

**BID FORM**

**for**

**RFQ #1623-030216 TO FURNISH AND INSTALL CARPET TILES**

TO: THE CITY OF HAYWARD

FROM: Worley's Home Design Center Inc(company name)

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offer or, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with **Bid #1623-030216**, all in strict conformity with the specifications and other contract documents filed at the Office of the Purchasing Manager of the City of Hayward.

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT OF MEASURE	ITEM PRICE (In Figures)
1	First Floor Office Area	1	LS	129,876. <sup>00</sup>
2	Second Floor office areas	1	LS	134,987. <sup>00</sup>
3	Council Chambers	1	LS	23,894. <sup>00</sup>
4	Third Floor Office Area	1	LS	129,487. <sup>00</sup>
<b>TOTAL BASE BID</b>				
Lump sum, all labor, materials, equipment, transportation, disposal, taxes, licenses, fees and permits				
Four hundred eighteen thousand two hundred and				dollar \$ 418,244. <sup>00</sup>
(Amount in words)				forty four (Amount in figures)

**COMPLETION**

*2-year warrenty on labor*

Project Start Date: T.B.D

Working days to complete the entire project: Forty Five (45) working days

Estimated completion date for the project: T.B.D by start date

**TERMS**

Cash terms (if applicable) 2 % 15 Days

**FOB**

Destination

Replaces Pg. 20 of the bid package

\*\*\*\*\*

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

**VENDOR'S LICENSE STATEMENT**

The undersigned certifies that he or the firm he represents holds the appropriate license as required and specified for by the City Engineer or Project Manager.

License No. 948793 Expiration Date 6/30/16

Classification No. & Title C-15 C-61 D-52

DIR Registration No.: 1000038356 COH License No.: 143817 219318

Expiration Date: 12/31/16 Expiration Date: 12/31/16

\*\*\*\*\*

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY:

COMPANY NAME: Worley's Home Design Center, Inc

ADDRESS: 2751 Castro Valley Blvd

CITY: Castro Valley STATE: CA ZIP: 94546

TELEPHONE: 510 - 582 - 6400

EMAIL: John@Worleyshomedesigncenter.com

SIGNATURE: [Signature]  
(Authorized Agent)

NAME: Les Worley  
(Please Print)

TITLE: President

DATE: 5/23/16

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.

**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

ADDITIONAL WORK

Additional costs will be billed at the following unit price rates:

- Labor: \$ 100<sup>00</sup> /HR -- unforeseen floor prep  
Classification
- Labor: \$ 100<sup>00</sup> /HR -- Moving of personal items  
Classification
- Labor: \$ \_\_\_\_\_ /HR -- \_\_\_\_\_  
Classification
- Labor: \$ \_\_\_\_\_ /HR -- \_\_\_\_\_  
Classification

END OF SECTION

**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

**BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE**

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial references within the last five (5) years:

Company Name City of Hayward  
 Address City Hall Building, 777 B Street  
 CONTACT Liz Sanchez / Vic Avila PHONE # 583-4822  
 Email liz.sanchez@hayward-ca.gov  
 Name of Project City Hall Building  
 Date/Period of Service 11/24/14 - 1/1/15  
 Total Amount of Project: \$ 21,418.00

**Brief Description of Project**

Installed carpet tile and rubber base  
pulled up existing glued down carpet

Company Name City of Hayward  
 Address Streets + Fleet Dept Soto Rd / Barnes Ct  
 CONTACT Allen Kowcinski PHONE # 510-376-0577  
 Email allen.kowcinski@hayward-ca.gov  
 Name of Project Streets + Fleet Dept  
 Date/Period of Service 11/23/15 - 11/25/15  
 Total Amount of Project: \$ 4413.00

**Brief Description of Project**

Installed carpet tile and rubber base

Company Name City of Hayward  
 Address 28605 Ruus Rd Hayward, CA 94541  
 CONTACT Liz Sanchez / Vic Avila PHONE # 510-583-4820  
 Email liz.sanchez@hayward-ca.gov  
 Name of Project Temporary Fire Station #7  
 Date/Period of Service 6/2014 - 6/2014  
 Total Amount of Project: \$ 21,357.00

**Brief Description of Project**

Installed plywood underlayment, commercial sheet vinyl /  
flooring, pad, carpet and rubber base throughout the  
temporary fire station.

Company Name County of Alameda  
 Address Martinelli Center in Livermore  
 CONTACT Andre Benson PHONE # 510-455-1474  
 Email andre.benson@acgov.org  
 Name of Project Martinelli Center  
 Date/Period of Service April 9, 2015 - April 15, 2015  
 Total Amount of Project: \$ 40,152<sup>00</sup>

## Brief Description of Project

Install commercial carpet and luxury vinyl plank  
in rooms and main extent center

Company Name County of Alameda  
 Address Camp Sweeney in San Leandro  
 CONTACT Ed Smith PHONE # 1-925-551-6673  
 Email ed.smith@acgov.org  
 Name of Project Camp Sweeney Classrooms  
 Date/Period of Service Dec 21, 2013 - Jan 10, 2014  
 Total Amount of Project: \$ 26,879<sup>00</sup>

## Brief Description of Project

Installed commercial carpet tile and rubber  
base in 4 classrooms, main office and 2  
smaller offices

Company Name County of Alameda  
 Address 1401 Lakeside Oakland CA 94612  
 CONTACT Scott Cutter PHONE # \_\_\_\_\_  
 Email scott.cutter@acgov.org  
 Name of Project Lakeside  
 Date/Period of Service March 29, 2013 - May 14, 2013  
 Total Amount of Project: \$ 31,410<sup>00</sup>

## Brief Description of Project

Installed commercial carpet tiles in the elevator  
lobbies and some common hallways with rubber  
base.

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**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the CITY.

<u>TRADE NAME</u>	<u>CONTRACTOR'S LICENSE NO.</u>	<u>EXPIRATION DATE</u>	<u>DIR REGISTRATION NO.</u>	<u>EXPIRATION DATE</u>
<i>No subcontractors</i>				

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**

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**ACKNOWLEDGMENT OF ADDENDA**

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- |                                     |       |                          |       |
|-------------------------------------|-------|--------------------------|-------|
| <input type="checkbox"/>            | None  | <input type="checkbox"/> | No. 3 |
| <input checked="" type="checkbox"/> | No. 1 | <input type="checkbox"/> | No. 4 |
| <input type="checkbox"/>            | No. 2 | <input type="checkbox"/> | No. 5 |

**(Check Appropriate Space(s) for Addenda Received)**

**Warning**

If an addendum or addenda have been issued by the City and not noted above as being received by the bidder, this Proposal may be rejected.

**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.**

State of California )  
County of Alameda ) ss.

Les Worley, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder as not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**\*NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID\***

SIGNATURE: Les Worley  
PRINT NAME: Les Worley  
DATE: 5/23/16



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**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

**CONTRACTOR'S CERTIFICATE**  
**REGARDING WORKER'S COMPENSATION**

LABOR CODE SECTION 3700

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to this employees.'

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

SIGNATURE: \_\_\_\_\_

*Les Worley*

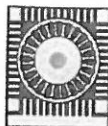
Print Name: \_\_\_\_\_

*Les Worley*

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

*5/23/16*

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must signed and filed with the awarding body prior to performing any work under this contract.)



CITY OF  
**HAYWARD**  
HEART OF THE BAY

NONDISCRIMATORY EMPLOYMENT PRACTICES  
AND  
AFFIRMATIVE ACTION CERTIFICATION STATEMENT

The Respondent to a City of Hayward Request for Proposals/Request for Quotation hereby certifies that it is in compliance with all executive orders, federal and state laws regarding fair employment practices and nondiscrimination in employment.

1. That it shall demonstrate compliance with the requirements established in the Affirmative Action provisions (EEO) for supply and services contracts.
2. That it fully understands that the provisions contained in the City's special Affirmative Action provisions shall be considered a part of its contractual agreement with the City in the event of award of contract.
3. That it is in compliance with all executive orders, federal, state and local laws (including Hayward Municipal Code Chapter 2, Article 7) regarding fair employment practices and nondiscrimination in employment.

Les Worley  
(Print/Type Name of Company Official)

Les Worley  
(Signature of Company Official)

President  
(Title)

5/23/16  
(Date)

Name of Project: Carpet Tile Replacement for City Hall

Name of Firm: Worley's Home Design Center, Inc

Address: 2751 Castro Valley Blvd Castro Valley, CA 94546  
Street Address City/State/Zip

Telephone: (510) 582-6400 (510) 582-0974  
FAX

Please check below as appropriate:

- Prime Contractor      ( ) Subcontractor      ( ) Professional Services
- ( ) Supplier of Goods      ( ) Supplier of Services

DEPARTMENT OF FINANCE  
 777 B STREET, HAYWARD, CA 94541-5007  
 TEL: 510/583-4802 • FAX 510/583-3600 • TDD: 510/583-3340

**CITY OF HAYWARD**  
**SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND**  
**SERVICE CONTRACTS**

ATTACHMENT II

In accordance with section 2-7.04 of the Hayward Municipal Code (HMC), this provision shall be included in every nonconstruction contract estimated by the City to equal or exceed \$10,000 annually, where the contract has a potential for more than one delivery on City request and the Contractor employs more than ten (10) persons, and for every other nonconstruction contract equal to or in excess of \$25,000 (whether paid in one sum upon delivery or completion, or paid periodically and such periodical payments are estimated by the City to total \$25,000 or more in one year) the following requirements must be met in addition to those set out in The City of Hayward Nondiscriminatory Employment Practices Provision (Sec. 2-7.02, HMC):

**1. IN THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

(a) The contractor that submits the apparent low bid shall, on behalf of itself and those of its subcontractors, if any, where the dollar amount of such subcontract exceeds \$10,000, furnish the City Manager such information concerning its employment practices and existing and projected work forces in the form and manner as may be requested by the City Manager.

(b) The contractor that submits the apparent low bid and each of its subcontractors, if any, where the dollar amount of such subcontract is \$10,000 or more, may be required to attend a conference with the City Manager at such time and place as may be fixed by the City Manager to determine whether the information earlier submitted shows compliance with the nondiscrimination requirements of this article.

In making such determination, the City Manager shall consider the following factors:

- (1) The size of the contractor's or subcontractor's existing work force;
- (2) The size of the anticipated work force necessary for the contractor or subcontractor to perform the contract or subcontract for or on behalf of the City;
- (3) The projected turnover, vacancies, or work force expansion that the contractor or subcontractor expects to occur during the term of the contract;
- (4) The specific plans of the contractor or subcontractor to recruit applicants for employment and to select, train, and promote employees hired to complete the contract with or on behalf of the City in like proportion to their numbers in the contractor's or subcontractor's typical, geographic labor market;
- (5) An analysis showing the projected work force that would be expected, after all necessary selection is completed, to perform the contract or subcontract with or on behalf of the City absent any discriminatory employment practices;
- (6) Any other qualitative or quantitative data which would assist the City Manager in determining the contractor's or subcontractor's commitment to meet the nondiscriminatory employment practices requirements of this contract.

(c) Following such conference, the apparent low bidder shall enter into a memorandum of understanding with the City in a form agreed to by such contractor and the City Manager, which memorandum of understanding shall set forth the measures that the contractor and its subcontractors who have attended the conference shall take in furthering and meeting its nondiscrimination employment practices commitment during the performance of the contract.

(d) In the event the apparent low bidder fails to submit the requested written information, appear at the conference, or enter into a

memorandum of understanding that is acceptable to the City Manager, the City Manager shall, after giving notice and an opportunity to respond to the apparent low bidder, contact the second lowest bidder for the purpose of conducting the procedure set out in subsections (a) through (c) herein.

**2. IMPLEMENTING RULES AND REGULATIONS, ENFORCEMENT PROCEDURE, AND DELEGATION OF RESPONSIBILITY. (Sec. 2-7.05, HMC)**

The City Manager shall promulgate all rules, regulations, and forms necessary to implement the provisions of this article. So far as is practical, such rules, regulations, and forms shall be similar to those adopted pursuant to federal Executive Order 11246 and the Fair Employment Practices Act of the State of California.

The City Manager shall monitor the performance of the contractors and subcontractors in their achievement of the nondiscriminatory employment practices requirements provided herein, conduct on-site inspection of their work forces and employment records and submit periodic reports on such performances to the City Council and Human Relations Commission for advisory review to the City Council regarding modifications of this article so as to ensure its effectiveness.

The City Manager shall designate a Contract Compliance Officer and may, at his discretion, delegate responsibility and authority for administering the provisions of this article to the Contract Compliance Officer and to such other officers or employees of the City as necessary for proper administration of this program.

**3. EXEMPTIONS. (Sec. 2-7.06, HMC)**

The following contracts are exempt from the provisions of this article:

- (a) Contracts with other governmental jurisdictions;
- (b) Contracts with manufacturers whose principal place of business is located outside the United States;
- (c) Contracts with the United States manufacturers whose principal place of business is located outside the State of California;
- (d) Contracts with any single or sole source supplier of any goods or service; and
- (e) Contracts resulting from exigent emergency requisitions where any delay in completion or performance of the contract would jeopardize the public health, safety, or welfare of the citizens of the City of Hayward, or where in the judgement of the City Manager the operational effectiveness of a significant City function would be significantly threatened if the contract were not entered into expeditiously.

**4. CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246. (Sec. 2-7.07, HMC)**

No provision of this article shall be construed to apply to any federally assisted construction contract entered into by the City that is subject to Executive Order 11246 or any order amending or superseding Executive Order 11246, the rules and regulations promulgated pursuant to said order, or the Federal Equal Employment Opportunity Bid Conditions for Alameda County.

**5. OTHER REMEDIES. (Sec. 2-7.08, HMC)**

The provisions of this article shall not be construed to prevent the City from pursuing and obtaining any remedy or relief as may be prescribed by law.

**6. CONTACT**

City of Hayward Purchasing and Contract Compliance Specialist, (510) 583-4802.



CITY OF  
**HAYWARD**  
HEART OF THE BAY

AFFIRMATION ON NON-INVOLVEMENT IN  
DEVELOPMENT OF PRODUCTION OF NUCLEAR WEAPONS

The undersigned hereby certifies:

That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."

That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."

That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

Worley's Home Design Center, Inc  
Print/Type Company Name

Les Worley President  
Print/Type Official Name & Title

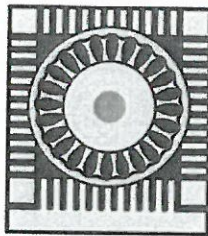
2751 Castro Valley Blvd  
Company Address

Les Worley President  
Signature of Company Official

Castro Valley, CA 94546  
City/State/Zip Code

5/23/16  
Date

**Department of Finance  
Purchasing Division**



CITY OF  
**HAYWARD**  
HEART OF THE BAY

**Bid #1623-030216**  
**Carpet Tile Replacement for City Hall**  
**for**  
**Facilities Division, Maintenance Department**

**Bids must be received no later than:**

**May 24, 2016 @ 3:30 pm**

Deliver response to the office of  
Purchasing Manager  
City of Hayward  
777 B Street 3<sup>rd</sup> Floor  
Hayward, CA 94541

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To be completed and returned along with the bid form:

- Bidders Reference
- Designation of Subcontractors
- Acknowledgement of Addenda
- Signature Affidavit for Non-Collusion
- Contractor's Certificate Regarding Worker's Compensation
- Non-discriminatory Employment Practices
- Affirmative Action Provision
- Non-Nuclear Involvement

Attachments:

- Shaw Carpet Specifications
- Performance and Payment Bond
- General Provisions

NOTE: The Table of Contents is to be made a part of the above referenced bid.