

Request for Proposal–JCSDFB Warehouse Facility Repairs–RFP No.JCSDFB-17-2012



Date: December 14, 2011

SUMMARY SHEET

The Jacobs and San Diego Food Bank (JCSDFB), a non-profit entity incorporated in 1977 provides food to over 350 non-profit partners for their feeding programs throughout the County of San Diego, CA. The Food-Bank believes adequate food and shelter are the vital keys to empowering hungry individuals in becoming productive citizens. The JCSDFB facility is a supportive and nurturing environment; and, all people are consistently encouraged to reach their highest potential through initiative and creativity. The Food-Bank staff facilitates this growth with friendliness and optimism for each individual, helping them to regain their dignity and hope.

The JCSDFB operates a 72,000 sq. ft. warehouse which distributes approximately 1,665,839 pounds of food products each month to agencies and clients throughout the County of San Diego, CA. In addition, the Food Bank operates a number of food distribution and outreach programs to assist those in need. Therefore, in order for the Food Bank to increase its capacity to serve the needy in the County of San Diego, the facility will undergo needed repair/renovation on its receiving docks, and roadways, sorting/repack room and racking systems.

The JCSDFB is soliciting proposals from entities for **Warehouse Facility Repairs**. A summary of work is contained in the Scope of Work Section (Exhibit A) of the Request for Proposals. Interested and qualified firms including disadvantaged and women owned small businesses are invited to submit a proposal. An electronic copy (in PDF format) of the solicitation packages with complete instructions is available on the following websites: www.sandiegofoodbank.org and www.thebluebook.com.

Responses marked “**Warehouse Facility Repairs (JCSDFB-17-2012) RFP documents – Do Not Open**” will be received on or before **Tuesday, January 17, 2012 at 2:00 PM (PST)**. Late proposals will not be accepted.

JACOBS & CUSHMAN SAN DIEGO FOOD BANK

**DECEMBER 2011
Jacobs & Cushman San Diego Food Bank
Request for Proposal for Warehouse & Facility Repairs**



REQUEST FOR PROPOSAL NO JCSDFB-17-2012

FOR

JACOBS & CUSHMAN SAN DIEGO FOOD BANK

Project Name: Warehouse & Facility Repairs Project

Proposal Due Date: January 17, 2012

Proposal Due Time: 2:00 PM, PST

Proprietary and Confidential

**JACOBS & CUSHMAN SAN DIEGO FOOD BANK
BUSINESS OFFICE, FINANCE AND ADMINISTRATION**

Release Date: December 14, 2011

**Mailing Address: Stephen Darbeau
Finance & Administration Department
9850 Distribution Avenue
San Diego, CA 92121**

**Delivery Address: Stephen Darbeau
Finance & Administration Department
9850 Distribution Avenue
San Diego, CA 92121**

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Request for Proposal for Warehouse & Facility Repairs**

REQUEST FOR PROPOSAL PROCESS

1.1 GENERAL INFORMATION

For purposes of clarity and uniformity in this RFP, only the term "Agency" will be used herein. All proposals, to be considered, must be submitted on or before 17th day of January, 2012, to the attention of Stephen Darbeau, Jacobs & Cushman San Diego Food Bank (JCSDFB), 9850 Distribution Avenue, San Diego, CA 92121. **Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, the Agency will not open such proposal; and in such event the Agency will not consider the proposal regardless of the reason for the late submission thereof. All proposals will be date/time stamped to indicate the date and time of receipt thereof.** General questions should be directed to Stephen Darbeau at 858-527-1419. Technical questions should be directed to Casey Castillo and Will McHenry at 858-527-1419.

1.2 ADDITIONAL INFORMATION

The Agency, a non-profit entity incorporated in 1977 provides food to over 350 non-profit partners for their feeding programs throughout the County of San Diego, CA. The Agency believes adequate food and shelter are the vital keys to empowering hungry individuals in becoming productive citizens. The Agency's facility is a supporting and nurturing environment; and, all people are consistently encouraged to reach their highest potential through initiative and creativity. The Agency's staff facilitates this growth with friendliness and optimism for each individual, helping them to regain their dignity and hope. .

The Agency operates a 72,000 sq. ft. warehouse which distributes approximately 1,665,839 pounds of food products each month their non-profit partners and clients throughout the County of San Diego, CA. In addition, the Agency operates a number of food distribution and outreach programs to assist those in need. Therefore, in order for the Agency to increase its capacity to serve the needy in the County of San Diego, the facility will undergo needed repair/renovation on its receiving docks, and roadways, sorting/repack room and racking systems.

The Contractor will be responsible for providing goods and services ancillary to the operation of a federally funded Community Development Block Grant (CDBG) Program, administered by the auspices of the City of San Diego City. The Community Development Block Grant (CDBG) funds will finance the Agency's Warehouse/Facility Repair Project and thus require that each bid submitted must explicitly state that this bid has been prepared to include the following:

- **Davis-Bacon Act Federal Prevailing Wages (SB975, Labor Code Section 1720)**
- **Section 3 of the Housing and Urban Development (HUD) Act (12 U.S.C. 1701u and 24 CFR Part 135)**

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The Agency reserves the right to contact any contractor for clarification of information submitted, to contact current and past customers of the contractor referenced in the proposal, and to use other sources of obtaining information regarding the contractor, which may be deemed appropriate and would assist in the evaluation. In addition, the Agency reserves the right to negotiate any point in the proposal or the subsequent contract with the contractor. If any errors are discovered in the pricing submitted. The Agency will revert to the unit price and calculate a revised total based upon the unit price submitted. Contractors are encouraged to present any information about additional features or services that they believe make their products and/or services the best choice for the Agency.

1.3 APPLICABLE LAWS

Selected contractors will abide by all applicable federal, state, county, and city laws and regulations and will obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or to keep current) these requirements may result in termination of any agreement entered into. Any agreement resulting from this RFP will be governed by the laws of the State of California. Venue for any legal proceedings, mediation or arbitration which may arise out of this contract will be San Diego County, California.

2.0 SCOPE OF WORK

1. (SEE EXHIBIT A)

3.0 EVALUATION AND SELECTION PROCESS

Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:

1. Expertise, experience, and qualifications of the contractor's record in each relative discipline for providing the services described in Section 2.0, Scope of Work.
2. Geographic location of the contractor's office where work will be performed in relation to the project location(s).
3. Current and projected work load, plan to complete the work and ability to complete the work in a timely manner.
4. Expertise and past experience of the contractor in providing services on projects of similar size, scope and features as those required on this project.
5. Qualifications and experience of the contractor's project manager to be assigned to this project.
6. Contractor's recent (past 5 years) experience / history in working on construction projects within an established "Design-not-to-exceed" budget.

7. Contractor's experience in providing services in conformance to the State's Construction and Capital Outlay procedures including Codes, Standards, Accessibility and Building Efficiency.
8. Use of small businesses and businesses owned by women and minorities as contractors, subcontractors, suppliers or support services.
9. Size of the firm relative to the size of the project(s).
10. Financial Responsibility as evidenced by the contractor's carrying Professional Liability Insurance.

Generally, the selection committee will consider the contractor's overall suitability to provide the required services within the project's time, budget and operational constraints, and it will consider the comments and/or recommendations of the contractor's previous clients, as well as other references.

4.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The Agency is an Equal Opportunity Employer and, as such, expects contractors to comply with the following request. The contractor, in bidding and/or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly related to employment because of race, religion, color, sex, age, handicap, veteran status or national origin. The contractor further agrees that every sub-contract order given for the supplying of this order will contain a provision requiring non-discrimination pursuant to Federal Executive Order 11246 as amended, and any breach thereof may be regarded as a material breach of the contract or purchase order.

5.0 PROPOSAL CONTENT

The information provided herein is intended to assist contractors to respond properly to this Request for Proposal. The Agency believes that this RFP provides interested contractors with sufficient information to submit proposals that meet minimum requirements. However, it is not intended to limit a proposal's content or to exclude any relevant or essential data. Contractors are encouraged to include additional information that will substantiate their service capabilities, product quality, and support commitment.

5.1 RIGHT TO ACCEPT OR REJECT

The Agency reserves the right to select one, several, or none of the proposals submitted. The Agency may award a contract based upon initial proposals received without further discussion of such Proposals. Accordingly, each initial proposal should be submitted with the contractor's most favorable price and service capabilities. Furthermore, the Agency reserves the right to accept or reject all or parts of any proposal received and to waive any informality or technicality in any proposal received. Price alone will not be the sole determining factor in the selection process. All proposals should be valid for a

period of at least 180 days from the proposal due date. Any exceptions to this request must be addressed by the contractor in their proposal. The JCSDFB reserves the sole right to determine what is considered "equivalent" or "equal." The Agency also reserves the right to request samples for testing and evaluation. Any request will be reasonable in quantity, as deemed by the Agency, so as not to cause any unique financial hardship or burden to the contractor but any such request will not be billable to the Agency and any contractor that fails to supply samples upon request may be excluded from further consideration.

6.0 INDEMNIFICATION

The contractor shall indemnify and hold harmless the Agency, its officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the contractor, or (b) by any act, error or omission on the part of the contractor, its agents, employees, or subcontractors.

7.0 EXPENSES

Expenses for developing the proposals and answering the Agency's questions are entirely the responsibility of the contractor and shall not be chargeable, in any manner to the Agency or the State of California.

8.0 CONTRACTOR AFFIDAVIT (EXHIBIT)

Each contractor is required to submit with their proposal an affidavit stating that neither they nor their agents, nor any other party for them, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in securing this purchase and further agrees that no such money or reward will be hereafter paid.

9.0 PROPRIETARY INFORMATION

All proposals will be open for public inspection at the conclusion of the evaluation period. Any contractor wishing to view the documents may do so by contacting the Finance Department in advance. Trade secrets, test data, or other similar proprietary information, will remain confidential TO THE EXTENT PERMITTED BY CALIFORNIA LAW provided such material is clearly marked as such. Any portion of the proposal which can be considered a trade secret in the context defined by the California revised code should be so marked. However, any proposal that indicates that the majority or entire contents are secret may be considered non-responsive and rejected.

10.0 CONTACT PERSON

Contractors must identify by name, title, and telephone number, the person (s) in their organization to whom the Agency can address questions during the evaluation of proposals.

11.0 GUARANTEES AND/OR WARRANTIES PROVIDED

Contractors must provide specific information on any warranties/guarantees provided and state the terms and conditions of the warranties/guarantees that are being offered.

12.0 AGENCY RESPONSIBILITIES

This document is mailed as a courtesy. The Agency assumes no responsibility for failure to send it to all interested agencies or companies. Other interested contractors may pick up copies of these specifications by contacting the Agency Procurement Manager. This document is also available at the following websites: www.thebluebook.com and www.sandiegofoodbank.org.

Responses to these specifications, plus any additional information presented, will be used by the Agency to select the successful contractor.

The Agency will not be responsible for any oral instructions, nor should a proposal be based upon verbal information from any employee of the Agency unless authorized by the Vice President of Finance and Operations in advance.

13.0 ASSIGNMENT

Any agreement entered into because of this solicitation may not be assigned in whole or in part, without the expressed written consent of the Agency.

14.0 INDEPENDENT CONTRACTOR RELATIONSHIP

The contractor is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the contractor nor anyone employed by it shall be, represent, act, or purport to act or be deemed the agent, representative, employee, or servant of the Agency.

The contractor selected on this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, or insurance that may be required by the Agency, the City of San Diego, The State of California, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

ARTICLE XIV – SUBCONTRACTORS

14.1 Required Language. Agency shall ensure that all subcontracts entered into in connection with this Agreement contain the information described in Sections 8.1, 8.2, 8.3, 8.4, 8.6, 9.1, 9.4, 9.5, 9.7, 9.8, 9.9, 9.10, 9.11, 10.3, 10.4, 10.6, 10.7, and 17.4 of this Agreement, and provide as follows:

14.1.1 Subcontractor shall obtain all insurance required in Sections 6.3, 6.4, and 6.5 of the City's Agreement with Agency, and shall maintain, in full force and effect, such insurance during and all work performed in connection with the City's Agreement with Agency. Subcontractor shall not begin work on a subcontract until all insurance required of the Subcontractor under this Section has been obtained.

14.1.2 In any dispute between Agency and Subcontractor pertaining to the City's Agreement with Agency, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. Agency shall defend and indemnify the City (as described in Section 13.1 of the City's Agreement with Agency) in any dispute between Agency and Subcontractor, should the City be made a party to any judicial or administrative proceeding to resolve the dispute.

14.2 Contract Activity Report. Within ten calendar days of a written request by the City, Agency shall provide the City:

- (a) Statistical information (as described in the City's Contract Activity Report), including the amount of subcontracting provided by firms during the period covered by the Contract Activity Report; and
- (b) An invoice from each Subcontractor listed in the Contract Activity Report.

14.3 Prohibition on use of Certain Subcontractors. Agency shall not employ, award any contract to, engage the services of, or fund any Subcontractor, during any period of federal, state, or local debarment, suspension, or ineligibility of Subcontractor, when Agency has notice (actual, constructive, or implied) of such debarment, suspension, or ineligibility. Agency shall submit the attached certification [Exhibit F] to show compliance with this section.

15.0 INSURANCE REQUIREMENTS AND SAFETY

Contractor shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

A. Commercial General Liability: (including, without limitation, Contractual Liability, Personal Injury, and Products/Completed Operations coverage written on an "occurrence," not "claims made" basis): two million dollars (2,000,000) combined single limit.

1. The deductible or self-insured retention on this Commercial General Liability policy shall not exceed five thousand dollars (\$5,000) unless

previously approved by the Agency in writing.

2. The Commercial General Liability policy shall be endorsed to include the Agency, its agents, officers and employees as additional insured as required by the Agency.
3. The coverage provided to the Agency, as an additional insured, shall be primary.

B. Commercial Automobile Liability: Covering Owned, Non-Owned, or Hired Automobiles written on an "occurrence," not "claims made" basis in the amount of two million dollars (\$2,000,000) combined single limit for bodily injury and property damage.

C. Worker's Compensation and Employer's Liability: In the amounts required by California State law, but not less than one million dollars (\$1,000,000) Employer's Liability. Such coverage includes a waiver of subrogation endorsement in favor of the Agency.

D. Professional Liability Insurance: If Contractor provides professional services, then Contractor shall provide coverage in the amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) aggregate.

The above insurance requirements are considered minimum levels and the Agency reserves the right to negotiate additional types of coverage or higher levels of coverage with the successful contractor(s)

The Contractor agrees to furnish insurance certificates to the Agency prior to the commencement of any work on this project.

The Contractor, its employees and subcontractors shall comply with the Agency's safety procedures while on the Agency's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to the contractor prior to the start of work on the Agency's premises.

16.0 REFERENCES

All contractors should keep on file with the Agency, a list of current and past clients and provide updates at the Agency's request, with at least the following information:

1. The name, address, and telephone number of individual responsible for the program.
2. The size and age of the account.

Note: All new contractors must provide the reference list with their proposal.

17.0 REQUIRED DOCUMENTATION

- A. Proposals shall be submitted in a sealed envelope marked on the outside with the contractor's name and address and proposal number RFP# JCSDFB-17-2012 to:

Jacobs & Cushman San Diego Food Bank
Stephen Darbeau
9850 Distribution Avenue
San Diego, CA 92121

- B. Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- C. Proposals will be received at the above address until 2:00 p.m. on January 17, 2012 at which time they will be publicly opened. **Proposals received after the published time date will not be considered. Faxed or email proposals will not be accepted.**

NOTE: This project is moving forward with LEED certification under LEED 2009 for existing buildings; therefore, all work must meet the associated credit and prerequisite requirements for the work performed. More details of these requirements and the associated documentation will be expounded in a future addendum to the RFP.

EXHIBIT A

SCOPE OF WORK

As required by the JCSDFB via the Scope of Work (SOW) the following improvements are required for the Repair/Renovation of the facility:

1 ROADS

- Replace existing road on the south side of the building from driveway to the end of the road with concrete.
- Replace North West corner slope with concrete.
- Replace the lower half of south west ramp with concrete.
- Widen the front-end entrance ramp on the south side of the food-center to the level of the floor to access all three (3) roll-up doors.

2 DOCKS

- Reconfigure seven (7) new docks on the south side to accommodate more trucks.
- Tear down front wall to accommodate new docks.
- Fence-off new docks to include a gate.
- Cut side walls to contour with the slope.
- Demolish front wall.
- Frame and permanently secure dock on north side of the building.
- Level dock road on north side of the building adjacent to pre-sort room to accommodate salvage trailer

3 RACKING

- Install push racking system in cooler located inside of the warehouse on the north side.

4 FOOD-CENTER

- Replace current workstation with two (2) stand-up workstations on the east side of the building.

5 OUTSIDE STORAGE ROOM

- Remove, demolish, and dispose of existing outside storage room on the north side of the building adjacent to T-Mobile. This includes properly disconnecting all electrical and heating system connections.

6 REPACK

- Construct new repack room in warehouse area to include installation of floor drains; and plumbing with new sink.
- Re-open and construct new roll-up door north east inside warehouse to allow forklift access.

7 INSPECTIONS

- The completed projects shall include all inspections necessary to ascertain the disposition of the entire space for the approval by the Jacobs & Cushman San Diego Food Bank (JCSDFB) project team.
- Acceptance of project services shall be based on demonstration to the JCSDFB team that the services have been completed with no defects or abnormalities.
- JCSDFB inspections are for the sole benefit of the food-bank, and do not relieve the Contractor from contractual obligations and adequate quality control measures.

SPECIAL PROVISIONS

- The contractor shall propose a firm, fixed price to accomplish this repair and replace project. This price shall include all labor, supervision, common equipment, rentals, materials, and supplies and shall include all considerations for administration, overhead, and profit.
- All contractor personnel proposed to work under this contract must comply with JCSDFB safety rules & regulations.

- Any damage done to existing surfaces not impacted by the renovation, as a result of work performed under this specification, shall be repaired by the contractor, at no additional cost to the food-bank. All such repairs shall be brought up to a condition equal in appearance to that at the start of this contract and shall be approved by the JCSDFB executive. Contractor must comply with all OSHA standards during the project.

8 PERMITS

- The contractor shall be responsible for obtaining any permits, approvals, and authorizations necessary to initiate any work and complete projects at JCSDFB.