

(Public Work Projects **OVER** \$25,000)



REQUEST FOR QUOTES
TO PROVIDE INTERIOR PAINTING – IN BARSTOW, CA
Project Number: #PC1002 Barstow Interior Painting

- 1) **Introduction:** The Housing Authority of the County of San Bernardino (HACSB) is accepting bids from licensed Trade Contractors to provide on an as needed basis interior painting in Barstow CA.
- 2) **Project Funding:** This project is funded through United States Department of Housing and Urban Development (HUD). This will implement the use of HUD determined wages which will be required.
- 3) **Bidder requirement:** 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:

HACSB PROJECT NUMBER	LICENSE REQUIRED	TRADE	Not To Exceed
#PC1002	C33	Painting and Decorating Contractor	\$90,000.00

Site Location: **Barstow CA. Multiple Locations**

- 4) **Contractor Responsibility:** 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.
- 5) **Duration:** The contract will be for up to 10 months of on call painting services. Start date for Project will be given with a Notice to Proceed letter, work will be scheduled as stated in the scope of work. Working hours for this project will be 8:00 am to 4:30pm Monday through Friday.
- 6) **HUD Wages:** Are required to be paid for all work performed under this request for quote. Current HUD Wage Determinations may be obtained directly from the website at <https://www.wdol.gov/Index.aspx>. 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 HUD determined Wage Rates for trades for pricing their bid.

HUD Determined Wages will be required to be paid for all work performed under this Invitation for Bids. Contractor shall pay its employees that perform such work as stated within this IFB at a rate not less than the HUD Determined Wage Rate listed below. 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.		
Work Classification(s)	Basic Wage (per hour)	Fringe Benefit(s) per hour (if any)
Porter	\$12.90	\$5.29
Maintenance Technician	\$19.52	\$8.00
Lead Maintenance Technician	\$21.52	\$8.82
Maintenance Supervisor	\$23.73	\$9.72
This project is subject to compliance monitoring and enforcement by HUD Handbook 1344.1 Chapter 8. Submission of payroll records for each laborer or mechanic employed must be received for record keeping, please refer to HUD form HUD-5370-C Section II, 3. Records.		

- 7) **JOB WALK:**
 Non-Mandatory Job Walk on:
 Thursday, February 8, 2018 at 9:00 am;
 Job site: **421 S. 7th Street Barstow CA. HACSB OFFICE**

- 8) **Deadline for Questions:** Thursday, February 12, 2018 Email: Cgoss@HACSB.com

- 9) **Deadline for Bids: Thursday February 15, 2018 at 2:00 PM.**
Bid Submittals: Bids can be emailed to Cgoss@HACSB.com or hand delivered to - 715 E. Brier Drive San Bernardino, CA 92408

- 10) **Requests for clarification:** No oral request after job walk will be accepted. All such requests must be in writing through email to cgoss@hacsb.com no later than **10:00am PST on February 12, 2018.**

- 11) **Intent to award:** It is the HACSB’s intent to award the lowest responsive bidder based on the cost per square foot for the scope of all the work. Where found advantageous an award may be distributed to multiple vendors.

- 12) **Contractor Responsibility:** 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 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, if applicable. Use of a standard surety company's form for the Bid Bond is permitted.

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

13) **Bid Requirements:** The following items are statutory requirements for each bidder and are to be submitted with the bid. Signatures, and/or initials, are required. If any of the required/applicable 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".

1. Representations, Certifications, and Other Statements of Bidders (HUD 5369-A).
2. Statement of Bidder's Qualifications
3. Designation of Subcontractors
4. Certification of Bidder Regarding Status as a Section 3 Business concern.
5. Certification of Bidder Regarding Equal Employment Opportunity.
6. Certification of Bidder Regarding Minority/Women's Business Enterprise.
7. Corporate Certification (applicable to corporations only)
8. Minority Code Identification Form.
9. Non-collusive Affidavit Form.
10. Bid Proposal Form.(included in this document)
11. Registered with Department of industrial Relations (DIR)
12. Post jobsite notices on public works requirements.
13. 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.

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

1. Valid State of California contractor's License, or appropriate specialty contractor's license
2. Certificate of Worker's Compensation Insurance
3. Certificate of Liability Insurance, minimum policy coverage of \$1,000,000.00 *with the HACSB named as an additional insured on the policy.*
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. Contractor's Certification of Compliance with the California Prevailing Wages and Related Acts Requirements. (If applicable).
6. Certification of Understanding and Authorization.
7. Agreement Certification
8. Stipulation of Lien.

- 9. Warranty/Guarantee.
- 10. 100 % Performance/Payment Bond (if bid is over \$100,000)

13.1) Bidders shall inform all proposed subcontractors that they will be required to submit similar items within 72 hours if requested by HACSB. See also the Designation of Subcontractors included in this bid.

13.2) Bidder's attention is directed to the provision for Equal Employment Opportunity and payment for all persons of not less than the minimum wages as set forth in Prevailing Wage Requirements. These rates will be enforced. Payroll certification will be required through LCP Tracker system.

13.3) 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.

13.4) 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.

Owner/Project Manager Housing Authority of the County of San Bernardino
715 East Brier Drive
San Bernardino, CA 92408
John Borgardt
909-332-6313
jborgardt@hacsb.com

SPECIFICATIONS AND SCOPE OF WORK

14) INTRODUCTION

The Housing Authority of the County of San Bernardino is seeking qualified licensed contractor(s) to provide on an as needed basis interior painting for as many as 35 apartments/units in the City of Barstow.

15) SITE LOCATION(S):

This is a sample of the locations that may need to be covered this is not meant to be a comprehensive list.

Property Manager	City	Address	Zip Code	# of Units	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed
207	Barstow	421 South Seventh Street	92311	60	12	39	15	2	0
207	Barstow	740 William Street	92311	54	40	0	0	0	0
207	Barstow	1050 Deseret	92311	15	3	6	5	1	0
207	Barstow	932 Lassen	92311	88	4	15	39	19	11

16) SCOPE OF WORK:

1. The work includes, but is not necessarily limited to, furnishing of materials and equipment and completion of painting and painter’s finishing of all interior surfaces including:
 1. Acoustical Ceilings
 2. Wood Trim
 3. Cabinetry (paint previously painted cabinets) HACSB will re-varnish kitchen if needed. If the cabinets need to be resurfaced Contractor to refinish, preparing the cabinets, and painting white on the exterior and “Leather” interior of cabinets and drawers.
 4. Drywall
 5. Plaster
 6. Metal Entry Doors
 7. Wood Entry Doors
 8. Metal Entry Security Screens
 9. Patching and Sanding(including all holes)
 10. Storage rooms/areas attached to units
 11. Other areas as requested by Property Manager

2. Thoroughly examine specifications, site of work and conditions under which work will be performed before submitting a proposal. Surfaces, which cannot be prepared or painted as specified, shall be immediately brought to the attention of the HACSB's representative in writing.
 1. Starting of work without such notification will be considered acceptance by the Contractor of surfaces involved.
 2. The Contractor shall replace unsatisfactory work caused by improper or defective surfaces, as directed by the HACSB representative at no additional cost.
 3. All smooth walls shall be textured to match existing finishes to camouflage the appearance of patching and preparatory work.
 4. Prep Work shall consist of the following: All surfaces to be painted shall be properly prepared prior to painting. Masonry or drywall gypsum wallboard surfaces with cracks, holes or imperfections shall be spackled or covered with putty (or appropriate filler) and finished in a neat matter. Any rough or peeling interior surfaces shall be thoroughly scraped and edges feathered. Contractor shall remove any wallpaper. Removal of the cove base is note needed. Contractor shall remove window treatments and reinstall properly when finished painting.
 5. If painting of Cabinets is requested: The interior shall be painted. Exterior surface of the cabinet shall be painted or varnished to match existing finish.
 6. Contractor shall paint the interior of all closets.
 7. Contractor shall paint any storage rooms or areas attached to the units.
 8. In most cases, paint will be one color and will require the application of one coat. Two coats shall be applied only upon the Project Coordinator's request. Prior to the start of work.
 9. All windows and doors shall open freely upon completion of work.

16.1 PROJECT COORDINATOR

1. The HACSB project coordinator for this project is the Maintenance Supervisor, who can be contacted via telephone numbers, which will be provided to the awarded contractor(s). Any work at the site shall be scheduled through HACSB at least twenty-four (24) hours in advance of the work.

2. The contractor's Project Coordinator shall have a cellular telephone, which number shall be provided to HACSB. The Project Coordinator shall establish a routine for communications with HACSB to provide a prompt and timely response to any concerns or problems that may arise. The Project Coordinator will be required to have a good understanding and ability to communicate in the English language for all non-Bilingual HACSB Property Managers and associated staff. Time and frequency of direct meetings may vary as determined by HACSB. When the contractor or its agents are on the site, the Project Manager shall contact HACSB at least daily to review overall performance, receive special instructions regarding the scope of work or other pertinent items regarding the contract, and the contractor's performance.
3. Before the work commences, the contractor must provide a work schedule that is approved by HACSB.

16.2 CONTRACTORS PAINTERS

1. Only qualified painters shall be engaged in interior repainting work. Apprentices may be employed provided they work under the direct supervision of a qualified painter.
2. The contractor shall ensure that personnel are knowledgeable of all the requirements of these specifications. The contractor shall be responsible for instructing his employees in safety measures considered appropriate. CAL OSHA safety requirements shall be complied within all activities under this award.

16.3 Environment Requirements:

1. Comply with manufacturer's recommendations as to environmental conditions under which Painting products can be stored and applied.
2. Perform work only when existing and forecasted conditions are within the limits established by the manufacturers of the materials and products used.
3. Comply with the manufacturer's requirements and recommendations regarding ventilation.
4. Since lighting conditions can change the appearance of the work, work only when full daylight is available or when artificial lighting of equal intensity, color, and brightness is provided.
5. If favorable weather conditions will be anticipated as a factor, work with the Project Coordinator to discuss alternate timelines and measures to complete the work within the required timeline.

16.4 WORK SCHEDULE

- A. The Contractor shall perform work **when needed and requested**, including day and night hours as well as weekends and holidays.
- B. The Contractor shall make every attempt to accommodate HA requests for immediate work. (Urgent/emergency requests).

16.5 CLEAN-UP

Protection – Carefully protect areas where work is in progress from damage.

1. Provide and spread clean drop cloths when and where required to provide the necessary protection.
 2. Immediately clean-up all accidental spatter, spillage, misplaced Painting chemicals and restore the affected surface to its original condition.
 3. All cabinets, fixtures, and floors shall be properly protected and covered as necessary.
- A. Completion Clean-up
1. At completion of work, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition.
 2. The contractor shall leave all glass areas, floors and walks, hardware, and all other surfaces clean and free of any paint, stain, spattering, spears or smudges which are the result of their operations.

16.6 SITE CONTROL

1. Any areas being prepared, painted, or finished shall be secured from public access, clearly marked, and barricaded, if necessary. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, HACSB employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.
2. The contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the contractor's workers are not present. The contractor is responsible for protecting the work from damage from any source prior to final acceptance.

17) **QUALITY ASSURANCE**

Workmanship:

1. All work will be performed by experienced skillful craftsmen to assure finished work of first class quality and durability.
2. All paints and coatings shall be mixed and applied strictly in accordance with the manufacturer's printed instructions.
3. All dried paint on surfaces will match the specified paints (for the ability of later touch up by staff)
4. All materials shall be applied evenly with proper film thickness and free of runs, sags, skips and other defects. Enamel shall be sanded lightly between coats, dusted and cleaned before re-coating.
5. All work shall be done under favorable weather conditions or the work shall be suitably protected from the weather.

18) **APPROVED MATERIALS**

Per Housing Authority specifications, paint type shall be as follows:

Paint for walls to be Vista Paint, Color ICI Pearl White, Item Kind 7400 Semi-Gloss Interior

Paint for Acoustic Ceilings to be Vista Paint, Color 3600 Flat White

Paint for interior of cabinets to be Vista Paint, Color 3600 Leather

Paint for Exterior of cabinets to be refinished to be Vista Paint, Color Polytec Semi-Gloss White

The contractor shall provide the highest quality commercial material or product produced by the manufacturer for the purpose. Provide materials only in factory-sealed and labeled containers. Do not reuse any containers for any reason.

All paint types and finishes shall be available. Paint type appropriate for the surface to be painted and color will be specified by HACSB prior to commencement of work.

All products shall comply with the current applicable provisions and standards of the following:
American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM).

A Material Safety Data Sheet and Technical Data Sheet shall be submitted for each product bid.

Solvent (VOC) Restrictions: Comply with local air requirements. Do not use materials which release volatile compounds in excess of the limits prescribed by the authorities having jurisdiction.

Lead Restrictions: Comply with laws, codes, and requirements of the authorities having jurisdiction related to lead content. Provide only paints and coatings which are free of lead hazard and which have less than 0.06 percent lead content.

All sealers, fillers, caulk and spackling compounds shall be the premium retail line of the manufacturer. For all sealers, fillers, caulk and spackling compound, HACSB requires 1 part Polyurethane—maximum 13 % shrinkage factor.

Descriptive literature must be provided for all products and services offered. Product literature shall provide information sufficient to determine compliance with the specifications.

19) **MIXING AND TINTING**

- A. Deliver paints ready mixed to job site.
- B. Accomplish job mixing and job tinting only when acceptable to HACSB's representative.

- C. Mix only in mixing pails placed in suitably sized non-ferrous or oxide-resistant metal pans.
- D. Use tinting colors recommended by manufacturer for specific type of finish.

20) **Scope of Work Site -EXECUTION**

20.1 INSPECTION

- A. Examine surfaces scheduled to receive paint and finishes for conditions what will adversely affect execution, permanence or quality of work and which cannot be put into acceptable condition through preparatory work as included in Article 3.02 "Preparation of Surfaces". Notify the HACSB's representative in writing of any defects or conditions, which will prevent a satisfactory installation.
- B. Do not continue with surface preparation of coating application until conditions are suitable.
- C. Commencement of installation as acceptance of surfaces.

20.2 PREPARATION OF SURFACE

1. All surfaces to be painted shall be properly prepared prior to painting. Contractor agrees to handle and apply all products according to the instructions of manufacturer. If any specifications below are at variance with those given by manufacturer, manufacturer's recommendation will be followed, unless authorized otherwise by HACSB after consultation with contractor. If no specific preparation is recommended by manufacturer, the following specifications will be observed: All surfaces including but not limited to: drywall, wood, various metals, masonry surfaces, previously painted surfaces, concrete floors, exterior wood, wood and metal doors must be cured, clean, sound, dry and free from all dirt, dust, efflorescence, wax, grease, chalk, crayon marks, and any other contamination that would interfere with the new coating adhesion. If any surface can't be properly prepared, the surface will be stripped and completely refinished, at the discretion of HACSB. Surfaces may be tested for lead, asbestos, and other hazardous materials.
2. Fill cracks, nail holes or any imperfections with joint compound. Allow application to dry, sand smooth and remove dust. Spot-prime patches prior to finishing.
3. Prime all walls after repair to minimize contamination of substrates. Apply primer, as needed, and a minimum of two (2) coats of paint to doors and frames in hallways, walls, handrails, and ceilings where applicable (all existing painted surfaces are to be painted).

4. Prime substrates, as needed, to obtain the highest quality finished surfaces. Do not finish over dirt, rust, grease, moisture, mildew, or other conditions detrimental to the formation of a durable finish. Clean mildew areas with ten (10) percent bleach-to-water solution and prime with Alkyd Primer.
5. All window and door frames shall be caulked prior to paint application. All necessary glazing and caulking shall be performed prior to the application of the primer coat around window glass. Caulking shall include between windows and brickwork and between coping and brickwork.
6. In most cases, paint will be one color and will require the application of one coat. Two coats shall be applied only upon the HACSB's request.
7. All windows and doors shall open freely upon completion of work.
8. The Contractor shall leave all glass areas, floors and walks, hardware, and all other surfaces clean and free of any paint, stain, spattering, smears or smudges which are the result of their operations.
9. During work, Contractor shall protect all un-painted surfaces as necessary. Floors will need to be covered and protected in all cases.
10. Tape all baseboards throughout the project site, including carpeted areas.
11. Contractor shall clean all surfaces affected by misapplied or spilled paint by the painting crew.
12. Before painting, Contractor shall remove hardware accessories, plates, lighting fixtures, screens, room numbers, louvers and all items that would be at risk during the painting process. Contractor shall mask and protect any area not being painted.
13. On completion of each space, replace the items; install all items in a skilled, workmanlike fashion. If a sign or door number was painted on the original wall, after the wall is painted, the room number or sign shall be replaced as existing, unless otherwise authorized.
14. Before commencing painting, Contractor shall make certain that the surface being covered is in proper condition to receive the paint. The surface must be clean, dry, smooth and at the correct temperature. Any surface upon discovery that is not ready for application (deteriorated, rotten, chemically stained, mildew, etc.) must be reported in writing to HACSB representative. After the surface is made acceptable, contractor will paint the area.
15. Extra caution will be made to avoid paint splatter or injury to adjacent surfaces or areas. Drop cloths will be used to protect furniture, flooring, and surfaces. Any damage done to any surface, lawn, shrubs, trees, flowers, cacti, sprinkler systems or landscaping will be restored by contractor at no cost to HACSB.
16. For property protected by intrusion devices, contractor will arrange with HACSB for off-hour work to avoid false alarms. Any cost of unnecessary false alarms will be the responsibility of contractor.

20.3 APPLICATION

1. Strictly comply with the manufacturer's instructions and recommendations, except where more restrictive requirements are specified in these specifications.
2. No paint, varnish or stain shall be reduced or applied in any way except as recommended by the manufacturer or in these specifications.

3. Mix and prepare the materials in strict compliance with the manufacturer's recommendations. Keep foreign substances out of the finishing materials.
4. Provide additional coats, if needed, to comply with the manufacturer's instructions and recommendations to eliminate all show-through and bleed-through areas and to create uniform finishes matching the approved samples.
5. Paint shall be applied by method best required by job, i.e. spray, brush or roller unless a specific application method has been requested by HACSB staff.
6. Finish all surfaces visible in the finished work, except surfaces specified not to be painted or finished.
7. Provide uniform final finishes free of runs, sags, wrinkles, streaks, shiners, splatters or any other defect. Each coat shall be applied with the proper consistency and be free from brush marks, sags, runs, peeling, with no evidence of poor workmanship. Paint shall not overlap on windows, hardware, or adjacent surfaces. No blemishes shall be permitted. All walls shall be clear of any visible imperfections. Paint shall not seal a window; windows and doors shall operate in a free fashion.
8. Any glass scratched or damaged by painter's work shall be replaced with the same quality and design at no additional cost to HACSB.
Contractor will provide and hang "wet paint" signs in all areas where paint crews are operating, sufficient in number and size as to be seen from all approaches. Vandalism after contractor has left the worksite will be the responsibility of HACSB, unless the vandals used materials left unsecured by contractor.
9. Interior and exterior sides of doors and windows shall receive a painter's best finish. Unless otherwise specified, the jamb and head of doorframes shall be painted the same as the door.

20.3 PAINTING SCHEDULE

- A. *The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays.*
- B. The Contractor shall be required to visit the potential job site prior to the beginning of work, at no additional charge to the HACSB.
- C. The Contractor shall provide a written quotation within (1) business day of the original request to the Project Coordinator, prior to authorization of any work. It shall include a detailed summary in accordance with the contracted rates. If the quotation is accepted and the work performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager, the Facilities Manager or their designee.
- D. The work shall begin within "three (3) business days" of the original request, and shall include a detailed summary in accordance with the contract rates.
- E. *Prepare, paint and finish all surfaces specified and agreed upon.*
- F. *Work shall be completed within five (5) business days from start of work.*
- G. *Provide paint finishes of even uniform color, free from cloudy or mottled appearance.*
- H. *Properly correct all non-complying work to the satisfaction of the HACSB's Project Coordinator or their designee.*

- I. After the work performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Project Coordinator or their designee.

21) **WARRANTY**

1. Contractor will, at his own expense, repair and replace all defective work, which is found to be defective during the term of the initial twelve (12) month warranty from the date of acceptance of work by HACSB. Should contractor fail to repair or replace the defective material or work within thirty (30) days after written notice from HACSB, HACSB may do the work necessary and contractor agrees to reimburse HACSB for actual costs.
2. The warranty for any work repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement.
3. This warranty shall not apply to normal wear and tear or damage by acts beyond the control of either party.
4. Any touch-up work necessary to prepare a project for final acceptance shall be done at no additional cost to the HACSB.

All Contractors who will be performing painting under this contract will be required to have and maintain an EPA Certificate to be a certified renovator. The Contractor and their individual employees must have a current certificate.

Information about the certificate may be obtained from the EPA directly at 1-800-424-5323 or at their website <http://www.epa.gov/getleadsafe> .

22) **INVOICING**

"As needed" painting services shall be billed as follows:

1. All invoices shall show the Contract Purchase Order number, the exact nature of services and/or repairs rendered, the hours worked, the contract labor rates charged and any other pertinent information. Invoices shall be submitted to the Project Coordinator for approval.
2. If, in verifying the Contractor's invoices, it is found that HACSB is being overcharged, the Contractor shall issue a revised invoice with the corrected amount.
3. The Contractor shall invoice HACSB within 30 days after the completion of work and its acceptance by HACSB.
4. A minimum of 30 days after receipt of an approved invoice by HACSB shall be allowed for payment.

21) **PROJECT CONDITIONS:**

1. Contractor to work in a safe orderly manner ensuring safety of personnel, pedestrians and property.
2. Contractor is responsible to comply with any/all required permits required by local authorities and ordinances. Contractor is responsible for all approvals, inspections per City of San Bernardino

Building & Safety Requirements

3. Conditions existing at time of inspection for bidding purposes will be maintained by HACSB as far as practical.
4. Contractor to verify all utilities disconnected prior to work. Including, but not limited to Gas, Electric, Cable TV, FIOS, Sewer, Telephone, and Water.
5. Curb/Gutter and Driveway approach shall remain and be protected during repairs.
6. Storage or sale of removed items or materials on-site will not be permitted.
7. Contractor responsible for bid compliance & notification.
8. Contractor to dispose of all construction related debris.
9. Contractor shall preserve all surrounding buildings and property. Any damage to surrounding buildings or property will be repaired by the Contractor at his expense.

RENOVATION-REPAIR-PAINTING REQUIREMENTS (RRP RULE)

EPA RRP rule requires workers to be certified and trained in the use of lead-safe work practices, and requires renovation, repair and painting firms to be EPA certified (companies must be registered with the EPA). These requirements became fully effective April 22, 2010. The ruling was issued under the authority of section 402 (C)

(3) of the Toxic substances Control Act (TSCA) specifically to address lead-based paint hazards created by renovation, repair and painting activities that disturb lead-based paint in TARGET housing and child-occupied facilities constructed before 1978.

The EPA as well as the Housing Authority of the County of San Bernardino requires all contractors, sub-contractors and workers receive training and become certified by the EPA or EPA-accredited training provider prior to commencement of onsite work.

It is the responsibility of the general contractor to assure the Housing Authority of the County of San Bernardino full compliance with the EPA-RRP rule at all times prior to and during construction, including but not limited to, training, safe working practices, proper disposal of hazardous materials, proper record keeping and protection of adjacent materials.

Regulatory requirements shall include, but not be limited to the following:

- **Cal/OSHA Title 8, California code of Regulations (CCR)**
- **California Air Resources Board Ambient Air Quality Standard, Title 17, CCR**
- **California Department of Health Services, Title 17 CCR**
- **Cal/EPA, Title 22 CCR Disposal and Transportation of Hazardous Waste**
- **California Labor Code, division 5 Part 1, as it pertains to safety in employment and with the applicable provisions of the Title 8, CCR as it pertains to Occupational Safety and Health in the work place.**
- **HUD – Title X, residential Lead-Based Paint Hazard Reduction Act of 1992**

Removal of lead based paint will include exterior walls, window moldings, eaves, door moldings, fascia boards, siding but not limited to these areas alone. Removal includes transportation and final disposal at an approved landfill compliant with statutory regulations relating to hazardous waste.

Contractor to provide waste receipts to the Housing Authority of the County of San Bernardino prior to final pay request.

REQUEST FOR QUOTES

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

DATE: _____ BID NO. PC1002

DELIVER PROPOSAL TO: 715 E. Brier St. San Bernardino CA, 92408 OR
Email: Cgoss@hacsb.com
BY: 2:00pm on Wednesday, February 7, 2018
Attn: Clifford Goss PC1002

Materials and/or Services: **Interior Painting in Barstow CA**

Vendor Name: _____

Name and Title of Vendor's contact person: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

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):

PAINT COST PER SQUARE FOOT \$ _____

PATCH COST PER SQUARE FOOT \$ _____

PREPARATION AND PAINT COST LINER FOOT CABINETS \$ _____

Contractor Warranty _____

Manufacture Warranty _____

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 DELIVERD 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: _____

DESIGNATION OF SUBCONTRACTORS

(Form must be completed in full)

In compliance with Section 4104 of the California Public Contract Code, the following is a complete list of each subcontractor who will perform work or labor or render service in or about the project in the amount in excess of 1/2 of 1% of the total bid.

****Subcontractor license number and expiration date are required per Assembly Bill AB44. Your bid will be considered non-compliant and non-responsive if not included****

Trade:	Subcontractor:	Location of Business:	License # & Exp. Date:

_____ Name of Bidder

By: _____

Title: _____

If more than one portion is to be done by a single contractor, he shall also be listed herein and be licensed to perform that portion. The Housing Authority of the County of San Bernardino, at its discretion, may request previous experience documentation before allowing any one subcontractor to undertake work other than his principal contracting business.

NON-COLLUSION AFFIDAVIT FORM

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(Owner, partner, etc.) (Company)

2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham.

3. Neither said bidder nor any of its officers, partners owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Housing Authority of the County of San Bernardino, or the owner of the property interested in the proposal contract;

4. No member of the Board, or other Officers of the Housing Authority of the County of San Bernardino, or any person in the employ of the City or Agency is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

5. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

6. I am/The Bidder is not indebted to the Housing Authority of the County of San Bernardino in any form or manner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [State].

Signature Name

Printed Name of Person Signing

INSTRUCTIONS AND CONDITIONS

1. **Vendor Registration.** For HACSB to consider Vendor's proposal ("Proposal"), Vendor shall register with the HACSB. Vendor must submit vendor application and all required forms located on HACSB website at www.hacsb.com.
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 by telephone to John Borgardt at (909) 890-0664 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 following documents ("Contract Documents"):

1.	Certification of Acceptance of the General Conditions of the Contract for Construction (form HUD 5370-EZ).
2.	Specific Conditions of the Contract for Construction Pre-Screen.
3.	Representations, Certifications, and Other Statements of Bidders (form HUD 5369-A).
4.	Request for Taxpayer Identification Number and Certification (IRS Form W-9).
5.	Minority Code Identification Form.
6.	Non-Collusive Affidavit.
7.	Statement of Bidder's Qualifications.
8.	Designation of Subcontractors Form.
9.	Applicable prevailing wages determined by the United States Department of Labor.
10.	Certification of Authorization and Understanding.
11.	Bidder Certification Status as a Section 3 Business Corporation.
12.	Certificate as to Corporate Principal (Corporations only).
13.	Stipulation of Lien.
14.	Warranty/Guarantee.
15.	Agreement Certification.

6. **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.
7. **Quotations.** Unless otherwise stipulated, quotations are subject to acceptance at any time within 60 days after receipt.
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.
 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. **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.
 31. **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.
 32. **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.
 33. **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.
 34. **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.
 35. **This Request for Quote 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 quote without a purchase order issued by the HACSB.**
 36. **Nondisclosure of Proposal.** There will be no public opening or reading of this Proposal.
 37. **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.
 38. **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.
 39. **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.
 40. **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:

Clifford Goss, Procurement Officer
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408-2841