



**INVITATION FOR BIDS**

**TO PROVIDE WATERPROOFING  
 FOR EXTERIOR BALCONIES– IN Yucaipa, CA  
 Project Number: #PC1024**

- 1) **Introduction:** The Housing Authority of the County of San Bernardino (HACSB) is accepting bids from licensed and bonded Trade Contractors to provide balcony deck waterproofing.
- 2) **Project Funding:** This project is funded through HACSB, a Public Entity, the site is HACSB owned property, and State prevailing wages will be required. HACSB must submit the winning bid package to the State of California for approvals prior to contract approvals. Tentative construction dates will be between July 2, 2018 and September 4, 2018.
- 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:

| <b>HACSB PROJECT NUMBER</b> | <b>LICENSE REQUIRED</b> | <b>TRADE</b>                  | <b>ESTIMATE</b> |
|-----------------------------|-------------------------|-------------------------------|-----------------|
| #PC1024                     | C-39                    | Roofing Contractor            | \$36,933.00     |
|                             | C-33                    | Painting And Decorating       |                 |
|                             | C-61                    | Limited Specialty             |                 |
|                             | D-41                    | Siding and Decking Contractor |                 |

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**Site Location:** 12435 6<sup>th</sup> Street, Yucaipa, CA 92399

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- 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 Coordinator as necessary to ensure progress and timely completion of the Work.

- 5) **Duration:** The contract is 30 days. Tentative construction dates will be between July 2, 2018 and September 4, 2018. Actual start date for project will be given through an official notice to proceed letter. Working hours for this project will be 8:00 am to 4:30 pm Monday through Friday. Liquidated damages in the amount of \$250 per day can be assessed for this project if it is not completed within 30 days from notice to proceed.
  
- 6) **Prevailing Wages:** Prevailing wages are required to be paid for all work performed under this Invitation for bid. Current Wage Determinations may be obtained directly from the website at <https://www.dir.ca.gov>. It shall be mandatory upon the Contractor to whom any contract is awarded and upon any Subcontractor under him to pay not less than said specified prevailing rates to all laborers and mechanics employed by them in the execution of the contract. The Contractor should use the Prevailing Wage Rates for trades for pricing their bid. The wage Determination may be found at [www.dir.ca.gov](http://www.dir.ca.gov).
  
- 7) **DIR Registration:** The DIR requires registration of public works projects to be completed within five days of awarding the contract. A PWC 100 form will be completed by the awarding body. The completion and the submission of this form fulfills the required public works project award notification as required by Labor Code sec. 1773.3
  
- 8) **JOB WALK:**  
Mandatory Job Walk on:  
April 19, 2018 at 1:00 pm;  
Job site: 12435 6th Street, Yucaipa, CA 92399
  
- 9) **Deadline for Questions/ Clarification:** No oral request after job walk will be accepted. All such requests must be in writing through email to [Cgoss@HACSB.com](mailto:Cgoss@HACSB.com) or faxed to 909-915-1831 no later than **5:00pm PST on April 25, 2018.**
  
- 10) **Deadline for Bids: May 1, 2018 at 2:00 PM. Late bids will not be accepted.**  
**Bid Submittals:** Bids are to be mailed or hand delivered to - 715 E. Brier Drive San Bernardino, CA 92408
  
- 11) **Intent to award:** 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. Where found advantageous an award may be distributed to multiple vendors.

12) **“OR” Equal** If a reference to a specific brand name is made in these bid specifications, the brand name is illustrative and to be construed as a specification, which describes a component that has been tested or evaluated by HACSB as best meeting specific operational, design, performance, maintenance, quality, reliability standards and requirements of the HACSB, thereby incorporating these requirements by reference within the specification. An equivalent (“or equal”) may be offered by the bidder, subject to testing or evaluation by the HACSB prior to award of contract. HACSB shall be the sole judge of whether any proposed item will fulfill its requirements for HACSB intended purpose and reserves the right to reject proposed item as non-responsive. It shall be the sole responsibility of the bidder to provide, at bidder’s expense, any product information, test data and other information or documents HACSB may require fully evaluating or demonstrating the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing), may be required as a condition of acceptance at a qualified test facility at the bidder’s expense.

13) **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.

14) **Interpretation of IFB:** The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the IFB. If any Contractor planning to submit a quote finds discrepancies in or omissions from the IFB, or is in doubt as to the meaning, a written request for interpretation or correction must be given to HACSB. Any changes to the IFB will be made only by written addendum and may be posted on the HACSB website at <http://ww2.hacsb.com/business>. The HACSB is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the HACSB purchasing website at

15) **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 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.

15.1 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.

16) **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 can 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".

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)  
<http://www.dir.ca.gov/public-works/Contractors.html>
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, Class C39 Roofing Contractor 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)

- 16.1) 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.
- 16.2) 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.
- 16.3) 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.
- 16.4) 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.
- 16.5) Payroll certification will be required through LCP Tracker system. [www.lcptracker.net](http://www.lcptracker.net)

Housing Authority of the County of San Bernardino  
715 East Brier Drive  
San Bernardino, CA 92408  
Clifford Goss, Procurement Officer  
Phone: 909-332-6342 Email: [CGoss@hacsb.com](mailto:CGoss@hacsb.com)

### **SPECIFICATIONS AND SCOPE OF WORK**

17) **JOB OVERVIEW:** The Housing Authority of the County of San Bernardino is seeking qualified licensed contractor(s) to repair subfloor plywood and apply resilient waterproofing coatings on second story exterior balconies over occupied dwelling space. 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.

18) **SITE LOCATION(S):**

Yucaipa Terrace Apartments  
12435 6th Street,  
Yucaipa, CA 92399

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, 1 Maintenance Shed, and a Gazebo structure. The property has one driveway along the south side of the complex terminating at a round parking area at the east. All units are currently occupied

19) **SCOPE OF WORK:** Contractor shall supply materials, labor and equipment necessary to re-surface approximately (2950) square feet of liquid applied, resilient waterproofing coating on all exterior balconies throughout the complex. The current resilient coating has been in service approximately 10 years.

1. Inspect all decks prior to work. All carpentry repairs should be made prior to waterproofing work.
2. Thoroughly clean existing decking surface per manufacturer's specifications.
3. If there are any areas of algae, mildew or fungus that show stain on the existing coating, treat these areas with a chlorine water solution, followed by a clear water rinse.
4. After washing and cleaning deck, allow 24 hours to dry before applying any coatings.
5. Remove all loose coatings back to firmly adhered area. Sand to feather edge.
6. Inspect edges and surfaces of existing flashing and repair as necessary.
7. Fill/patch/tape cracks or voids per mfg's specifications. Allow sufficient cure time prior to applying coatings.
8. Mask off all adjoining areas that are not to receive coatings
9. Apply resilient waterproofing base coat per manufacturer's specifications. Allow sufficient cure time.
10. Install intermediate coat(s) and texture granules. Allow sufficient cure time.
11. Install finish coat per manufacturers' specifications, allowing cure time in between.
12. Allow sufficient cure time per manufacturer's specifications before allowing foot traffic.

20) **EXCLUSIONS** Carpentry (subfloor repairs), Sheet Metal Fabrication

- 21) **SCHEDULING** Contractor shall submit work plan to HACSB at least 14 days prior to beginning work. The second floor balconies are the only access to the dwelling unit. At no time shall the access be completely closed off to residents or emergency personnel. Contractor shall plan the waterproofing operations in phases to allow minimum disruption of resident access to the unit. Tentative construction dates will be between July 2, 2018 and September 4, 2018. Contractor shall submit work plan to HACSB at least 14 days prior to beginning work to allow resident notification.
- 22) **MATERIALS SPECIFICATIONS:** LIQUID APPLIED RESILIENT WATERPROOFING COATING: Primary waterproofing materials shall be products of a single manufacturer. Manufacturer shall have a minimum of 10 years' experience of products of this type. The friction coefficient shall exceed the maximum recommendations of the ADA for accessible routes, for wet & dry surfaces, and for leather and rubber heel materials. Submit product information with bid package. Color shall match exterior wall paint as close as possible. Submit color samples for approval prior to application.
- 23) **PROJECT CONDITIONS:**
- 23.1 Contractor to work in a safe orderly manner ensuring safety of personnel, pedestrians and property.
- 23.2 Contractor is responsible to comply with any/all required permits required by local authorities and ordinances. Contractor is responsible for all approvals, inspections per local Building & Safety Requirements
- 23.3 Conditions existing at time of inspection for bidding purposes will be maintained by HACSB as far as practical.
- 23.4 Contractor to verify all utilities disconnected prior to work. Including, but not limited to Gas, Electric, Cable TV, FIOS, Sewer, Telephone, and Water.
- 23.5 Curb/Gutter and Driveway approach shall remain and be protected during repairs.
- 23.6 Storage or sale of removed items or materials on-site will not be permitted.
- 23.7 Contractor responsible for RRP compliance & notification.
- 23.8 Contractor to dispose of all construction related debris.
- 23.9 Contractor shall preserve all surrounding buildings and property. Any damage to surrounding buildings or property will be repaired by the Contractor at his expense.

END SCOPE OF WORK



**INVITATION FOR BID COST SHEET - PC1024**      DATE: \_\_\_\_\_

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

**DELIVER PROPOSAL TO: 715 E. Brier St. San Bernardino CA, 92408**  
**BY: 2:00pm on May 1, 2018**  
**Attn: Clifford Goss PC1024**

Materials and/or Services: **Waterproofing for Exterior Balconies Deck**

**PC1024: 12435 6<sup>th</sup> Street, Yucaipa, CA 92399**  
**Bids Due: 2:00pm on May 1, 2018**

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):\*

LABOR COST \$ \_\_\_\_\_ MATERIALS COST \$ \_\_\_\_\_

TOTAL PROJECT COST \$ \_\_\_\_\_

\_\_\_\_\_ Dollars

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: \_\_\_\_\_



## 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](http://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 Department. 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**