



**INVITATION FOR BIDS**

***TO PROVIDE AND INSTALL THIRTY-FIVE (35) NEW HVAC UNITS  
FOR  
YUCAIPA TERRACE APARTMENTS – IN YUCAIPA, CA***

***Project Number: #PC1019***

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

**Contact Information**

**HACSB**

Housing Authority of the County of San Bernardino (HACSB)  
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**Date: March 28, 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 Yucaipa Terrace Apartments a Multi Family Rental Complex to provide equipment and installation of thirty five (35) HVAC Systems.

#### PROJECT:

The complex was built in 1991. There are 9 dwelling unit buildings (30 ground floor units and 21 second floor units), 1 Office/Community Room. All units are currently occupied.

Lump sum bid includes mobilization, all labor, materials and equipment needed to complete the services, in compliance with all regulations.

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: This project is funded through HACSB a Public Entity, the site Yucaipa Terrace Apartments is a HACSB owned property. **State prevailing wages** will be required. This project is subject to all (D.I.R) Department of Industrial Relations and (CSLB) Contractors State License Board 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:

<b>HACSB PROJECT NUMBER</b>	<b>LICENSE</b>	<b>TRADE</b>	<b>ESTIMATE</b>
PC1019	C-20	Warm-Air Heating, Ventilating and Air-Conditioning Contractor	\$205,000

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 90 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 \$250 per day will be assessed for this project if it is not completed within 90 days from notice to proceed.

State Prevailing Wages will be required to be paid for all work performed under this Invitation for Bids. Current Wages may be obtained directly from the website at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> 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.

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 Job Walk on**  
**April 18th, 2018 at 10:00 am;**  
**At the job site 12435 6th Street, Yucaipa CA 92399.**  
**All bids are due by May 11<sup>th</sup>, at 2:00pm.**

**Sealed** bids are to be delivered or mailed to:

Attn: Clifford Goss, 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 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 [CGoss@hacsb.com](mailto:CGoss@hacsb.com) no later than **10:00am PST on April 30, 2018**. All questions and clarifications will be posted on our website [www.hacsb.com](http://www.hacsb.com).

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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](http://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 5370A)
4. Statement of Bidder's Qualifications\*
5. Designation of Subcontractors\* (if applicable)
6. Certification for Business Concerns Seeking Section 3 Preference\*
7. Certification of Bidder Regarding Equal Employment Opportunity\*
8. Certification of Bidder Regarding Minority/Women's Business Enterprise\* (if applicable)
9. Corporate Certification\* (applicable to corporations only)
10. Minority Code Identification Form\*
11. Non-Collusion Affidavit Form\*
12. Bid Proposal Form\* (included in this document)
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.
14. Contractor's Certification of Compliance/Davis-Bacon and Related Act Requirements\*
15. Supplementary Conditions of the Contractor for Construction (HUD 92554M)
16. Agreement Certification\*

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

1. Valid State of California contractor's License, Class B 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. 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. Warranty/Guarantee.
7. 100 % Performance/Payment Bond.

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

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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 the State Prevailing Wage Requirements.

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.

**1.4 TIME LINE**

<b>Release Of Invitation For Bid</b>	Date: March 28, 2018
<b>Mandatory Job Walk:</b> Bids will <b>not</b> be accepted from those who do not attend this mandatory Job Walk.	Date: <b>10:00 AM, Wednesday, April 18, 2018</b> <b>LOCATION:</b> Yucaipa Terrace 12435 6th Street Yucaipa, CA 92399
<b>Dead Line for Questions:</b> Email: <a href="mailto:Cgoss@hacsb.com">Cgoss@hacsb.com</a> (E-mail preferred) or Fax 909-915-1831	Date: April 30, 2018 @ 4:30pm
<b>Bid Close Date:</b> Late bids will <b>not</b> be accepted.	Date: May 11, 2018 @ 2:00pm
<b>TENTATIVE DATE FOR AWARDING OF CONTRACT / START OF WORK:</b>	June / July of 2018

**2. GENERAL REQUIREMENTS**

**2.1. SCOPE OF WORK COVERED BY CONTRACT DOCUMENTS**

The Housing Authority of the County of San Bernardino is seeking qualified licensed contractor(s) provide (35) replacement residential heating & air conditioning (HVAC) split systems. The work shall consist of the provision of all permits, materials, labor and equipment to perform the complete work as stipulated in this section. 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. Installation must conform to current CA Title 24 building efficiency standards at the time of contract execution.

**2.2. METHOD OF AWARD**

Bids will be evaluated based on relevant factors, including but not limited to the following

- Adherence to specifications as detailed in this **IFB**
- 2. Overall cost to the Housing Authority of the County of San Bernardino.
- 3. Prompt payment discounts on 30 days or less
- 4. Licenses/Certifications/Insurance.
- 5. References with demonstrated success with similar work to the Scope of Service.
- 6. Clarification, Exceptions or Deviations.

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**2.3. SITE LOCATION**

Yucaipa Terrace  
12435 6th Street  
Yucaipa, CA 92399

Unit numbers to be replaced under this contract:

Building	Building	Building	Building	Building	Building	Building	Building	Building	Bldg. 10
				501	601	701	801	901	1001
102	202	302		502			802	902	1002
	203				603	703	803	903	1003
104	204	304			604	704	804		1004
	205			505	605	705	805	905	
						706	806		
							807		

**2.4. SCOPE OF WORK - Continued**

Contractor shall supply labor, materials and equipment to remove and replace (35) HVAC systems at site. Work shall include, but shall not be limited to the following (not necessarily in the order indicated):

1. Cooling load calculations must be submitted with compliance documentation when requested by the building department and provided to HACSB prior to starting work. The load calculations may be prepared by:
  - a. Mechanical engineer
  - b. Mechanical contractor who is installing the equipment
  - c. Someone who is qualified to do so in the State of California according to Division 3 of the Business and Professions Code.
2. Recover refrigerant from system.
3. Disconnect, de-pipe, detach, and remove the existing indoor FAU and outdoor condensing unit.
4. Dispose of old equipment in compliance with State and Local ordinances. Recycling is strongly encouraged
5. Provide and install matched split system furnaces and condensing units in the same locations as current.
6. Provide and / or re-connect all necessary piping, electrical conduit, wiring, controls, ductwork, condensate, insulation & necessary accessories.
7. Install new liquid line filter/drier & site glass. Re-insulate suction piping.
8. Triple Evacuate (double sweep) the refrigerant system. Evacuate below 2000 microns, charge with nitrogen to 2PSI, and repeat 3 times. Final evacuation shall be below 500 microns.
9. Provide & install condensate drain trap. Test drain line & clear any blockages as needed.
10. The indoor blower unit shall be field-adjusted to the required air volume.
11. Provide testing, adjusting, and balancing services for the new split system and for all registers
12. Contractor must provide field verification & testing of new HVAC system by an independent entity (HERS Testing) after installation. Duct leakage shall be 5% or less.

**2.5. EXCLUSIONS**

Concrete repairs, Stucco repairs, Painting

**2.6. JOB SCHEDULING**

Contractor shall submit proposed work schedule to HACSB at least 2 weeks prior to work start date.

**2.7. PAYMENT ARRANGEMENTS**

Contractor may choose a Lump sum at close of contract. OR  
Progress payments 10% at Mobilization, Progress payments each 30 days, 5% retention.

**2.8. MATERIALS SPECIFICATIONS**

Replacement HVAC system must meet or exceed 14 SEER (12 EER) as designed.  
Condenser: 1.5 Ton, Ameristar #M4AC4018D1000 **or equal**.  
Coil: Ameristar TG35636D145B2222AP **or equal**.  
FAU: 60K BTU, Ameristar M801P040AU244AA **or equal**.

Bidders must submit proposed product information, manufacturer & model number with bid packages.  
Air conditioners must be certified to the state of California and registered on the California Energy Commission (CEC) database.

**2.9. WORK BY HACSB**

Provide address list and location of units  
Provide notice to residents  
Provide adequate access to the site and Contractor employee parking.

**2.10. AUTHORITY OF THE HACSB PROJECT MANAGER**

All questions that should arise as to the quality or acceptability of materials and work performed and as to the manner of performance and rate of progress of the work will be decided by the HACSB Project Manager. All questions which may arise as to the interpretation of the plans and specifications, as to the acceptable fulfillment of the contract on the part of the Contractor, and as to the compensation shall be decided by the HACSB Project Manager whose decision is final.

**2.11. CONSTRUCTION PLANS AND REPORTS**

The scope of work and any other details are to give a comprehensive idea of the construction contemplated. The project site is in an "existing condition" and therefore it is prudent and required upon the Contractor to compare the "existing condition" and plan accordingly.

**2.12. INTENT OF PLANS AND SPECIFICATIONS**

The intent of the I.F.B and specifications is to describe the details for the installation, construction, and completion of the work which the Contractor undertakes to perform in accordance to the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete details, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

**2.13. RISK OF LOSS**

The Contractor shall accept the site in its present condition and shall inspect the site for its character and type of units to be replaced. The HACSB assumes no responsibility for the condition of existing HVAC units, and other property within the area, or the condition of the property before or after the solicitation of proposals. No adjustment of proposal price or allowance for any change in conditions that occurred after the acceptance of the lowest responsible, responsive proposal will be allowed.



## **ORDER OF THE WORK**

Deliver all notifications as required.

Obtain all permits, including, prepare and submit to the City of Yucaipa for approval the Construction

Provide copies of all permits to HACSB Project Manager's prior to beginning any work.

Prepare and submit to HACSB Project Manager a Safety Plan for the project.

Include a project schedule including weekly updates.

### **2.14. SUPERINTENDENCE AND INSPECTION**

- 1.The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor. This representative shall be proficient in speaking and writing English.
- 2.The authorized representative **shall be present** on the site, at all times while the work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the HACSB Project Manager shall be made for any emergency work which may be required.
- 3.The HACSB Project Manager or his / her representative shall at all times, have safe access to the work for the purposes of inspection. The HACSB's inspection of the work does not relieve the Contractor of any of the Contractor's obligations to fulfill the contract.
- 4.If any subcontractor or person employed by the Contractor appear noncompliant with the contract documents or safety, the HACSB's Project Manager or representative shall have the right to discharge that subcontractor or person immediately and that subcontractor or person shall not be employed again for the remaining performance of this contract.

### **2.15. PERMITS**

1. The Contractor shall obtain all permits necessary to legally perform the contracted scope of work. The authority having jurisdiction for this project shall be the City of Yucaipa.

### **2.16. ACCESSIBLE AREAS**

- 2.14.1. The Contractor will need to enter into resident units to perform installation. Contractor, subcontractors, and all employees shall interact with residents in a respectful manner.
- 2.14.2. Shall wear a badge or clothing that clearly identifies the company they are with. Take reasonable precautions not to track in any debris.
- 2.14.3. If access is not possible do to tenant availability Contractor is to contact the Project Manager.

### **2.17. LITTERING AND HOUSEKEEPING**

- 1.The Contractor shall be responsible for keeping the site clean on a daily basis and for removing any debris, litter, or other loose material resulting from the execution of the work. Any cost incurred by the HACSB to keep the site clean shall be charged to the Contractor and deducted from the funds due for the work.
- 2.Littering of the site shall not be permitted
- 3.All waste will be stored on site in an acceptable container appropriate for the type of waste or hauled off the site daily.

### **2.18. PUBLIC PATHS AND TRAVEL WAYS**

- 1.Full street access and pedestrian pathway shall be provided to the residents and representative of HACSB shall be available
- 2.Only one entrance into the complex, contractor shall not in any way impede the flow of traffic.

## **2.19. PROTECTION OF PUBLIC FACILITIES**

- 1.The Contractor shall take all necessary precautions to avoid any damage to either sidewalks, or ADA ramps. Any damage to these facilities will be repaired by the Contractor at no additional cost to the HACSB. The repairs will return said facilities to their pre-damaged condition.
- 2.The Contractor shall take all necessary precautions to avoid any damage to existing public utilities such as fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, underground utilities or other appurtenances.

## **2.20. SITE SECURITY**

- 1.HACSB will notify residents of construction work. However, full site security of the work location is the responsibility of the Contractor and the Contractor shall assume whatever means are necessary to ensure the work location is safe and secure. This may require the Contractor to use caution tape cones etc.
- 2.The Contractor shall have the charge and care of the work and all materials and equipment used therein for the contract. The Contractor shall bear full risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work of the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof.
- 3.Where necessary to protect the work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable precautions to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of the responsibility for the work and materials as herein specified.

## **2.21. NOISE & AIR POLLUTION**

- 1.All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City of Yucaipa.
- 2.The Contractor shall comply with applicable air pollution control requirements of the South Coast Air Quality Management District. The Contractor shall take appropriate actions to minimize atmospheric pollution and prevent particulate matter from becoming airborne. Such reasonable precautions shall include but not limited to:

## **2.22. WARRANTY**

All work performed by the contractor, under this contract, shall be warranted by the contractor to be free from defects for a period of not less than five (5) years. All work rejected by the HACSB as failing to conform to the requirements of the scope of work for each project, the contractor shall remedy unsatisfactory work within **two (2) weeks**. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the HACSB determines to be directly attributable to the work of the contractor, could result in termination of the contract for default.

- a. All parts, materials and equipment installed by the contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the Housing Authority of the County of San Bernardino.

## 2.23. EXECUTION

1. UTILITY  
Prior to commencing any work, the Contractor shall verify that all utilities have been disconnected.
2. REQUIRED POSTINGS  
The Contractor shall post all required notices at entrances to work area and structures at all times.
3. QUALITY CONTROL  
Safety Compliance: In addition to detailed requirements of this Specification, comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities and publications. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the Work. Where the requirements of this Specification and referenced documents vary, the most stringent requirement shall apply.
4. SUBMITTALS AND NOTIFICATIONS
  1. **Product Submittals and Substitutions:** All substitutions shall be reviewed and approved by the Project Manager. Substitutes shall be equal in craftsmanship and usage.
  2. **Permits:** Submit at Pre-construction Meeting proof satisfactory to HACSB, that all required permits have been obtained. If no permits are required, submit notarized letter stating such.
  3. **Contractor's Work Plan:** Submit at the Pre-construction Meeting for approval a detailed plan of the work procedures to be used in the removal, repair, clean-up Such a plan shall include:
    - Schedule of replacement
    - Amount of staff that will be onsite
    - Testing of equipment
  4. **Equipment Certification:** Submit at Pre-construction Meeting manufacturers' information.

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**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)**

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**ATTACHMENT C**

**General Conditions for Construction Contracts (HUD 5370)  
(Attached as a separate file)**

**ATTACHMENT D**

**Statement of Bidder's Qualifications  
(Attached as a separate file)**

**ATTACHMENT E**

**Designation of Subcontractors  
(Attached as a separate file)**



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**ATTACHMENT F**

**Certification of Bidder Regarding Equal Employment Opportunity  
(Attached as a separate file)**

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**ATTACHMENT G**

**Certification of Bidder Regarding Minority/Women's Business Enterprise  
(Attached as a separate file)**

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**ATTACHMENT H**

**Corporate Certification  
(Attached as a separate file)**

**ATTACHMENT I**

**Minority Code Identification**  
*(Attached as a separate file)*

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**ATTACHMENT J**

**Non-Collusion Affidavit  
(Attached as a separate file)**

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**ATTACHMENT K**

**SAMPLE OF CONTRACT  
(Attached as a separate file)**

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**ATTACHMENT L**

**BID PROPOSAL FORM**  
**(Attached as a separate file)**

# INVITATION FOR BIDS

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

**PROPOSAL DUE BY:**  
**2:00 p.m. Friday, May 11, 2018**

Materials and/or Services: Yucaipa Terrace HVAC Replacement

**PC1019 Yucaipa Terrace Apartments HVAC Replacement**

**Bids Due: Friday, May 11, 2018 at 2:00 p.m.**

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

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):

Condenser Make/Model \_\_\_\_\_ FAU Make/Model \_\_\_\_\_

HVAC System Labor \$ \_\_\_\_\_ Materials \$ \_\_\_\_\_ Total Cost Per Unit \$ \_\_\_\_\_

Contractor Warranty \_\_\_\_\_ Manufacture Warranty \_\_\_\_\_

\$ \_\_\_\_\_ Grand 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 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: \_\_\_\_\_



## 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](http://www.hacsb.com). Email registration forms to [procurement@hacsb.com](mailto: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 [CGOSS@HACSB.COM](mailto:CGOSS@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](http://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.

- General Liability:** \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *HACSB Additional Insured or,*
- Commercial General Liability:** \$3,000,000; 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:** \$500,000; 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

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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 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)

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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. **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.gpo.gov/davisbacon/>.
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.

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

