



REQUEST FOR PROPOSAL – PC1070

PORCELAIN REFINISHING SERVICES

Clifford Goss, Procurement Officer

Housing Authority of the County of San Bernardino

715 E. Brier Drive

San Bernardino, CA 92408

September 2018

I. 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.

II. PURPOSE

The purpose of this Request for Proposals is to solicit responses from qualified companies to furnish services to the HACSB as identified in the "Scope of Work" of this request.

A. Contact Information

This RFP is being issued, as will any addenda by the HACSB. The contact person for the HACSB is:

Clifford Goss, Procurement Officer
715 E. Brier Drive
San Bernardino, CA 92408-2841
(909) 332-6342
(909) 915-1831 - FAX
cgoss@hacsb.com

Fax number and e-mail address may be used to submit QUESTIONS ONLY. Proposals will not be accepted by e-mail or facsimile. One (1) original and one (1) digital copy in the form of a CD or flash drive to the contact person noted above.

III. Contract Term

The Contract period will be for a three (3) year base period beginning approximately October 2018 through September 2021 with two (2) additional optional years to extend through August 2023.

Currently there is no contracted vendor for this service HACSB receives competitive pricing for individual projects. In fiscal year 2017/18 HACSB has had \$31,000.00 of refinishing services.

IV. Proposal Timeline

1. RELEASE OF REQUEST FOR PROPOSAL	September 28, 2018
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions by email to: Cgoss@HACSB.com	Must be submitted by: Date: October 11, 2018 Time: 2:00 PM Pacific Time
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on: http://ww2.hacsb.com/business Late bids will not be accepted	October 18, 2018 @ 2PM 715 E. Brier Drive San Bernardino CA 92407
4. TENTATIVE DATE FOR AWARDED CONTRACT	5-90 days

HACSB may insert elective choices such as site visit, oral interviews, presentations, demonstrations, shortlist, best and final offers, etc.

Questions regarding the contents of this RFP must be submitted in writing on or before time and date and directed to the RFP Contact listed in Section II, Paragraph A - Purpose. All questions submitted will be answered and posted on HACSB's website.

V. PROPOSAL CONDITIONS

A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

B. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the proposal opening.

C. Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of proposals upon which award could not be made. Protests based on any omission or error, in the content of this RFP, may be disallowed if not brought to the written attention of the RFP Contact in Section II, Paragraph A – Purpose, at least five days before the Deadline for Proposals.

D. Incurred Costs

HACSB is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer's responsibility.

E. Amendments/Addenda to RFP

HACSB reserves the right to issue addenda or amendments to this RFP if HACSB considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

F. Best Value Evaluation

As established in this solicitation, HACSB realizes that criteria other than price are important and will award contract(s) based on the proposal that best meets the needs of HACSB. The optimal combination of quality, price, and various qualitative elements of required services will provide HACSB the greatest or best value for its money.

G. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. HACSB may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of HACSB. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by HACSB to be immaterial or inconsequential, HACSB may choose to accept the proposal.

Minor informalities may be waived by the Procurement and Contracts Supervisor when they:

- Do not effect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or HACSB may elect to waive the deficiency and accept the proposal.

This RFP does not commit HACSB to award a contract. HACSB reserves the right to reject any or all proposals if it is in the best interest of HACSB to do so. HACSB also reserves the right to terminate this RFP process at any time.

H. Clarification of Offers

In order to determine if a proposal is reasonably acceptable for award, communications by the Facilitator for the Evaluation Panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

I. Public Records Act

All information submitted in the Proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposers should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the HACSB determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

HACSB assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the HACSB a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the HACSB in making its determination as to whether or not disclosure is proper under federal, state or local law. The HACSB will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

J. Disclosure of Criminal and Civil Proceedings

HACSB reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. HACSB also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or

offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to HACSB. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

K. Debarment and Suspension

Proposer certifies (using Exhibit F) that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

Further, Proposer affirms that it has no record of unsatisfactory performance with HACSB in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

L. Board and Staff Communications

Under no circumstances may any member of the HACSB or any staff member other than the contact specified in Section II – Paragraph A, be contacted during this RFP process, by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification.

M. Final Authority to Award

The final authority to award contracts as a result of this RFP rests solely with the HACSB Housing Commission as delegated by the Board of Governors or based on award amount, by the Board of Governors.

VI. SCOPE OF WORK

It is the intent of these specifications, terms and conditions to describe Porcelain Refinishing Services for Tubs, Showers, and Sinks on an “as-needed” basis required by various HACSB Developments located throughout the County of San Bernardino. The HACSB is committed to using products and procuring services that are environmentally responsible and to providing the healthiest and safest work environment for its employees. To achieve this objective, the HACSB prefers to procure services which make use of environmentally preferable products.

HACSB is soliciting bids from Contractors who are capable of providing qualified personnel, transportation and supplies necessary to perform Porcelain Refinishing Services for Tubs, Showers, and Sinks on an “as-needed” basis for various HACSB Developments throughout the County of San Bernardino. Contractor(s) shall be available to perform these services at the times requested by the HACSB, to include Saturdays and during an emergency. Contractor(s) shall be responsible for providing these services on all types of porcelain tubs, showers, and sinks upon request from the HACSB.

SPECIFIC REQUIREMENTS

1. Prep and refinish cast iron tub (solid color)
2. Repair and refinish fiberglass tub (solid color)
3. Prep and refinish fiberglass tub surround (solid color)
4. Install non-skid mat in tub
5. Prep and refinish sinks (solid color)
6. Prep and refinish laminate countertops (base color & speckled finish)
7. Prep and “acid” wash tub

1. CONTRACTOR RESPONSIBILITY

- a) Contractor(s) shall provide all personnel, uniforms, tools, equipment, parts, records/logs, materials and supplies necessary to perform the services described herein.
- b) Contractor(s) certifies that all furnished supplies and materials to be used are not harmful to the surfaces being treated. All supplies and materials are subject to HACSB approval.
- c) Contractor(s) shall use mild chemicals that are quick to dry and low in toxics that meet the HACSB’s Persistent Bioaccumulative Toxins (PBT) Resolution requirements, which are as follows:

follows:

In January 2002, the County passed a resolution “to encourage the reduction and where feasible, the elimination of (persistent, bioaccumulative and toxic chemical] (PBT) emissions”. The United States Environmental Protection Agency has established a list of twelve priority PBT’s including dioxins, polychlorinated biphenyls, mercury and its compounds, lead and others. The most current list can be found at the EPA’s website at: www.epa.gov/opptintr/pbt/.

- d) Porcelain Refinishing for Tubs, Showers, and Sinks services shall be performed on an as-needed basis or as requested due to an emergency. Contractor(s) shall complete these services in sufficient time to allow for proper drying or curing before the start of business the next day.
- e) Contractor(s) shall be responsible for all damages, which occurred to HACSB property while performing services, regardless of whether it's damage to item(s) being treated or other item(s) in and around unit where services are being performed.

2. EMPLOYEE CONDUCT

- a) Contractor's employees shall not disturb any items within the units or disturb papers on tables, desks, etc. or open drawers or cabinets, use telephones, radios, or television sets, or tamper with personal property while performing services.

3. State Prevailing Wages:

Prevailing wages are required to be paid for all work performed under this RFP. 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.

4. 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

EXHIBIT "C" PROPOSAL FORM
Proposal: Porcelain Refinishing Services for Tubs, Showers, and Sinks
On an as-needed basis
RFP #PC1070

Vendor Name: _____

To: The Housing Authority of the County of San Bernardino

- The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish Porcelain Refinishing Services for Tubs, Showers, and Sinks on an "as-needed" basis as described in the Scope of Work in accordance therewith, for the sum of:

Item	Description	Yr1 2017-18 Cost	Yr2 2018-19 Cost	Yr3 2019-20 Cost
Bathroom Services Prepare and refinish...				
1	Fiberglass tub (solid color)	\$	\$	\$
2	Fiberglass tub walls (solid color)	\$	\$	\$
3	Cast iron tub (solid color)	\$	\$	\$
4	Bathroom sinks (solid color)	\$	\$	\$
5	Install non-skid mat in tub	\$	\$	\$
6	Porcelain Tub (lower only)	\$	\$	\$
7	"Acid" wash porcelain tub	\$	\$	\$
8	Strip porcelain tub if tub has been Refinished before	\$	\$	\$
9	Refinish tub splash walls (tile)			
10	Tub and walls done at the same time (tile)			
11	Vanity top			
Kitchen Services Prepare and refinish...				
12	Refinishing over laminate (Formica) countertops (base color & speckled finish)	\$	\$	\$
13	Sink	\$	\$	\$
14	Countertops	\$	\$	\$

Date _____, 20____

(Company Name)

(Official Address)

(By)

(Title)

(Contractors State License Number)

(Telephone Number)

1. Successful Contractor(s) awarded for a service area will be required to provide their services to all locations within the geographic service area.

This proposal submission covers the following areas: (Yes or No)

<u>Service /Area Offices:</u>	<u>Yes or No:</u>
Chino, Colton, Bloomington, Fontana, Montclair, Ontario Rancho Cucamonga, Rialto, Upland Chino Affordable Housing Community 13088 Monte Vista Avenue Chino, CA 91710	
Victorville, Barstow Barstow Affordable Housing Community 421 South 7 th St. Barstow, CA 92311	
Housing Programs Office 672 South Waterman Ave. San Bernardino, CA 92408	
Maplewood Homes-San Bernardino 1738 West 9 th St. San Bernardino, CA 92411	
Redlands, Highland, Loma Linda Yucaipa Redlands Affordable Housing Community 803 W. Brockton Redlands, CA 92374	
Ontario HCV Office 424 North Lemon Ave. Ontario, CA 91764	
Victorville HCV Office 15465 Seneca Rd. Victorville, CA 92392	

Evaluation Criteria:

1. Experience of the proposer's organization (30 points): Including number of years providing Porcelain Refinishing Services. Quality, quantity, complexity and nature of the firm's experience in providing refinishing services to institutions similar to the HACSB's as evidenced by portfolio. Portfolio should demonstrate the firm's innovative and outstanding work as well as the firm's unique qualifications to provide these services.

Demonstrated customer satisfaction on previous projects of similar size and scope as evidenced through contracts with references provided by both the respondent and those identified by the HACSB. The HACSB reserves the right to contact any party that the proposer has worked for in the past and to reject a proposer based on past poor performance.

- 2. Organization's Qualifications (30 points):** Training experience and longevity of staff; Approach in methodology with respect to the anticipated scope of services, as evidenced in bidder's proposal, which demonstrates maximum comprehension of and ability to provide such services. The ability, availability, and experience of employees to be assigned to the project.
- 3. Cost (fees) (35 points):** Weighted, based on lowest price at 35 points.

$$\text{Score} = \frac{\text{Lowest Bidder's Price}}{\text{Bidder's Price}} \times 35$$

- 4. Ownership (5 points):** Certification of (MBE/WBE) minority, or women ownership of proposers firm.

1) Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. Presentation

All hard copies of proposal must be submitted on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.

One (1) original and one (1) digital copy in the form of a CD or flash drive to the contact person noted in section II, A.

The envelope must be **SEALED** and include the following notation on the bottom left hand corner of the proposal. "Request for Proposal PC1070 Porcelain Refinishing Services Enclosed". Please also include company/individual name on the outside of the envelope. The proposals will be evaluated based on the criteria established in this document. Proposals received after the specified date and time may not be accepted. Two or more companies may also be selected for an interview.

Hand carried proposals may be delivered to the RFP Contact identified in Section I between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding office closure days and holidays observed by HACSB. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

VIII. INFORMATION REQUESTED OF PROPOSERS

a. **Organizational and Personnel Background**

Provide an overview of your company, emphasizing its qualifications and major organizational strengths.

b. **Experience**

Discuss your experience, in serving as a provider of Porcelain Refinishing Services.

c. **Miscellaneous Discussion Questions**

1. Identify the specific individuals who would be assigned to work with the HACSB and specify which person would be the primary contact person with the HACSB. Please include their level of expertise in the services and certifications held by staff.
2. Provide an estimate of time that will be required to begin Porcelain Refinishing Services.

d. **Price**

Provide your cost as listed in the Bid Proposal form for the rendering of the services and clearly specify if any additional expenses will be charged to the HACSB in connection with this proposal.

e. **Affirmative Action**

The HACSB requires that each respondent be an Equal Opportunity Employer: State that the respondent complies fully with all government regulations regarding nondiscriminatory employment practices.

IX. COMPANY QUALIFICATIONS

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Porcelain Refinishing Services. Proposals must include information on competency in performing Porcelain Refinishing Services, demonstration of acceptable financial resources, and personnel staffing. The vendor shall furnish detailed information on references, as well as background and experience with projects of a similar type and scope to include as a minimum:

a. Brief history of the company

b. A listing of five (5) references where similar services were performed. The client reference shall include the name of organization, contact person, address, and telephone numbers.

c. Vendor shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule. Offerors shall include information on past experience with similar projects. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:

- The number of years the Offeror has provided these services; *and*

- The number of clients and geographic locations that the Offeror currently
- Provide the names and titles of the key management personnel directly involved with supervising the services rendered under this Contract along with their resumes.
- Provide the name and resume of the Offeror's Contractor Representative who, if the Offeror is selected for award, would be responsible for the daily oversight of the Contract from the Contractor's perspective.

X. RFP REQUIREMENTS AND CONDITIONS

Minimum Requirements

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

Submission Requirements

Forms included within this Request for Proposal must be included with proposal, in addition to any and all included documents for review and consideration. Failure to submit mandatory forms will result in rejection of the proposal. The required documents are as follows:

1. Exhibit A – Contact Information Form
2. Exhibit B – Proposal Form
3. Exhibit C – Reference Form
4. Exhibit D – Certification Regarding Debarment or Suspension
5. Exhibit G - HUD Form 5369C

Collusion

Proposer, 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 proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

Disputes

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply.

Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to the address listed in Section II – Paragraph A of this RFP, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

Solicitation: Any protest against a solicitation issued by HACSB must be received by the Contracting Officer before the bid or proposal submittal deadline, or it will not be considered.

Award IFB: Any protest against the award of a contract based on an IFB must be received by the Contracting Officer no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFQ: Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by HACSB to reject a proposal, must be received by the Procurement and Contracts Supervisor within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by HACSB to reject a bid submitted in response to an RFP must be received by the Procurement and Contracts Supervisor within two business days after being notified in writing of HACSB's decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision. The decision of the HACSB shall be final and binding upon all parties.

XI. INSURANCE REQUIREMENTS

A. **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:** \$1,000,000; 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:** statutory limits or,
- 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.*

B. 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.

C. Indemnification and Insurance Requirements

1. 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.

2. 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.

3. 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.

4. 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.

5. Proof of Coverage

The Contractor shall immediately furnish certificates of insurance to HACSB Procurement Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of 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.

6. 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.

XII. CONTRACT CONDITIONS

Americans with Disabilities Act

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

Law of the State of California

The resulting contract will be entered into within the State of California and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within the County of San Bernardino and the State of California shall be followed with respect to the contract.

Contract Terms and Final Selection

The selected company will be expected to sign the HACSB's Contract Agreement, which will specify the term of service, likely to be annually. If the selected applicant and the HACSB cannot come to terms with respect to the contract, the HACSB reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable to the HACSB.

EXHIBIT A - Contact Information Form

To: Clifford Goss, Procurement Officer
(909) 332-6340 (909) 915-1831 Fax, or
Email: Cgoss@hacsb.com

This form is to acknowledge that we are in receipt of RFP #PC1070 for Porcelain Refinishing Services and have noted our intention to bid.

Vendor Name: _____

Address: _____

Contact/Title: _____

Phone: _____

Fax: _____

Email: _____

I PLAN TO SUBMIT A BID.

- Yes, I will be submitting a bid.
- Maybe, I need to research and get more information (contact HACSB-information listed above)

NO BID. Indicate *any* of the following. We:

- Do **NOT** desire to be retained on the vendor list.
- Desire to be retained on the vendor list, but decline to bid based on the following:
 - Cannot comply with specifications/scope of work, Explain: _____
 - _____
 - _____
 - Cannot meet delivery requirements, Explain: _____
 - _____
 - Do not regularly provide this type of product/service
 - Other, Explain: _____
 - Please update my information as listed above.

HOW YOU FOUND OUT ABOUT THE BID. Indicate *any* of the following. We:

- Checked the agency website
- Received notice by fax or e-mail
- Newspaper Ad, please list paper: _____
- Trade Publication, please list: _____
- Plan Room, please list: _____
- Other, Explain: _____

EXHIBIT C – REFERENCES FORM
CURRENT CLIENT REFERENCES (REQUIRED) – RFP#PC1070 PORCELAIN REFINISHING SERVICES

Submit this form with the BID, failure to do so is grounds for disqualification.

Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
<hr/>	
Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
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Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
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Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
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Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____

Bidder's Company Name	_____
Legal Structure (corp./partner/proprietor)	_____
Principle Office Address	_____
Phone Number & Fax Numbers	_____
Email	_____
Federal Employer Identification Number	_____
Title of Person Authorized to Sign	_____
Print Name of Person Authorized to Sign	_____
Date Signed and Authorized Signature	_____

EXHIBIT D - CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to the HACSB Procurement and Contracts Supervisor if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the HACSB government, the HACSB Procurement and Contracts Supervisor may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that it has no record of recent unsatisfactory performance with HACSB, during the past twenty-four (24) months at a minimum.

Printed Name of Representative: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT E – STATE OF CALIFORNIA LABOR CODE



State of California LABOR CODE Section 1771.1

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

(Added by Stats. 2014, Ch. 28, Sec. 63. (SB 854) Effective June 20, 2014.)