

Request for Proposal
Replacement of Pole Shed
for the
Darlington Community School District
Darlington, Wisconsin 53530

Date RFP released: May 1, 2019
Proposal Due: May 22, 2019 at 4:00 PM

A. INSTRUCTIONS

Qualified firms are invited to submit proposals to the Darlington Community School District ("District") for the construction of a 60' x 80' x 17'8" floor to truss pole shed structure to replace a similar pole shed (previously 30' x 60' x 14') used by the Maintenance Department, such construction to be in accordance with all bidding requirements and the approved drawings and specifications ("Project"). In addition, the District is **requesting an alternative bid for the construction of a 30' x 60' x 14' pole shed structure**. The District's objective in issuing this Request for Proposal ("RFP") is to obtain competitive bids from which it will select a single contractor ("Contractor") to provide construction in accordance with contract requirements and applicable laws.

Shed 60' x 80' x 17'8"

Exterior Building Details

- 60' x 80' x 17'8" with 13' 8" floor to truss
- Metal siding
- Metal roof with ridge vent
- 2' roof overhang with soffit
- (4) exterior lighting fixtures with day/night occupancy sensors, located over 14' doors, 3' doors, and (2) 12' cold storage doors.
- Gutters and downspouts

Doors and Windows

- (2) overhead insulated doors 12' x 12'
- (4) overhead insulated doors 10' x 10'
- Price doors electric opener and manual opener
 - Will provide remotes for each electric door
 - Install interior wall mounted door opener push buttons
- 12' x 12' doors opposite of each other to allow vehicles to drive through
- 1 set of 10' x 10' doors opposite each other to allow pass through
- (2) 36" x 80" insulated entrance doors with MBS door handles to fit district's key core system

- (3) 3' x 4' opening windows

Interior Details

- Metal ceiling installed and insulated at 13' 8"
- Divider wall insulated and installed between 12' x 12' non insulated doors and rest of building
- Provide pricing for fiberglass insulation and spray foam insulation of building
- Metal panel finished interior walls
- 5" Cement pad flooring for entire shed
- Provide two options for heat
 - In floor heating and all materials needed to heat
 - Suspended gas fired unit heater and all materials needed to heat
- Disconnect and reconnect existing electrical power, verify power supply is adequate for new building, or provide pricing to fit load of new building.
- (20) 20 amp outlets to be installed in locations decided by district
- Lighting fixtures provided by district, installed by contractor
 - 6 bulb 32 watt T8 fixtures 110 VAC provided fixtures
- Provide pricing to run city water to shed
- Provide pricing to plumb 4 cold water faucets to be located by district
- Provide pricing to plumb and install central located water drain basin to be run out and under building into proper exterior drainage field

Exterior grounds detail

- Demolish existing white shed
- Provide pricing for preparation and installation of two areas of blacktop parking surface (see picture)
 - (1) 20' x 60'
 - (1) 20' x 100'

Shed 30' x 60' x 14'

Exterior Building Details

- 30' x 60' x 17' 8" with 13' 8" floor to truss
- Metal siding
- Metal roof with ridge vent
- 2' roof overhang with soffit
- (4) exterior lighting fixtures with day/night occupancy sensors, located over 12' door, 3' doors, and (2) 10' doors.
- Gutters and downspouts

Doors and Windows

- (1) overhead insulated door 12' x 12'
- (2) overhead insulated doors 10' x 10'
- Price doors electric opener and manual opener

- Will provide remotes for each electric door
- Install interior wall mounted door opener push buttons
- (2) 36" x 80" insulated entrance doors with MBS door handles to fit district's key core system
- (3) 3' x 4' opening windows

Interior Details

- Metal ceiling installed and insulated at 13' 8"
- Divider wall insulated and installed between 10' x 10' doors.
- Provide pricing for fiberglass insulation and spray foam insulation of building
- Metal panel finished interior walls
- 5" Cement pad flooring for entire shed
- Provide two options for heat
 - In floor heating and all materials needed to heat
 - Suspended gas fired unit heater and all materials needed to heat
- Disconnect and reconnect existing electrical power, verify power supply is adequate for new building, or provide pricing to fit load of new building.
- (20) 20 amp outlets to be installed in locations decided by district
- Lighting fixtures provided by district, installed by contractor
 - 6 bulb 32 watt T8 fixtures 110 VAC provided fixtures
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Exterior grounds detail

- Demolish existing white shed
- Provide pricing for preparation and installation of two areas of blacktop parking surface (see picture)
 - (1) 20' x 60'
 - (1) 20' x 100'

The District reserves the right to reject any or all proposals, to award Project components by component, group of components, or total Project, to accept any or all alternatives, to accept any proposal in whole or in part, to waive any irregularities or informalities which are in the best interest of the District, and to weigh proposal elements as deemed beneficial to the District. Any award shall be to the Contractor that the District considers the lowest responsible bidder.

B. PROPOSAL SUBMISSION

To be considered by the District, a copy of the complete proposal must be received no later than **4:00 p.m., May 22, 2019**. Proposals should be addressed to:

Darlington Community School District
Attn: Dr. Denise Wellnitz, District Administrator
11630 Center Hill Road
Darlington, Wisconsin 53530
or
wellnitzd@darlington.k12.wi.us

The lower left corner of the submittal envelope should be marked: POLE SHED CONSTRUCTION PROJECT. Bids must be signed by an authorized individual. Oral, telephonic, telegraphic, or facsimile proposals will NOT be accepted. Submitted bids become the property of the District and will not be returned. Further, all submitted bids become subject to the Freedom of Information Act, unless the District reasonably believes that Contractor satisfies exemption criteria and rejects disclosure on such basis.

C. LATE PROPOSALS

Each bidder is responsible for timely submission of its bid. Bids or revisions to bids received after the date and time specified above will be rejected for consideration by the School District. Any rejected proposals will be returned to the bidder unopened. The School District is not liable for any delivery or postal delays.

D. WITHDRAWAL OF BIDS

Bids may be withdrawn by written notice received at any time prior to the submission deadline. Bids may also be withdrawn in person, provided that the firm's representative signs a receipt for the bid prior to the submission deadline. Bids that are not so withdrawn shall constitute a firm offer for a period of sixty (60) days to perform the work contained therein and/or required by this RFP.

E. QUESTIONS CONCERNING THIS RFP

Inquiries may be made to Mr. Lee Black, Building & Grounds Supervisor at the address above, via telephone at (608) 482-1672, or via email at blackl@darlington.k12.wi.us. All such inquiries must be made no later than three (3) business days prior to the deadline for submission. Information about the District is available during business hours between 8:00 a.m. – 4:00 p.m. by phone at 608/776-2006, option 3. A meeting and walk through of the site will be May 9, 2019 at 2:00 PM.

F. ECONOMY OF PREPARATION

Bids should be prepared simply, providing a concise description of the Contractor's ability to meet the requirements of this RFP.

G. BID SIGNATURE

Part 4 - Bid Summary, should be signed by the person responsible for the decision as to services and costs being offered. (In the case of a joint proposal, each party must certify those services and costs being offered by its own firm. Unless otherwise agreed by the District in writing, each party to a joint proposal will be jointly and severally responsible for all services offered in the proposal, regardless of who produces them.)

H. PRIME RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all services offered in the bid, regardless of who actually provides such services and whether the selected Contractor utilizes separate consultants or subcontractors. The selected Contractor shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

I. BID PREPARATION COSTS

All costs incurred for bid preparation, site visitation and investigations, initial engineering analyses, presentations, or contract negotiation, are the responsibility of each respective Contractor and will not be reimbursed by the District.

J. ACCEPTANCE OF BID REQUIREMENTS

The contents of the selected firm's bid will become contractual obligations when a contract is issued, except with regard to particular contents which are rejected by the District. Failure of the successful firm to abide by such obligations will result in cancellation of the award. It is the responsibility of each bidder before submitting a bid to: (a) examine and carefully study the requirements of this RFP, Contract Documents, and any other related data identified therein, (b) visit the site to become familiar with the work and to satisfy bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the work (the bidder's proposal shall be deemed to be based upon all such conditions that could have been reasonably identified by such visit(s)), (c) become familiar with and satisfy bidder as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work, (d) promptly give the District written notice of all conflicts, errors, ambiguities, or discrepancies that bidder discovers in this RFP and/or the Contract Documents and confirm that the written resolution thereof by the District is acceptable to Bidder, and (e) determine that the RFP and Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the work. Request for Clarification/Addendum. Bidders must examine this RFP and Contract Documents and otherwise satisfy themselves as to the

scope of the work and their respective responses. After submission of bids, the District will not entertain any complaint or claim that the terms of the RFP or Contract Documents were misunderstood. Bidders may request clarification of information within the any such documents. All such requests should be made in email to Doug Pennington at the email address given in Paragraph E, above, with the subject line "Pole Barn Construction Project." If it becomes necessary to revise any part of the RFP or Contract Documents, by addition, deletion, clarification, or correction, notice of the revision will be made available upon an appropriate request. The District may, but shall not be required to, deliver clarifications or addenda by regular mail or other method. It is each bidder's responsibility to ensure that it has received all issued clarifications and addenda.

K. PROPOSED PROJECT

A proposed project schedule must be provided for the Contractor's scope of work required or permitted by this RFP. The District and all contractors recognize that this schedule may be modified by the District, in its sole and reasonable discretion, to suit its particular needs.

L. PROOF OF INSURANCE

Prior to beginning work, the selected Contractor will be required to provide a certificate of insurance evidencing insurance coverage in types and amounts required by law or the Contract Documents, whichever is greater. Any consultants or subcontractors of the Contractor shall provide insurance Page 5 coverage at least equal to that provided by the Contractor, and those consultants or subcontractors shall also provide certificates of insurance to the District. Insurance must be occurrence-based and maintained throughout the project and for a period of not less than 12 months beyond the date of completion, or claims-made and maintained throughout the project and for a period of not less than 6 years beyond the date of completion. Certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled, reduced, or allowed to expire until at least 60 days' prior written notice has been given to the District.

M. FEE SCHEDULE

The District will make payments to the Contractor as set forth in the Contract Documents. All costs shall be itemized on a single invoice so that the District may issue one monthly check to the Contractor. The specific day of the month on which invoices are to be received, and checks released, will be set forth in the contract.

N. TAXES

The bid shall be deemed to include all applicable sales, use, excise and other taxes required by law. The District, upon request, will provide a properly executed tax exemption certificate, but the District makes no representation that a Contractor may utilize such information to avoid tax liability.

O. BID BOND AND PERFORMANCE/PAYMENT BONDS

The Contractor shall be required to provide a bid bond in the minimum amount of five percent (5%) of the total capital costs associated with the bid, in accordance with MCL 380.1267. Performance and Payment Bonds are also required in accordance with MCL 129.201, et seq, except that bonds shall cover 100% of Contractor's bid amount. Bond costs shall be deemed included within the bid price.

P. COLLUSIVE BIDDING AND RELATIONSHIP DISCLOSURE

The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

Q. FAMILIAL DISCLOSURE STATEMENT

Each bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Contractor and any member of the board or Superintendent. Bids not accompanied by a sworn and notarized statement will not be accepted by the board.

R. WAIVER OF CLAIMS

The Contractor, by its submission of its bid, releases the District and its Board members, administrators, employees and agents from any claims arising out of, and related to, the RFP process and the selection of a Contractor.

S. COMPLIANCE WITH THE LAW

The bidder shall comply with all applicable federal, state and local laws, rules, regulations and policies, including but not limited to, **Code of Standards**

- Installation should meet or exceed all relevant building codes of the Town of Darlington and the State of Wisconsin.
- Installation must conform to Occupational Health and Safety Administration (OSHA) directives.
- Installation must conform to Wisconsin Department of Safety and Professional Service (WDSPS).

T. BID AMOUNT

The bid sum shall be identified as a total dollar amount, but the bidder is encouraged to provide an explanation how its costs have been computed, including, without limitation, separate line items for materials, equipment and labor. Other pricing methods and alternates may be

considered, but only if the bidder is first considered responsive to the pricing requirements identified above.

U. REQUEST FOR BIDS
FOR POLE SHED CONSTRUCTION PROJECT
PART 2 -- BID REVIEW AND SELECTION PROCESS

Time Frame for Contractor Selection It is the intent of the District to select a contractor according to the following schedule:

- May 1, 2019 RFP is released.
- May 22, 2019 Bids are due, opened and read aloud.
- May 24, 2019 District administrators review bids for responsiveness and responsibility.
- June 5, 2019 If requested, post-bid interviews to occur.
- June 2019 Board Building & Grounds Committee review proposals.
- July 2019 Board of Education may select a Contractor.
- TBD Contractor begins work.

Except for the due date for bids, the District may modify or eliminate any portion of the above schedule in its sole discretion and to the extent consistent with law.

V. REVIEW AND SELECTION PROCESS

The District reserves the right to reject any or all bids that are determined not to be in the best interests of the District. The District will not necessarily select the lowest bidder, but will choose the lowest responsible bidder.

W. INTERVIEWS

It is expected that one or more Contractors providing bids within an acceptable range of costs may be invited for interviews with District administrators and consultants. Those Contractors may be asked to (but shall not have the right to) make a brief presentation to District administrators or the Board of Education and/or answer any questions that may exist about their bid.

X. EVALUATION CRITERIA

The District will evaluate Contractors' bids based on cost and responsibility factors, including but not necessarily limited to the following:

- Cost: The total cost for all services and as broken down among the various project elements.
- Adherence to RFP: Conformance, in both content and presentation, to the parameters established in this request.

Relevant Experience: Contractor's relevant experience with the required work, including, if applicable, work at K-12 public school facilities of comparable size and complexity.

Qualifications: Qualifications and experience of the Contractor's key staff to be assigned to the project.

Timeliness: The Contractor's ability to complete work specified in this RFP in a timely fashion.

Responsiveness: The Contractor's ability to meet quickly with District officials, contractors, etc. when necessary.

Team Compatibility: The Contractor's ability to work with students, District employees, parents, community members, architectural firms, contractors, consultants, and governmental officials based on references and interviews. It is understood that all labor and materials must be competitively bid and awarded, if at all, to the lowest responsible bidder.

The District may consider a number of factors in determining a Contractor's "responsibility," and it is expressly understood that the District is not confined to the above-referenced list or any other information required or provided in response to this RFP.

Y. AWARDING THE CONTRACT

All proposals may be reviewed and evaluated by District administration and consultants for the purpose of recommending a lowest responsible bidder. The ultimate determination to award a contract will be made by the District's Board of Education as required by law.

The form of Contract shall be based on the modified document attached hereto as Attachment C ("Contract"). By submitting a bid, each Contractor agrees to the terms of the Contract in its entirety except and only to the extent: (a) the Contractor specifically objects in writing to any provision therein, (b) attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative, and (c) the change does not materially alter the bid price or scope of work, continuing to render the bid "responsive" to the RFP.

Notwithstanding anything herein to the contrary, the District shall have the unilateral ability, in its sole discretion and to the extent permitted by law, to negotiate any term of the Contract. The award of a Contract shall be contingent upon the successful negotiation of same, and the Contractor shall not be entitled to any remuneration unless and until a Contract is officially approved by the District's Board of Education.