



INVITATION FOR BIDS

***“HUD” FUNDING PROJECT TO PROVIDE RENOVATION SERVICES FOR THE
UPLAND PARKING LOT IMPROVEMENT PROJECT – UPLAND, CA***

Project Number: #PC1037

**Housing Authority of the County of San Bernardino (HACSB)
715 E. Brier Drive
San Bernardino, CA 92408**

Contact Information

HACSB

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Date: May 16, 2018



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1. PROCUREMENT AND CONTRACTING REQUIREMENT

1.1 INTRODUCTION

The Housing Authority of the County of San Bernardino (HACSB) is one of the nation's most progressive and proactive housing authorities and the largest provider of affordable housing in the County. HACSB owns 2,514 affordable housing units located throughout the County of San Bernardino. We proudly serve in excess of 30,000 people, most of whom are seniors, disabled individuals, and children.

In 2008, the agency embarked on an agency wide strategic planning process with the following objectives: help clients achieve economic independence, ensure freedom of housing choice, and save tax payer dollars through efficient work. This has allowed us to enhance our work around our mission and service philosophy. Ultimately, our Mission of empowering all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County is our top priority.

As we see the demand for affordable housing increase, the limited affordable housing supply we currently have available is not enough to house the thousands of families in need. As a developer of sustainable affordable and market rate housing, over the years we have expanded our housing stock in an attempt to meet the county's growing needs. Working diligently to acquire, build, and renovate properties, we incorporate the concept of mixed income communities, build utilizing green technology, and provide recreational and educational facilities for everyone's use.

Additionally, we are here as a stepping stone for families who need help building a foundation for a brighter future. Therefore, aside from providing housing, we assist our customers with ways of becoming economically independent. In collaboration with our partners, we provide: family/individual case management and counseling; career training and job placement; program integrity; homeownership assistance; college scholarships, to name a few.

We value our vendors and contractors as partners in our mission to empower all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County.

1.2 INVITATION FOR BID

The Housing Authority of the County of San Bernardino (HACSB) is accepting sealed bids from licensed and bonded Trade Contractors for the Upland Parking Lot Improvements Project to provide renovation services in the City of Upland.

PROJECT:

The project consists of expanding an existing parking lot, improving the existing parking lot, path of travel and various ADA upgrades. Scope is considered to be turnkey and include, but not limited to, demo, excavating, soil import, overlay, slurry, stripe, signage, fencing, concrete, drainage, cut and cap of existing irrigation, haul away, permits, cost of permits, all equipment, labor, supervision, PPE and safety precautions.

Bid includes mobilization, all labor, materials and equipment needed to complete the services, compliance with all regulations, and stabilization of the disturbed soil at the end of the project.

It is the responsibility of the Contractor to review and **verify all quantities and existing conditions in the field**, in addition to meeting all regulatory requirements, obtain all required permits and documents.

NOTE: Funding for this project is through the United States Department of Housing and Urban Development (HUD) and is subject to all HUD requirements.

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Bidders are required pursuant to California Business and Professions Code 7028.15 to hold a valid State Contractor's License as classified in Public Contract Code Section 3300 at the time the contract is awarded. Bidders shall conform to California Business and Professions Code 7059 for Specialty Contractor's Licensing Provisions. Certification is contained in the Bid Form. Prime Bidders must possess the following classification(s) of contractor's license for each Bid Package listed below:

1. **B – General Building Contractor, or a combination of**
2. **C-8 – Concrete Contractor; and/or**
3. **C-13 – Fencing Contractor; and/or**
4. **C-32 - Parking and Highway Improvement Contractor**

Estimate: \$86,000

The Contractor is responsible for the performance and completion of all items in the Scope of Work. The Contractor shall coordinate all work and shall cooperate with the HACSB Project Manager as necessary to ensure progress and timely completion of the Work.

Estimated duration of the contract is 30 WORKING DAYS. Start date for Project will be given through a Notice to Proceed letter. Working hours for this project will be 7:00am to 6:00pm Monday through Friday. Liquidated damages in the amount of **\$500 per day** will be assessed for this project if it is not completed within 30 working days from notice to proceed.

Davis-Bacon Prevailing Wages will be required to be paid for all work performed under this Invitation for Bids. Current Wage Determinations may be obtained directly from the website at <http://www.wdol.gov/>. It shall be mandatory upon the Contractor to whom any contract is awarded and upon any Subcontractor under him to pay not less than said specified prevailing rates to all laborers and mechanics employed by them in the execution of the contract.

The Contractor should use the Davis Bacon Wage Rates for trades for pricing their bid. The wage Determination may be found at <http://www.wdol.gov/>. **The current wage determination is: CA180028 05/04/2018 MOD7.**

This project is subject to compliance monitoring and enforcement by HUD Handbook 1344.1 Chapter 8. Submission of certified payroll will be done through LCP Tracker.

There will be a MANDATORY PRE-BID CONFERENCE & JOB WALK on Wednesday, May 30, 2018 at 9:30 AM; at the job site 1200 N. Campus Ave, Upland, CA 91786.

ALL BIDS ARE DUE by Tuesday, June 26, 2018 at 10:00 AM.

Sealed bids are to be delivered or mailed to:

Attn: Claudia Nunez, Procurement Department
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408

The work shall consist of the provision of all permits, materials, labor and equipment to perform the complete work as identified in the Scope of Work for this bid. Contractor will be responsible for following all items addressed in the

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Scope of Work, specifications, and all applicable laws, codes, regulations and any manufacturer's recommendations.

No oral requests for clarification will be accepted. All such requests must be in writing via email to cnunez@hacsb.com no later than **10:00am PST on June 8, 2018**. All questions and clarifications will be posted by 4pm on June 18, 2018 on our website www.hacsb.com.

It is the HACSB's intent to award a single contract to the lowest responsive bidder based on the total bid amount for the scope of all the work.

It is the contractor's responsibility to submit all necessary documents included with the bid package including the use of the supplied bid bond form. Bid Guarantee (for contracts in excess of \$25,000) by the bidder in accordance with policy 2 CFR §200.325 Bonding Requirements, which states: "A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified."

1.3 REQUIRED DOCUMENTS

The following items are statutory requirements for each bidder and those marked with an asterisk are to be submitted with the bid. Signatures, and/or initials, are required. If any of the required items are not submitted, incomplete, or submitted on any other form other than those provided, the bid will be considered non-responsive and will be disqualified. All of these forms are available on the HACSB website at www.hacsb.com on the "Business" page under "Procurement Forms" and attached hereto as attachments and incorporated herein by reference.

1. Instructions to Bidders for Contracts (HUD 5369)
2. Representations, Certifications, and Other Statements of Bidders (HUD 5369-A)*
3. General Conditions for Construction Contracts (HUD 5370EZ)
4. Certification for Business Concerns Seeking Section 3 Preference*
5. Certification of Bidder Regarding Equal Employment Opportunity*
6. Certification of Bidder Regarding Minority/Women's Business Enterprise* (if applicable)
7. Corporate Certification* (applicable to corporations only)
8. Minority Code Identification Form*
9. Non-Collusion Affidavit Form*
10. Bid Proposal Form* (included in this document)
11. Bid Guarantee* (for contracts in excess of \$25,000) by the bidder in accordance with the Instructions to Bidders for Contracts, which states: "All bids must be accompanied by a negotiable bid guarantee, which shall be not less than five percent (5%) of the amount of the bid". The Bid Guarantee shall be submitted by each bidder with the bid. Use of a standard surety company's form for the Bid Bond is permitted.
12. Contractor's Certification of Compliance/Davis-Bacon and Related Act Requirements*
13. Supplementary Conditions of the Contractor for Construction (HUD 92554M)
14. Agreement Certification*

The following items are required of the apparent low bidder **once determined**:

1. Valid State of California contractor's License.
2. Certificate of Worker's Compensation Insurance
3. Certificate of Liability Insurance, minimum policy coverage of \$2,000,000.00 with the HACSB named as an additional insured on the policy. See proposal form for additional coverage requirements.
4. Certificate of Automobile Liability Insurance, minimum policy coverage of \$500,000.00 with the HACSB named as an additional insured on the policy.
5. Stipulation of Lien.
6. 100 % Performance/Payment Bond.

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Bidders shall inform all proposed subcontractors that they will be required to submit similar items within 72 hours if requested by HACSB.

No bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the bids without the consent of the HACSB.

Additional requirements may be imposed as necessary to satisfy all statutory requirements which may attach to the work needed to be performed. The HACSB reserves the right to reject any or all bids, to accept the bid best suited to its needs, or to waive any non-statutory informality in the bidding.

2. GENERAL REQUIREMENTS

2.1. LIST OF DRAWINGS AND TABLES

- 2.1.1. SITE PLAN (Attachment P)
 - 2.1.1.1. COVER SHEET
 - 2.1.1.2. SITE PLAN
 - 2.1.1.3. DEMOLITION PLAN
 - 2.1.1.4. GRADING PLAN
 - 2.1.1.5. DETAILS
- 2.1.2. PHOTOS (Attachment Q)
 - 2.1.2.1. AERIAL SITE PHOTO
 - 2.1.2.2. ENTRANCE (CAMPUS AVE)
 - 2.1.2.3. DRIVEWAY AND PARKING LOT (NORTH)
 - 2.1.2.4. PARKING LOT (EAST) SOUTHERLY EDGE
 - 2.1.2.5. PARKING LOT WESTERLY LINE
 - 2.1.2.6. EXISTING SIDEWALK (NORTHERLY EDGE)
- 2.1.3. GRADING (Attachment R)
- 2.1.4. BASE (Attachment S)
- 2.1.5. FIELD SHOTS (Attachment T)

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3. ATTACHMENTS – Attached as separate documents (posted)

Attachment	Attachment Description
A	Instructions to Bidders for Contracts (HUD 5369)
B	Representations, Certifications, and Other Statements of Bidders (HUD 5369A)
C	General Conditions for Small Construction Contracts (HUD 5370)
D	Designation of Subcontractors
E	Certification for Business Concerns Seeking Section 3 Preference
F	Certification of Bidder Regarding Equal Employment Opportunity
G	Certification of Bidder Regarding Minority/Women’s Business Enterprise
H	Corporate Certification
I	Minority Code Identification
J	Non-Collusion Affidavit
K	Contractor’s Certification of Compliance/Davis Bacon and Related Act Requirements
L	Davis Bacon Wage Determination
M	Federal Labor Standards Provisions (HUD 4010)
N	Supplementary Conditions of the Contractor for Construction (HUD 92554M)
O	Agreement/Acknowledgement Certification
P	Site Plan
Q	Photos
R	Grading
S	Base
T	Field Shots
U	Sample of Contract
V	Bid Bond Form
W	Bid Proposal Form (inserted)

ATTACHMENT A

Instructions to Bidders for Contracts (HUD 5369)

(Attached as a separate file)

ATTACHMENT B

Representations, Certifications, and Other Statements of Bidder (HUD 5369A)

(Attached as a separate file)

ATTACHMENT C

General Conditions for Small Construction Contracts (HUD 5370EZ)

(Attached as a separate file)

ATTACHMENT D

Designation of Subcontractors

(Attached as a separate file)

ATTACHMENT E

Certification for Business Concerns Seeking Section 3 Preference

(Attached as a separate file)

ATTACHMENT F

Certification of Bidder Regarding Equal Employment Opportunity

(Attached as a separate file)

ATTACHMENT G

Certification of Bidder Regarding Minority/Women's Business Enterprise

(Attached as a separate file)

ATTACHMENT H

Corporate Certification

(Attached as a separate file)

ATTACHMENT I

Minority Code Identification

(Attached as a separate file)

ATTACHMENT J

Non-Collusion Affidavit

(Attached as a separate file)

ATTACHMENT K

Contractor's Certification of Compliance/Davis Bacon and Related Act Requirements

(Attached as a separate file)

ATTACHMENT L

Davis Bacon Wage Determination

(Attached as a separate file)

ATTACHMENT M

Federal Labor Standards Provisions (HUD 4010)

(Attached as a separate file)

ATTACHMENT N

Supplementary Conditions of the Contractor for Construction (HUD 92554M)

(Attached as a separate file)

ATTACHMENT O

Agreement/Acknowledgement Certification

(Attached as a separate file)

ATTACHMENT P

SITE PLAN

(Attached as a separate file)

Attachment Q

PHOTOS

(Attached as a separate file)

ATTACHMENT R

GRADING

(Attached as a separate file)

ATTACHMENT S

BASE

(Attached as a separate file)

ATTACHMENT T

FIELD SHOTS

(Attached as a separate file)

ATTACHMENT U

SAMPLE OF CONTRACT

(Attached as a separate file)

ATTACHMENT V

BID BOND FORM

(Attached as a separate file)

ATTACHMENT W

BID PROPOSAL FORM

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PROPOSAL DUE BY:
10:00 a.m. Tuesday, June 26, 2018

PC1037 BID PROPOSAL FORM

Housing Authority of the County of San Bernardino
Procurement & Contracts Department

Materials and/or Services: **Upland Parking Lot Improvements**

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Bids Due: Tuesday, June 26, 2018 at 10:00 a.m.

SEALED Bids must be delivered to 715 E Brier Drive, San Bernardino, CA 92408 by due date and time.

Vendor Name: _____

Contact & Title: _____

Mailing Address: _____

Phone: _____ Fax: _____ Email: _____

Contractor's License # _____ Expiration Date: _____

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the specifications, the Instructions and Conditions attached hereto, and to execute the contract to the satisfaction of the HACSB, at the following cost(s):

\$ _____ Total

_____ Dollars

Note: If Proposal is greater than \$25,000 the Proposal shall also include a Bid Guarantee as defined in the Contract Documents. ORIGINAL BID BOND MUST BE DELIVERED TO OFFICE AND RECEIVED BY DUE DATE.

In submitting this Proposal it is understood that the right is reserved by HACSB to reject any and all proposals. If written notice of the acceptance of this Proposal is mailed, telegraphed, faxed or delivered to undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to it for signature.

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this solicitation.

SIGNED: _____ DATE: _____

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INSTRUCTIONS AND CONDITIONS

1. **Vendor Registration.** For HACSB to consider Vendor's proposal ("Proposal"), Vendor will need to register with the HACSB. Vendor must submit the vendor application and all required forms available on the HACSB website at www.hacsb.com. Email registration forms to procurement@hacsb.com. If not yet registered, vendor must submit a vendor application and all required forms with proposal.
2. **Verification.** Vendor should verify bids before submission, as they cannot be withdrawn or corrected after being submitted. Proposal must be signed by a responsible officer or employee of the Vendor's firm. Obligations assumed by such signatures must be fulfilled. This Proposal may, at HACSB's sole discretion, be rejected if is adjudged incomplete, illegible, or conditional. Vendor may submit alternate proposals or explanations on separate sheets. Such alternates will not be considered in determining the low bid, but may be used in negotiations after determination of the low bidder.
3. **Manufacturers.** (If applicable) In the Proposal, Vendor must state brand of manufacturer and model number on each item bid. If bidding manufacturer and model other than that specified, attach specifications sheets for alternate product(s). Use of a brand name as part of specification by HACSB is not intended to restrict competition, but should be considered a point of reference in terms of product quality and design.
4. **Request for Clarification.** Request for clarification or specifications, if any, shall be directed via email to cnunez@hacsb.com or at time of job walk. Interpretations requested which are not covered in the specifications will only be made in writing by HACSB.
5. **Required Proposal Documents.** This Proposal shall include and incorporate by reference all of the documents ("Contract Documents") referenced under Procurement and Contracting Requirement, section 1.3 Required Documents. Also found under www.hacsb.com/business, under forms.

6. INSURANCE REQUIREMENTS

Proof of Insurance, shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors used in the performance of this contract to name HACSB as an additional insured. Following are the standard types and minimum amounts. (see Exhibit 1 for additional details)

- General Liability:** \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *HACSB Additional Insured or,*
- Commercial General Liability:** \$2,000,000; combined single limit bodily and property damage liability per occurrence; *HACSB additional named insured.*
- Comprehensive Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *HACSB Additional Insured.*
- Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- Professional Liability:** \$1,000,000; per occurrence and aggregate.
- Workers' Compensation:** \$1,000,000 per accident for Bodily Injury or Disease.
- Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- Environmental Liability:** \$1,000,000; per occurrence and aggregate; *HACSB Additional Insured.*
- Owner's Liability:** 100% of insurable value of the work, Builder's Risk, Extended coverage for Vandalism and Malicious Mischief, if required; *HACSB additional named insured.*
- Fire Insurance with Extended Coverage:** 100% of insurable value of the work; Builder's Risk, Extended coverage including Vandalism and Malicious Mischief, if required; *HACSB Additional Insured.*

Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

Indemnification and Insurance Requirements

- **Indemnification**
The Contractor agrees to indemnify, defend and hold harmless HACSB and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACSB on account of any claim therefore, except where such indemnification is prohibited by law.
- **Additional Named Insured**
All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming HACSB and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- **Waiver of Subrogation Rights**
The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against HACSB, its officers, employees, agents, volunteers, Contractors and subcontractors.
- **Policies Primary and Non-Contributory**
All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by HACSB.
- **Proof of Coverage**
The Contractor shall immediately furnish certificates of insurance to HACSB Procurement Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of

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services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

- **Insurance Review**

The above insurance requirements are subject to periodic review by HACSB. HACSB's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of HACSB. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against HACSB, inflation, or any other item reasonably related to HACSB's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

7. **Delivery of Proposal.** Proposals received late or at any location of HACSB other than that indicated on the proposal will be deemed non-responsive and will not be considered.
8. **Compliance with Contract Documents.** Vendor shall comply with all of the Contract Documents in connection with the performance of the work hereunder. In the event of any conflict between this Proposal and the Contract Documents, the Contract Documents shall control.
9. **Award of Contract.** Bid opening will be officiated and attended by HACSB Contract Administrator at the time and place indicated the Request for Proposal. Identity of the successful bidder may not be determined at bid opening. HACSB reserves the right to obtain opinion of its counsel of legality and sufficiency of bids. The contract will be awarded, if at all, to the lowest responsible bidder within sixty (60) days of the final date of receiving bids and a purchase order will be issued.
10. **HACSB's Discretion in Awarding Contract.** HACSB recognizes that price is only one of several criteria to be used in judging a product or service, and HACSB is not legally bound to accept the lowest bid. HACSB reserves the right, unless otherwise stated, to accept or reject any or all bids, or any part thereof, either separately or as a whole, or to waive any informality in a bid. HACSB reserves the right to reject, in its sole discretion, any or all bids, or to waive any informality in the bids, and to reject any items there on. HACSB may, at its sole discretion, cancel this Proposal or any part of this Proposal at any time prior to award.
11. **Time of Performance.** All work and/or deliveries and set up shall be completed and the contract performed within the total number of calendar days stated in the Proposal. Any modification of this time caused by inclusion of any alternate in the contract shall be as stated in such alternate. Total number of calendar days: to be determined relative to each contract awarded.
12. **Time is of the Essence.** Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to.
13. **Best Efforts.** Vendor shall perform its duties on premises approved by HACSB, during HACSB'S regular work days and normal work hours and warrants that it shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Vendor acknowledges that HACSB has the right to review the services performed by Vendor and may in its reasonable business discretion, reject such services in writing.
14. **Costs.** Cost of transportation, handling, and/or inspection on deliveries which do not meet specifications shall be the responsibility of the Vendor.
15. **Subcontractors.** A list of subcontractors will be submitted at the time of bid opening on the form entitled "Designation of Subcontractors" and as required by State Law. The subcontractor shall have demonstrated to HACSB's satisfaction previous experience in each additional division or classification he is listed under other than its primary contracting business. If a subcontractor is licensed and qualified to do more than one division or classification of work as defined by the specifications, it shall be listed under each of these additional divisions or classifications. All contractors shall be listed if their portion of the work is one-half (½) of one percent (1%) or more of the total project bid amount. Within 72 hours after bid opening, the apparent low bidder will be required to submit an additional list which will include all of the following information for the general contractor and each subcontractor listed in the Proposal: (a) complete name (as it appears on State Contractor's License), address and telephone number for each; (b) trade for each; (c) State Contractor's License Number and license classification for each; and (d) expiration date of State Contractor's License (if license is expired or inactive, proof of renewal must be submitted).
16. **Samples.** Samples of items, when required, shall be furnished at no charge to HACSB; and if not destroyed by tests, will upon request be returned at Vendor's expense.
17. **Superintendence by Vendor.** Vendor certifies that it shall give its personal superintendence to the work or have a competent superintendent, satisfactory to HACSB and/or the Architect, if any, on the project at all times during progress with full authority to act for Vendor.
18. **Removal of Debris, Cleaning.** Vendor shall, daily or as directed during the progress of the work on the project, remove and properly dispose of the resultant trash, dirt and debris, and keep the premises reasonably clear.
19. **Force Majeure.** Neither party shall be held liable for failure or delay of fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)
20. **Warranty/Guarantee.** Vendor warrants and guarantees that the goods supplied under this Request for Bid and any purchase order resulting from award of same (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB's approval of designs or specifications furnished by Vendor shall not relieve Vendor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.

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21. **Stipulation of Lien.** Vendor certifies that all work executed under this Proposal will be performed in accordance with terms of any contract awarded to Vendor by this process and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract. In consideration of the payment under the terms of the contract, Vendor hereby does release HACSB from any and all claims arising from any contract awarded by this process. Vendor shall prepare and submit to HACSB, a written Stipulation of Lien. The Stipulation of Lien shall be recorded in the County Recorder's Office of San Bernardino County, California.
22. **Safety and Accident Prevention:** Vendor certifies that it shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and Contractor shall take or cause to be taken such additional safety and health measures as HACSB may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Chapter 4, Subchapter 4, as amended) and the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
23. **Assignment.** Assignment of the agreement by Vendor to other suppliers/contractors must be approved by the HACSB Inspector.
24. **Modification.** In addition to the provisions regarding modification specified in the Contract Documents, deviations from the specifications and addenda may only be made at the request of HACSB. Vendor shall not use any specification in lieu of those contained in the specifications, without written consent of HACSB. HACSB shall expect a debit or credit during the project for any deviations from specifications and addenda.
25. **Indemnity; Hold Harmless.** Vendor agrees to defend, save, indemnify and hold harmless HACSB and all its officers, employees, and agents, against any and all liabilities, claims, judgments, or demands, including demands arising from injuries or death of persons (Vendor's employees included) and damage to property, arising directly or indirectly out of the performance of the work, the obligations herein undertaken or out of the operations conducted by Vendor including liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this Proposal, save and except claims or litigation to the extent arising through the active negligence or willful misconduct of HACSB. Contractor shall reimburse HACSB for any expenditures, including reasonable attorneys' fees, HACSB may incur arising out of any such claim or litigation, and, if requested by HACSB, Contractor shall defend any such suits at the sole cost and expense of Contractor with counsel selected by HACSB.
26. **Lead Paint Prohibition.** Any Vendor awarded a contract for construction or rehabilitation shall comply with 24 CFR Part 35 prohibiting use of lead-based paint. EPA 2008 Lead Rule Firm Certification, Employee Certification required for work in units built prior to 1978.
27. **Equal Employment Opportunity.** Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by this bid must conform with safety orders of OSHA, CALOSHA, and/or NIOSHA, and OSH- POD.
28. **National Labor Relations Board Certification.** Vendor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Vendor within the immediately preceding two-year period because of Vendor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.
29. **California Prevailing Wage (If Price Is Less Than \$2,000).** In the event the Proposal is less than \$2,000, Vendor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Vendor's books and records, and interview Vendor's employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.
30. **Compliance with Davis-Bacon Act.** Unless otherwise indicated in the quotations, Vendors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon prevailing wage rates for all "construction contracts and all related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis- Bacon wage rate (it also means that the Vendor may be subject to completing certain reports and to audits by the HACSB and HUD staff). <http://www.wdol.gov/>.
31. **Labor Laws.** Vendor agrees to pay the required prevailing wages in accordance with the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Department of Industrial Relations. Contractor agrees to register with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Contractor and all of Contractor's subcontractors, if any, agrees to pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work, in accordance with the provisions of Section 1770 of California Labor Code.
32. **Worker's Compensation Insurance.** Vendors making delivery of goods or providing services on HACSB premises shall carry liability insurance and Worker's Compensation coverage in accordance with the Housing Authority's Standard Practice requirements.
33. **No Conflicts.** Vendor certifies that no HACSB employee, whose position in the HACSB service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this Request for Bid.
34. **Covenant Against Gratuities.** Vendor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to; cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the HACSB in an attempt to secure favorable treatment regarding the award of this bid. Vendor shall immediately report any attempt by a Housing Authority officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Vendor. The report shall be made to the supervisor or manager charged with the supervision of the employee or to the HACSB.
35. **Collusion.** Vendor, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACSB has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other vendor; and that the Vendor is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.
36. **Drug Free Workplace Certification.** Vendor certifies it is in compliance with the Drug-Free Workplace Act of 1990 and has actions in place in accordance with Government Code Section 8355.

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Upland Parking Lot Improvements

37. **This Request for Proposal is not an order. This request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made from this Proposal without a purchase order issued by the HACSB.**
38. **Nondisclosure of Proposal.** There will be no public opening or reading of this Proposal.
39. **Valid Price.** Vendor certifies that the prices quoted in this Proposal do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.
40. **Licenses.** Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County and municipal laws, ordinances, rules and regulations. Vendor shall maintain these licenses and permits in effect for the duration of this project. Vendor will notify HACSB immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract.
41. **Default by Vendor.** In case of default by Vendor, HACSB may procure the product(s) or service from other sources and may deduct the unpaid balance due Vendor, or may collect against the bond of surety, or may bill Vendor for excess costs so paid. Prices paid by the HACSB shall be considered the prevailing market prices paid at the time such purchase is made.
42. **Disputes.** In the event a dispute arises concerning the bid process or award of the bid, the party wishing resolution of the dispute shall submit a request in writing to the Procurement & Contracts Manager. Vendor may appeal the recommended award or denial of award, providing the following stipulations are met:
 - a. Appeal must be in writing.
 - b. Must be submitted within ten (10) calendar days of the bid due date.

An appeal of a denial of award can only be brought on the following grounds:

- a. Failure of HACSB to follow the selection procedures and adhere to requirements specified in the Request for Bid or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

**Angie Lardapide, Procurement & Contracts Supervisor
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408**