, slip-resistant product that prevents harmful bacteria buildup. This preparation/installation must maintain the integrity of the floor drains and cover entire floor plan.
- Scope of Activity (projects)
 - Remove existing flooring.
 - Provide and install new flooring.
- Support, Training, or Maintenance
 - Warranty product and work for a minimum of 5 years.
 - Training for maintenance, custodial, kitchen staff on floor upkeep and maintenance.

II. STATEMENT OF QUALIFICATIONS

All submissions should include the following information:

- A company profile outlining its history, experience, size, and affiliations.
- An outline of a minimum of three current customers/clients with similar projects in scope and size, including their contact information. These references must include parties in a close proximity with installation of the proposed product that will accommodate site visits between May 4 – May 11, 2011 to confirm the product appearance, installation, durability, and care.
- The names and qualifications of key personnel to be assigned to this project. NOTE: All individuals working on this site must pass a Beale AFB background check in order to be issued a base pass for the construction phase. A pass is required for all individuals even if they only plan on working at the site for one day. The following information for the construction personnel background checks must be provided to Jodie Jacklett @ Lone Tree School by noon on May 24, 2011 upon awarding of the bid: full name as it appears on the driver's license, birthdate, and driver's license number. On June 3, 2011 all construction personnel submitted for clearance must go to the school for paperwork, visit Beale Pass and ID for badges, and return the paperwork to Lone Tree School office between the hours of 7:30 a.m. and 1:00 p.m. Please note that all vehicles must carry proof of current registration and insurance at all times.
- Proof of a State of California contractor's license.
- Proof of continuous Workers Compensation coverage (either copy of previous Insurance Accords or a letter from your provider stating the number of years of continuous coverage will suffice).
- Fingerprinting Notice and Acknowledgement.

III. ADDITIONAL REQUIREMENTS

- a.) Contractor must have direct experience conducting work in similar scope and implementation on at least three projects of equal or greater scope.
- b.) Contractor shall be responsible for responding to all emergencies within two (2) hours of notification during the hours of 7:00am and 5:00pm, Monday through Friday.
- c.) Contractor shall designate one person or representative of the Contractor who is authorized to act on its behalf with respect to this specified work.
- d.) All work schedules of the Contractor shall conform to all applicable ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Facilities Manager who may modify them at any time. No additional costs shall be incurred by the WHEATLAND SCHOOL DISTRICT for any work schedule modifications which do not increase frequencies.
- e.) The Contractor shall plan and conduct work in a manner that will safeguard all persons from injury in accordance with Cal OSHA regulations and shall take precautions required by all other applicable government regulations.

- f.) The Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- g.) The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks the English language proficiently. All contract employees are to adhere to basic public works standards for working attire including: uniform shirts with Contractor's name or logo clearly visible at all times when working at all locations, proper shoes and other equipment required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition.
- h.) All Contractor vehicles are to have a readable sign with Contractor's name or logo and telephone number. Trucks are to be kept in a clean and presentable condition.
- i.) The Contractor must demonstrate they have the technical expertise, experience, facilities, capabilities, and financial resources necessary to perform the work in a satisfactory manner.
- j.) Part of the selection process will include a credit check and financial evaluation of the business.
- k.) Selection will be made by a WHEATLAND SCHOOL DISTRICT Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and/or interview applicants and key personnel. The WHEATLAND SCHOOL DISTRICT retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
- l.) All work performed shall be in compliance with appropriate OSHA standards, as well as all Federal, State, County, and local ordinances and regulations. Contractor must obtain all licenses and permits required and Contractor shall bear the cost for meeting this standard for all employees.
- m.) All work performed and completed under the resulting agreement is subject to the acceptance of the WHEATLAND SCHOOL DISTRICT or its authorized representative.
- n.) Contractor should be able to provide proof that they have had a continuous (type of contractor's license) to provide flooring services for a minimum of five years, without any delinquencies.
- o.) Contractor should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
- p.) Contractors shall furnish to the WHEATLAND SCHOOL DISTRICT, *upon award of contract*, certificate of insurance naming the District as an additional insured party in amounts requested by District and maintain such insurance during term of contract.

IV. EVALUATION CRITERIA

The WHEATLAND SCHOOL DISTRICT reserves the right to cancel this Request for Proposal (RFP) for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The WHEATLAND SCHOOL DISTRICT may select any Option or combination of Options outlined in the scope of work at its own discretion. The WHEATLAND SCHOOL DISTRICT makes no representation that any contract will be awarded to any respondent to this solicitation. The WHEATLAND SCHOOL DISTRICT also reserves the right to reject any and all proposals at its sole discretion.

The contract(s), if awarded, will be awarded to the Contractor whose proposal is considered the best value to the WHEATLAND SCHOOL DISTRICT. Best value will be determined based on price, responsiveness, and responsibility:

- a.) The lowest price is determined by the total cost to the WHEATLAND SCHOOL DISTRICT.
- b.) Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- c.) A responsible Contractor shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.

Thus the result will not be determined based solely on price. Although price is a factor, the WHEATLAND SCHOOL DISTRICT will consider awarding the contract(s) to the Contractor that meets the best interest of the District as interpreted by the WHEATLAND SCHOOL DISTRICT.

The WHEATLAND SCHOOL DISTRICT reserves the right to remove services at any particular facility. The final determination of location, dates, times, and services provided will be incorporated into the final agreement for services (contract).

V. PRE-PROPOSAL BIDDERS CONFERENCE

A pre-proposal bidders conference will take place on Monday, May 2, 2011 at 3:00 p.m.

Date & Time: Monday, May 2, 2011 @ 3:00 p.m.

Location: Lone Tree Office, 123 Camp Beale Highway, Beale AFB, CA 95901. This school site is located on Beale Air Force Base and all vehicles must enter through the Wheatland Gate.

Prospective Contractors must send their questions and an email RSVP to the contact person listed by Thursday, April 28 at 1:00 p.m. This school site is on a military installation and in order to gain access the RSVP must contain list of individuals attending the bidders conference, complete with driver's license numbers, full name (as appears on driver's license), and birthdate. The military will do an initial background check prior to granting access to the base.

At the Monday, May 2, 2011 bidders' conference, you will be provided a floor plan.

VI. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Statement of Qualifications including references that comprise parties in a close proximity with installation of the proposed product that will accommodate site visits between May 4 – May 11, 2011 to confirm the product appearance, installation, durability, and care.
- Scope of Work
- Detailed Cost Estimate
- Attached Proposal Forms
- Workers Compensation History
- Key Employee Information

VII. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a.) **Contract Term.** The term of the agreement resulting from this solicitation will be one-time. The contract is expected to start after board approval on May 19, 2011 with on-site work to begin no later than June 8, 2011 with completion and final walkthrough no later than July 8, 2011.
- b.) **Project Schedule.** Upon receipt of proposals, and suitable review, WHEATLAND SCHOOL DISTRICT expects to select a Contractor. Once selected, Contractor and WHEATLAND SCHOOL DISTRICT will complete contract and agree upon start date and work schedule. WHEATLAND SCHOOL DISTRICT desires for work to begin May 19, 2011 with on-site work to begin no later than June 8, 2011 with completion and a final walkthrough no later than July 8, 2011. A 1% contract penalty per day will be assessed for late completion of the work.
- c.) **Contract Form.** The final contract(s) will incorporate the appropriate terms and conditions from this solicitation.
- d.) **References.** To receive consideration, proposals must clearly and specifically address how the requirements for each item will be met. Proposal must include a Statement of Experience and three references including contact information from projects similar to ours which we may contact as references.
- e.) **Submission Instructions:** Before submitting a proposal, Contractors shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. FIVE proposals must be submitted in a sealed envelope, clearly marked "**Lone Tree School – Flooring Replacement**" to:
Wheatland School District, 111 Main Street, Wheatland, CA 95692

No responsibility will attach to a WHEATLAND SCHOOL DISTRICT employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a WHEATLAND SCHOOL DISTRICT Evaluation Team.

- f.) **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than Thursday, May 12, 2011 at 1:30 p.m. A proposal may be withdrawn by written request received from the WHEATLAND SCHOOL DISTRICT prior to the time set for the closing date.
- g.) **Proposal Validity.** Proposals must be valid for a period of not less than ninety days after the solicitation closing date.

Contact Information. Jodie Jacklett – Principal is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email or fax. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the WHEATLAND SCHOOL DISTRICT. All questions and responses will be posted and shared with all participants, applicants and Contractors. Jodie Jacklett's contact information is: email jjacklett@wheatland.k12.ca.us, Phone Number (530) 788-0248, Fax Number (530) 788-0518.

All questions subsequent to the bidders' conference, must be received in writing (via fax or email) by May 6, 2011 and will be responded to in the same form as received.

**WHEATLAND SCHOOL DISTRICT
PRICE PROPOSAL FORM**

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(This form should be included with your Proposal along with a Detailed Cost Estimate)

The undersigned has carefully checked all figures in his/her proposal and understands the Wheatland School District will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

RFP NAME: _____

FIRM NAME: _____

CONTACT NAME: _____

ADDRESS OF FIRM: _____

TELEPHONE _____

EMAIL ADDRESS: _____

FEDERAL ID NUMBER: _____

DUNS NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

MONTHLY RATE: _____

IDENTIFY THE HOURLY RATE AT WHICH THE WHEATLAND SCHOOL DISTRICT WILL BE INVOICED FOR TIME AND MATERIALS ARISING FROM SERVICES THAT ARE OUTSIDE THE SPECIFICATIONS OF THE ABOVE SERVICES:

LABOR RATE \$ _____ PER HOUR

PLEASE LIST 3 REFERENCES WITH LOCATION AND TELEPHONE NUMBER:

Insurance Requirements for Contractors/Consultants

Contractor shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. If Contractor fails to maintain the Insurance provided herein, WHEATLAND SCHOOL DISTRICT may secure such insurance and deduct the cost thereof from any funds owing to Contractor.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |

If the contractor maintains higher limits than the minimums shown above, the WHEATLAND SCHOOL DISTRICT shall be entitled to coverage for the higher limits maintained by the contractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the WHEATLAND SCHOOL DISTRICT. At the option of the WHEATLAND SCHOOL DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the WHEATLAND SCHOOL DISTRICT, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the WHEATLAND SCHOOL DISTRICT guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The WHEATLAND SCHOOL DISTRICT, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the WHEATLAND SCHOOL DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the WHEATLAND SCHOOL DISTRICT, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the WHEATLAND SCHOOL DISTRICT for all worked performed by the contractor, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the WHEATLAND SCHOOL DISTRICT.

Verification of Coverage

Contractor shall furnish the WHEATLAND SCHOOL DISTRICT with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the WHEATLAND SCHOOL DISTRICT or on other than the WHEATLAND SCHOOL DISTRICT forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the WHEATLAND SCHOOL DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The WHEATLAND SCHOOL DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

California Bid Bond

Bond No. _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereinafter called the PRINCIPAL, and _____

_____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, as SURETY, are held and firmly bound unto _____ Wheatland School District _____, as OWNER, hereinafter call the OBLIGEE, in the sum of _____ dollars (\$ _____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Wheatland School District said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if said Proposal shall be rejected, or in the alternate, if said Proposal shall be accepted and the PRINCIPAL shall sign and deliver a Contract to OBLIGEE, in the form of Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all completed in accordance with said Proposal) to OBLIGEE, and shall in all other respects perform the agreement created by the acceptance of said Proposal;

Then, this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL hereunder shall be the amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal, and said SURETY does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed and sealed this _____ day of _____, 2011.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$ _____.

Address of surety for service of notice:

