



[www.hacsb.com](http://www.hacsb.com)

## **REQUEST FOR PROPOSAL – PC1090**

### **LANDSCAPE SERVICES IN:**

COLTON, CHINO, FONTANA, MENTONE, MONTCLAIR, ONTARIO,  
REDLANDS, SAN BERNARDINO, UPLAND, YUCAIPA.



**Clifford Goss, Procurement Officer**  
Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408  
December, 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. HACSB desire to award three (3) vendors to serve the East, Central and West designated locations.

**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) 890-0644  
(909) 915-1831 - Fax  
[procurement@hacsb.com](mailto:procurement@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 un-bound proposal must be submitted with original signatures to the address above.

**III. Contract Term**

The Contract period will be for a two (2) year period beginning approximately February 1, 2019 through January 31, 2021, with two (2) single-year option to extend the contract until no later than January 31, 2023, or until such time as terminated per the terms of the agreement.

The initial engagement will be for a two (2) year period. In addition, HACSB shall have the option to extend the engagement for up to two (2) additional years, on a year-to-year basis, at the fee in the original proposal. The option years shall be exercised by written board approved contract amendments, if mutually agreed by both parties.

**IV. Proposal Timeline**

Release of RFP	December 4, 2018
Question Due	December 18, 2018 @ 2PM PST
Answers to Questions	TBD
Proposals Due	January 10, 2018 @ 2PM PST <b>LATE BIDS WILL NOT BE ACCEPTED</b>
Evaluation Process	January 2019
Board Approval	February - March 2019
Award of Contract	March - April 2019

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 – Contact Information. 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. Questions**

Proposers may submit written questions regarding this IFB by mail or e-mail to the RFP Contact listed in Section II, Paragraph A – Contact Information by the date stated in Section IV – Proposed Timeline. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

### **E. 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.

### **F. 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.

### **G. 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.

### **H. 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 Director of Procurement and Contracts 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.

#### **I. 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.

#### **J. 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.

### **K. 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.

### **L. Debarment and Suspension**

Proposer certifies (using Exhibit D) 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.

### **M. 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.

### **N. Final Authority to Award**

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

**VI. SCOPE OF WORK**

Refer to Exhibit A

**VII PROPOSAL SUBMISSION REQUIREMENTS**

**General**

- A. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
- B. Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted.
- C. Paper responses must be submitted, at the location identified in the solicitation, by mail or in person to the RFP Contact listed in Section II, Paragraph A – Purpose and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal.
- D. Proposals must be sealed and submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
- E. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

**F. 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 unbound proposal and One (1) electronic copy saved on a USB drive to the Contact in Section II- Paragraph A.

The envelope must be **SEALED** and include the following notation on the bottom left hand corner of the proposal, “**Request for Proposal PC1090 for Landscaping Services Enclosed.**” Please also include company /individual name on outside of envelope. The proposals will be evaluated based on the criteria established in this document. Proposals received after the specified date and time will not be accepted. Two or more companies may be selected for an interview.

Facsimile Copies or emails will **NOT** be accepted. All proposals will become property of the HACSB upon submission.

Hand carried proposals may be delivered to the RFP Contact identified in Section I between the hours of 8:00 a.m. and 4:00 p.m., 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 Landscape Services. Must have at least three (3) years experience for services equivalent or similar to the services identified in Exhibit A – Scope of Work.

### **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 providing landscape services and certifications held by staff.
2. Provide an estimate of the time that will be required to begin services as outlined in Exhibit A.
3. Discuss your company's policy regarding minimum charges.

### **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.

Please provide a monthly cost by location and total to each REGION/SERVICE AREA for the rendering of services and clearly specify if any additional expenses will be charged to the HACSB in connection with this proposal. The bidder shall provide an annual price for each year on the sites that the vendor intends to bid, which includes labor costs which are computed based on the HUD MWRD rates.

Proposers may submit bids on an REGION/SERVICE AREA by REGION/SERVICE AREA basis (asset management point); multiple, and/or all Region/Service Area's; or the entire proposal. Proposers shall include all locations in an REGION/SERVICE AREA in their pricing for their bid and provide a cost for each location. Evaluation and awards will be made to the proposer(s) who best meet the needs of the HACSB.

For each REGION/SERVICE AREA you are bidding; please note that proposals will not be considered complete if a price by REGION/SERVICE AREA is not included in the proposal form, along with cost by location.



We realize that contractors cannot predict aspects of future prices such as fuel, fees, insurance and tipping fees. However please use an inflation factor to figure your future year bid. If there are increases to the bid that were unforeseen which are higher than the cost of inflation for the previous year period, the vendor shall be permitted to request an equitable adjustment in their fees to offset the costs. The contractor shall be required to provide documented proof of the increases through their supplier invoices or other documentation to substantiate any request for increase.

**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. RFP REVIEW**

At a HACSB meeting, scheduled after such review, some of the companies that have responded may be asked to be available for interviews. If so, those companies will be given not less than three (3) business days notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the respondent.

**XI. COMPANY QUALIFICATIONS**

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Landscape Services. Proposals must include information on competency in performing comparable Landscape 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. At least three (3) references must be for multi-family apartment or condominium properties. Proposals not listing multi-family apartment or condominium property references may be considered as non-responsive.

**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*
- Copies of training, certification, licensure, etc.; *and*
- The number of clients and geographic locations that the Offeror currently provides.
- Provide the names and titles of the key management personnel directly involved with supervising the services rendered under this Contract along with their resumes.

***Bidder must include copies of the company's current landscaping services license (Contractor's License).***

***Bidder must include proof of registration with the Department of Industrial Relations (DIR), including PWCR number assigned by the DIR.***

## **XII. SELECTION CRITERIA**

All proposals will be initially evaluated to determine if they meet the following minimum requirements:

### **Minimum Proposer Qualifications (pass/fail):**

- a. Experience of organization: Have at least three (3) years experience in providing landscape services for other similar sized entities with similar scope;
- b. Provide at least five (5) references for which like services have been performed within the past five (5) years; 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. Contractor references contain at least three (3) references must be for multi-family apartment or condominium properties. **Proposers who do not provide multi-family apartment or condominium property references may be considered as non-responsive.**
- c. Meet other presentation and participation requirements listed in this RFP;
- d. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Contractor's State License Board and State of California Department of Consumer Affairs, and have no unsatisfactory record of performance with any public agency; and
- e. Have the administrative and fiscal capability to provide and manage the proposed services.
- f. Minimum crew size:

Contractor shall provide sufficient staffing to perform the landscape services for the complete site during a single day. Proposals must contain the number of staff that will be provided to guarantee that contractor will be able to meet the single day per site service requirement.

Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

### **Selection Factors:**

Contractors' submittals will be evaluated based on the criteria listed in this section. In preparing your proposal to HACSB, it is important to clearly demonstrate expertise in the areas described in this document. Because multiple areas of expertise may be required for successfully performing projects under this RFP, the Contractor, either through in-house staff or sub-Contractors, must demonstrate expertise or have available adequate quantities of experienced personnel in all of the areas described.

Contractors are encouraged to identify and clearly label in their proposal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the proposal, and if applicable, interviews, and reference responses. HACSB reserves the right to request additional information or documentation

from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process.

If a responding firm chooses to provide additional materials beyond those requested, those materials should be included in a separate section of the proposal.

In submitting a proposal, the Contractor agrees that any costs or prices proposed shall be valid for a minimum of 90 days from the date of the proposal.

**The following criteria with a point system of relative importance, with an aggregate total of 100 points, will be utilized to evaluate each proposal:**

Evaluation Criteria		Weighting (Max. Points)
1	<p><u>Qualifications:</u></p> <ul style="list-style-type: none"> <li>a) Firm’s qualifications and experience with similar work including at least three years of demonstrated experience.</li> <li>b) Firm’s proposals demonstrates their specialized knowledge, experience for the work required, based on work history(especially in a housing authority or a multi-unit enviroment).</li> <li>c) Capability and demonstrated ability to comply with the scope of work in the RFP.</li> <li>d) Capability, experience, and applicable certifications and licenses of staff to be assigned to a contract based on this RFP.</li> <li>e) Past performance of the firm on prior work of the same of similar nature, based on the references provided.</li> <li>f) Staff Training</li> <li>g) Proposer has a clear understanding of the scope of services required by HACSB.</li> <li>h) Bidder has a realistic approach to the performance of the required work.</li> <li>i) Bidder has proposed a sufficient number of staff and supervisors for each area they are bidding, to addequately provide the service.</li> <li>j) Has provided a clear and conscise plan for accomplishing all services, including a timetable, staff assignments, and soundness of proposed methods of performing services.</li> <li>k) Prior workhistory with HACSB</li> </ul>	40
2	<p><u>Price Proposal:</u> (fees), weighted, based on lowest price at 45 points</p> $Score = \frac{Lowest Bidder's Price}{Bidder's Price} \times 45$	45
4	<p><u>Section 3 Compliance:</u> Bidder Qualifies as a Section 3 Business Enterprise or Bidder certifies that they will provide training to HACSB Participants or Section 3 income qualified individuals</p>	15
<b>Maximum Total Points</b>		<b>100</b>

All responses to this RFP that are received will be screened for eligibility. As time permits, an evaluation panel will rate eligible proposals, according to the criteria listed above, and may conduct reference checks as part of the process. If there is insufficient information, HACSB reserves the right to request additional information and to interview firms to discuss their proposal.

Based on its evaluation, the panel will make a recommendation to HACSB's Housing Commission to award a contract. As needs arise, HACSB will contact the firm and negotiate a scope of work and compensation, formalizing the agreement in a Work Order to an On-Call Contract for the services.

### **XIII. 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 HUD form 5370, 5369-B and 5369-C. Failure to submit mandatory forms may result in rejection of the proposal.

#### **Cancellation of the RFP**

The HACSB reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACSB. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

#### **Collusion**

Proposer, by submitting a proposal, hereby certifies (using Exhibit E) 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: Contractors may protest a solicitation issued by HACSB. It must be received by the Director of Procurement and Contracts before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Director of Procurement and Contracts 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 Director of Procurement and Contracts 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 Director of Procurement and Contracts 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.

#### **XIV. 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**: \$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**: 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*.

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.

## **B. 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.

## **XV. 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.

### **Section 3 Provisions**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The purpose of Section 3 is to ensure that, to the greatest extent feasible, employment, training, and business opportunities created by HUD financial assistance be directed to low and very-low income persons, particularly persons who are recipients of HUD assistance for housing. A contractor recommended for award must comply (using Exhibit F) with Section 3 requirements.

### **Federal Lobbyist Requirements**

A Bidder is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents. Failure on the part of the Bidder or persons/sub-contractors acting on behalf of the Bidder to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

### **Exhibit and Appendix List**

EXHIBIT A – Scope of Work  
EXHIBIT B – Contact Information  
EXHIBIT C – Proposal Form  
EXHIBIT D – Certification Regarding Debarment or Suspension  
EXHIBIT E – Non-Collusion Affidavit  
EXHIBIT F – Section 3 Certification Form  
EXHIBIT G – HUD 5369-B  
EXHIBIT H – HUD 5369-C  
EXHIBIT I – HUD 5370-C Section I&II

EXHIBIT J – HUD 4010

APPENDIX A – HUD Maintenance Wage Rate Determination

APPENDIX B – DIR State of California Prevailing Wage (Residential & Non-Residential)



## **EXHIBIT A**

### **Scope of Work**

It is the intent of this RFP to establish a contract, with licensed and bonded entities for the Housing Authority of the County of San Bernardino for labor, materials and equipment necessary to provide Landscape Services for multifamily residential units and administrative offices located throughout the County of San Bernardino.

All work is to be performed according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of HACSB. The Contractor will perform landscape maintenance and repairs for properties owned by HACSB as requested by the Property Manager or their designee. The HACSB offers no guarantee of any amount of work to be performed under the Contract.

If requested by the Property Manager, Project Manager, or Supervising Maintenance Worker; awarded contractor shall provide landscape services according to the specifications included in the scope of work in this section.

#### **I. General Requirements**

- A. The Contractor shall furnish all labor, equipment, tools, parts, materials, supplies, consultants, and sub-consultants and necessary appurtenances required to perform the work required.
- B. Identify a project manager, foreperson, supervisor or lead person (ENGLISH SPEAKING) for each REGION/SERVICE AREA who is empowered to enact orders relative to the services contained in the RFP at all times throughout the Contract period. Cellular phone contact information and a brief description of the individual's experience are strongly recommended. HACSB reserves the right to require replacement of an individual whose skills, experience, behavior or methods prove to be deficient in any significant way that threatens the success of the project.
- C. Provide a schedule of performance for each location including start time and anticipated completion time each service day. Update this information as needed with the HACSB staff at the communities.
- D. Strictly comply with the written scope of work proposed for each location.
- E. Understand that HACSB is not responsible for lost, stolen, damaged or destroyed material or equipment belonging to the successful offeror while en route or on HACSB property.
- F. Possess all required licenses, certifications and insurance coverage's to meet the requirements of the General Conditions and local governments. Including but not limited to City business licenses, L&I coverage, Applicator's Licenses, and Driver Licenses.
- G. Immediately remove from the property any equipment or material which pose a risk of injury or illness to residents, staff, or property. Including chemicals not permitted by Law, equipment that is faulty, leaking gas or oil, or dangerous due to missing guards or components.
- H. Remove all debris generated by the work from the property at the end of the service day. On – site dumpsters and trash bins are not to be used to dispose of debris related to this project. It is essential that debris is blown away from units.
- I. Perform all proposed tasks in an orderly, professional and safe manner. Take care when working around resident's belongings, patios, vehicles and property equipment and features.  
NOTE: Properties are NON-SMOKING sites. All personnel are prohibited from smoking anywhere on the property, including vehicles.
- J. Report accidental damages caused by the work to the HACSB Senior Regional Communities Manager immediately.

- K. Act responsibly in resolving tenant complaints generated by the work. Written notice of which will progress from the resident to the on-site staff to the Successful Proposer's designated contact. Subsequent dissatisfaction expressed by the affected resident will be addressed by the HACSB, resident, and successful contractor until a resolution can be reached. Be advised the HACSB will not pay, rebate, refund, or otherwise compensate a resident who makes a substantiated claim. All claims for damage raised by residents, visitors or guests which can be proven to relate to the work, and is not a result of HACSB's negligence, will be the responsibility of the successful proposer to alleviate to the satisfaction of the affected party. HACSB staff shall not serve as a mediator between resident and contractor. Contractor will be required to mitigate all claims directly with the resident or affected party.
- L. Employ articulate, responsible, conscientious, experienced personnel throughout the duration of the project. The HACSB reserves the rights to require replacement or reassignment of staff members who do not demonstrate the ability to perform the work in a manner consistent with standard practices.
- M. Employ safe work practices that are consistent with governing agency requirements for the type and location of the work (CalOSHA, OSHA) at all times throughout the duration of the project. The successful proposer will be the sole responsible party for insuring adherence the rules, recommendations and guidelines. The responsibility to insure the same level of safety on the part of subcontractors, consultants or invitees of the successful proposer lies solely with the selected proposer.
- N. Supply manufacturer product data for each product proposed to be used during the course of the work. Each site will be given a copy of the MSDS information for every product brought on – site for the duration of the work.
- O. Apply all materials in accordance with manufacturer recommended methods.
- P. The Contractor shall possess a valid California C-27 Landscaping CSLB License for the duration of the contract to perform all work in accordance with latest Landscape codes for the County of San Bernardino and local jurisdiction, where applicable, and according to this Scope of Work.
- Q. For public funded projects, the Contractor shall renew their registration with the Department of Industrial Relations (DIR) and submit proof of registration information, including PWCR number on a yearly basis to HACSB.
- R. The Contractor shall provide services in a thorough and workman like manner observing any laws, statues, ordinances, rules, or regulations of any governmental agencies or public authorities and to the satisfaction of the Housing Authority.
- S. The Contractor shall comply with both State and Federal Prevailing Wage requirements.
- T. The Contractor shall charge for services rendered in accordance to the contract's fee schedule.
- U. The Contractor shall provide all labor, equipment, and materials necessary to complete all the necessary work.
- V. Additional services (upon request of the Maintenance Supervisor or Senior Regional Communities Manager): The Senior Regional Communities Manager may need additional services for a specific property. Please provide an attachment to your bid which covers the following items:
- Cost estimates for main line, timers, and valve repairs or replacements
  - Installation of additional shrubs and plants.
  - Additional single family properties on an as-needed basis
  - Rodent treatment (possums, etc.)
  - Additional repairs/replacement of equipment, plants or services on an as needed basis.

## II. Specifications

The Contractor shall provide landscape repair and maintenance to **all properties** associated with housing units (residential) and office buildings (commercial) that include, but not limited to:

### **Removal of Trash and Debris: Weekly**

Contractor shall, prior to beginning service at a site, remove all trash and debris (i.e. papers; cardboard; bottles, broken glass, sticks branches, etc.) from the landscaped and applicable paved areas so that the contractors staff may maintain safety and provide service in a professional manner. Contractor shall remove and properly dispose of all clippings, trimmings or cuttings as a result of their work in accordance with local and state regulations. Remove all debris generated by the work from the property at the end of the service day. On – site dumpsters and trash bins are not to be used to dispose of debris related to this project. When using a blower, it is required that landscapers blow debris away from the units when performing services.

### **Turf: Weekly**

During the growing season (spring, summer, and fall) to be mowed and edged **once a week** or as weather conditions allow. However, if weather conditions require a modification to these dates due to warmer, cooler, or wetter weather, the contractor shall make the appropriate adjustment to the frequency of mowing, with notification to the property manager.

Landscaper shall review areas in need of reseeding and perform the reseeding as needed. (Price shall be included in the monthly contract amount)

Should weather conditions interfere with weekly landscaping schedule, then landscaper shall provide landscaping services to each location the next available day within that week. Contractor shall immediately notify Senior Regional Communities Manager or their designee of the next available date.

Chemicals are not to be used to edge grass. Landscapers utilizing edgers, rotary trimmers or “weed whackers” must not cause any damage to the exterior of buildings, including stucco or paint; as this will be charged to landscaper as damages.

Fertilization will be performed **four times per year**. A balanced fertilizer (16-6-8 w/iron) shall be used **three times** and a high nitrogen formulation (22-0-0) in winter shall be utilized. Broadleaf and pre-emergent weed control once a year. Turf to be aerated as needed to relieve compaction. Replace of mulch as needed to cover any areas that experience erosion.

**Note:** In reference to fertilization of turf areas, please coordinate with Regional Communities Manager and/or Maintenance Supervisor **prior** to scheduling this service to verify areas to be fertilized.

**Gopher and/or Ground Squirrel control is to be included.** Treatment shall be on a monthly cycle and ongoing when evidence is observed.

A California Chemical Applicator License is required to apply Roundup (glyphosate), pre-emergents, pesticides, gopher bait (strychnine) and snail bait (metaldehyde). Chemical operations must be covered by liability insurance. If you will be using these products, your staff will be required to possess the appropriate applicator license and have appropriate liability insurance coverage.

**Shrub: Weekly**

To be kept neat and clean and in a healthy growing condition at all times. Shrubs are to be pruned monthly for aesthetics or as directed by HACSB and fertilized two times per year with a balanced fertilizer. All chemical applications to control pests are included. The landscaper shall be fully responsible for any replacement of shrubs, which die within 12 months of planting, which shall be at no cost to owner. Also, shrubs should be maintained to ensure that they do not block windows, impede walkways; touch buildings, cooling systems and electric/gas utility meters. Inspect plants for health and adjust watering as needed. Contractor to be responsible for replacement of dead plantings.

**Ground Cover: Weekly**

To be trimmed neatly, weed free, and kept in a healthy growing condition at all times. Edges to be trimmed straight, height to be controlled as necessary or as directed by owner. Ground cover to be contained in its original design intent and away from any existing shrubs. Ground cover shall be fertilized twice a year with a balanced fertilizer. The landscaper shall be fully responsible for any replacement of ground cover, which dies within 12 months of planting. No cost to owner to be billed.

**Tree Trimming: Ongoing / Continuous**

All trees and branches twenty feet in height and below are included in the monthly fee (all trees on site). Trees and branches over twenty feet will be charged as extra work and will commence only after owner approval.

Trees will be pruned with horticulturally accepted practices for form and health, which shall be done on a **quarterly basis**.

In addition, the Contractor shall remove or prevent encroachment where it blocks vision or is considered undesirable by the Regional Communities Manager.

Contractor shall Remove low branches, dead limbs, branches and fronds from all trees on an ongoing basis (up to a height of 20 feet) to maintain a clearance for branches overhanging sidewalks, walks, driveway lanes and parking areas, any other public access areas of the properties, and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable. Contractor must trim trees, on an ongoing basis; so that they do not touch the roof, or fascia of buildings.

**Irrigation: Ongoing / Continuous**

Any repairs caused by contractor's neglect shall be remedied at no cost to HACSB. All minor sprinkler head and lateral line repairs are included in proposal. Any major repairs for Region/Service Area, repair of irrigation mainline, repair of remote control valves, and repair of automatic controller will be reported to HACSB and completed only after approval. Automatic water system to be tested weekly to insure proper coverage and operation. Programming of automatic water control system is the responsibility of the landscaper, which should reflect changes of climate and plant needs. Landscaper shall set timer(s) to comply with current and future municipal water use restrictions. For example – irrigation only permitted on certain days of week according to odd/even addresses. Other municipalities mandate no watering at all on certain days.

Additionally, contractor is responsible for making any seasonal adjustments to the automatic watering systems to maintain a healthy growth and water conservation. Contractor shall turn off the automatic watering system during extended rainy conditions. Manual sprinklers shall be the responsibility of the landscaper. To eliminate dead areas, leaks, and to maintain the curb appeal of the properties, it is essential that the irrigation ,

valves, timers, sprinklers, programming, and any other water control systems on the properties require to be checked on a weekly basis, and adjusted if needed.

**Weed Control: Ongoing**

Weed spraying with approved herbicide every two weeks in sidewalk cracks and along perimeter fencing (including the exterior sidewalk areas) to prevent growth and to eliminate trip and fall hazards. All fence lines shall be maintained free of weeds, shoots, and saplings.

**Specifications for Ontario HCV Office ONLY: (Refer to specifications for descriptions)**

**Removal of Trash and Debris: Every 2 Weeks**

**Turf: OMITTED**

**Shrub: Every 2 Weeks**

**Ground Cover: OMITTED**

**Tree Trimming: Ongoing**

**Irrigation: Ongoing**

**Weed Control: Ongoing**

**Specifications for Administration Office ONLY:**

**Removal of Trash and Debris: Weekly**

**Turf: Weekly (Please note additional specifications below):**

This area shall consist of the lawn and planter areas and front entry and back areas adjacent to the building **only**, due to the fact our corporate property manager (Tri-City) has their own landscaping company who services the parkways and grass areas just adjacent to the parking lot and street.

**Shrub: Weekly**

**Ground Cover: Weekly**

**Tree Trimming: Ongoing**

**Irrigation: Ongoing**

**Weed Control: Ongoing**

**III. General Specifications – All properties**

**Inclement Weather:**

In the event of inclement weather which will cause the Contractor to miss their regularly scheduled service date, the contractor shall upon such determination, Contractor shall immediately notify the Senior Regional Communities Manager or their designee of the next available date, which shall be the next clear or dry day, or arrange for an alternate service date.

**Seasonal Changes:**

Flower changes in April and September included.

**Callback Services:**

Contractor shall return to work site after being notified of any deficient conditions. If two callbacks occur during a one-month period or if a total of five such callbacks occur during the contract period, the HACSB shall have the right to declare the Contractor non-performing and shall have the right to terminate the contract without penalty.

**Invoice Based On Performance:**

Contractor shall not charge HACSB for any missed worked days or weeks etc. HACSB will not approve invoices for work not performed. Appropriate reduction to invoices shall be made for any incomplete portion of services.

**Annual Property Inspections by HUD (REAC)**

Every year in the fall annual property inspections are conducted by HUD (Housing and Urban Development). The results of these inspections are extremely important to our funding. One of the key areas they inspect is the landscaping/grounds of each property, including trees, soil erosion, and rut control. Therefore during the months of August – April it may require some short notice by the Maintenance Supervisor/Senior Regional Communities Manager to the contractor to complete some extra work on various properties within a specified time. The HACSB however, will do our best to provide as much advance notice as possible to assure the extra work can be completed in the time required by the HACSB.

**Landscaped Areas:**

These shall be generally defined as those areas on HACSB property where grass, lawn shrubs, plants and trees are installed or planted.

**Paved Areas:**

These shall be generally described as sidewalks, walkways, patios, curbs, parking areas and bumpers immediately adjacent to (meaning, within 30 feet) the landscaped area.

**IV. Contract Pricing**

- A. Cost shall include all materials, equipment and labor for standard application.
- B. Contractor shall provide rates for: Normal Work Rates, Holiday Rates, and Weekend Rates. Overtime work shall be performed only upon the HACSB's request.
- C. Supplies and materials shall be provided to the HACSB at manufacturer's suggested retail price, less discount. The discount shall be indicated on the BID FORM.
- D. The following shall apply to all hourly rate pricing:
  - 1. Regular time is defined as the HACSB's normal business hours, 7:30 a.m. to 4:30 p.m., Monday through Friday.
  - 2. Overtime work shall be performed only upon the HACSB's request by the Property Manager or their designee.
- E. Holiday work shall be performed only upon the HACSB's request. Holidays that qualify for holiday rate billing are as follows:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Independence Day
- F. All hourly rates quoted "must include" overhead, profit, travel and all administrative costs. Trip charges are not permitted under this contract.
- G. If a holiday falls on a day during the week when normal services were to be provided and the contractor does not perform the service, then the contractor will be required to reschedule the service to be completed on another day that same week, or make arrangements with the Senior Regional Communities Manager to make up for the missed day that services were to be provided.

H. The Contractor may be required to have the hours worked certified by HACSB personnel at the job site.

I. Price Escalation:

After the first contract year (and at the beginning of any ensuing contract year, there may be an escalation of labor costs allowed in the same amount of an escalation that occurs pertaining to the State of California Prevailing Wage Rates or the applicable HUD MWRD. For example if, at the end of the first contract period the listed Prevailing/MWRD wage rates increase 5% as compared with the listed rates on the date of the bid submittal deadline, the Contractor will be entitled to a 5% increase in the labor rates that they submitted in response to the proposal. August 1 will be used for the baseline date to determine the listed wage rate. There shall be no more than one of these adjustments within any 12 month period during the contract. If the responsible governmental agency increases any rate more than once in a 12-month period; an exception may be granted.

**V. Invoices**

A. The Contractor shall invoice in accordance to the fee schedule.

B. The Contractor shall include on every invoice the following:

- a. Name and address of site,
- b. Name of requester,
- c. Work performed,
- d. Purchase Order number,
- e. Cost of materials/supplies,
- f. Total number of labor hours,
- g. Total number of employees that completed work.

C. The Contractor shall provide one point of contact for all invoicing.

D. The Contractor shall provide receipts for materials, supplies, parts and equipment at HACSB's request.

E. Invoices shall be submitted monthly by location on one invoice after the service has been performed. Each site manages their invoices. Each site to be clearly identified and assigned a unique invoice number with the site address on the invoice.

F. HACSB is prohibited by HUD to pay for services in advance.

**VI. Materials, Equipment, Supplies and Parts**

A. The Contractor shall be responsible for the purchase of all materials, equipment, supplies and parts to provide the needed services. The Contractor shall purchase materials, equipment, supplies and parts that are reasonably priced and equivalent to or better than the existing.

B. The Contractor shall use materials and equipment that are safe for the environment and safe for the use by the Contractor's employees.

**VII. Hourly Rates**

A. The Contractor shall charge only for the time worked on-site.

B. The Contractor shall have pre-approved email when work needs to be performed after business or emergency hours.

**VIII. Holiday Hours:**

If a holiday falls on a day during the week when normal services were to be provided and the contractor does not perform the service, then the contractor will be required to reschedule the service to be completed on another day that same week, or make arrangements with the Senior Regional Communities Manager to make up for the missed day that services were to be provided.

**IX. Warranties on Materials, Repairs and Parts**

- A. The Contractor shall warranty repair service for not less than 180 days following the date of acceptance of the repair service by the HACSB staff.
- B. The Contractor shall provide copies of all the manufactures warranty to HACSB for materials, equipment and parts.
- C. The Contractor shall correct defect(s) on service repairs and parts within 24 hours at no cost to HACSB.

**X. Project Coordinators**

- A. The HACSB project coordinator for this project is the Supervising Maintenance Worker, who can be contacted via telephone numbers, which will be provided to the awarded contractor(s). Any work at the site shall be scheduled through HACSB at least forty-eight (48) hours in advance of the work.
- B. The Contractor shall provide a full-time Supervisor with 5 years of experience in managing projects of similar size and scope as contained in this Scope of Work.
- C. The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.
- D. The Contractor's Project Coordinator shall have a cellular telephone, which number shall be provided to HACSB. The Project Manager or Project Coordinator shall establish a routine for communications with HACSB to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by HACSB. When the contractor or its agents are on the site, the Project Manager shall contact HACSB at least daily to review overall performance, receive special instructions regarding the scope of work or other pertinent items regarding the contract, and the contractor's performance.
- F. The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name. All uniforms, will be provided by the Contractor, at the Contractor's expense.

**XI. Training**

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

**XII. Work Authorization**

- A. The Contractor shall be required to visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the HACSB. The quotation shall be provided within" three (3) business days" of the original request, and shall include a detailed summary in accordance with the contract rates. If the quotation is accepted and the work performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

**XIII. Site Control**

- A. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, HACSB employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.



- B. The contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the contractor's workers are not present. The contractor is responsible for protecting the work from damage from any source prior to final acceptance.
- C. At the completion of work, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition.
- D. It is the responsibility of the Contractor to remove from the worksite, daily, all debris and to dispose of such properly, pursuant to all applicable (local, State and Federal) codes, laws and regulations. Debris shall not be disposed of in the HACSB dumpsters.

**XIV. Day and Time**

All services shall be performed on a day and time convenient to the HACSB and which will be firmly established during the negotiations held between the HACSB and the top ranked proposer.

**XV. Prevailing Wage Requirements**

This contract will be funded with public funds. The bidder shall be responsible for complying with all applicable labor requirements as dictated by the type of contract/project described below:

A. HUD Maintenance Wage Rate Determined (Federal Funds) – Applicable for Affordable Housing Units

When the source of funds are determined to be in whole or partially with federal funds, Federal Labor Standards Provisions (HUD 4010) refer to Exhibit J, including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) shall be enforced. The current U.S. Department of Labor prevailing wage determinations are applicable as follows: Residential Projects (property units) – HUD Maintenance Wage Rate Determination of \$10.50 plus fringe benefits of \$0.285. Non-Residential Projects (buildings) – HUD Maintenance Wage Rate Determination of \$10.50 plus fringe benefits of \$0.47. The applicable DOL General Wage Determination will depend on if the location of the work to be performed is at a residential or non-residential site. These rates are the minimum rates that must be paid to ALL employees performing work in these classifications at the project site(s). The most current Federal Wage Decisions are listed as attachments under Appendix A.

B. California State Prevailing Wage (Public Funds) – Applicable for Authority Owned Properties (AOP) and RAD properties.

For non-residential and residential projects (buildings and property units), contractor shall pay its employees that perform such work as stated within this RFP at a rate not less than the California State Prevailing Wage for Southern California Determination #SC-LML-2018-1 issued 2/22/2018 for Locality San Bernardino of \$11.00 plus fringe benefits of \$0.47. Please refer to Appendix B for the State of California Labor Code for more detail. Regardless of the funding source (federal, state, or local), the Contractor shall comply with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc., applicable to this contract, including but not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics. Said rates can be obtained on the website at

[www.dir.ca.gov](http://www.dir.ca.gov). The Contractor and Subcontractor shall also: 1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations (CCR) section 16000(a), and as set forth in Labor Code Sections 1771 and 1774; 2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites; 3) Provide workers' compensation coverage as set forth in Labor Code Section 1861; 4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee; 5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776; 6) Pay workers overtime pay; as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's Section 16200; 7) Comply with Section 16101 of these regulations regarding discrimination; 8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5; 9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and 10) Comply with any other applicable requirements imposed by the State of California.

The Federal Labor Standards Provisions (HUD 4010), including prevailing wage requirements of Davis-Bacon and Related Acts (DBRA) shall be enforced, in addition to all labor requirements of the State of California prevailing wage laws, regulations, codes, as set forth above. When federal and either state or local funds are used and a discrepancy between Federal Regulations and State Law is found to exist, the more stringent of the two shall prevail.

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.)

**XVI. Service Area Locations and Funding**

Provide Landscape Services for the various HACSB Authority Owned sites located throughout the County of San Bernardino as identified below:

<b>Property:</b>	<b>Address:</b>	<b>City:</b>	<b>Units:</b>	<b>Funded:</b>	<b>Wage:</b>
Las Palmas	8980 Date St., #1A-#3D	Fontana, CA	16 units	Public	Residential
Kingsley Patio Homes	10302 – 10399 Poulson Ct.	Montclair, CA	34 units	Public	Residential
Canyon Villas	2265 Cahuilla St., #1-46	Colton, CA	46 units	Public	Residential
Mentone Property	1232 Crafton Ave., #A1-C10	Mentone, CA	34 units	Public	Residential
Yucaipa Crest	12385 6 <sup>th</sup> St., #101-923	Yucaipa, CA	45 units	Public	Residential
Yucaipa Terrace	12435 6 <sup>th</sup> St. , #101-1005	Yucaipa, CA	51 units	Public	Residential
Maplewood Homes	1738 West 9 <sup>th</sup> St.	San Bernardino	431 units	Public	Residential
Chino RAD	13088 Monte Vista	Chino, CA	52 units	Public	Residential
Redlands RAD	1034 Glen Court	Redlands, CA	75 units	Public	Residential
Colton Affordable Housing	772 Pine St.	Colton, CA	127 units	Federal	Residential
Redlands Affordable Housing	803 West Brockton Ave./9 <sup>th</sup> St.	Redlands, CA	16 units	Federal	Residential
Upland Affordable Housing	1200 North Campus Ave	Upland, CA	101 units	Federal	Residential
Central Office	715 E. Brier Drive	San Bernardino	Building	Federal	Non-Residential
Housing Programs Office	672& 680 S Waterman Ave	San Bernardino	Building	Federal	Non-Residential
HCV – Ontario	424 North Lemon Ave	Ontario	Building	Federal	Non-Residential

**Note:** Proposals will be accepted and awarded by geographic area. Contractors may submit proposals for all or some of the service areas. Successful Contractor(s) awarded for a service area will be required to provide their services to all locations within the geographic service area. It is the intent of the HACSB to award multiple contracts for the Agency and/or individual service area.

### EXHIBIT B - Contact Information Form

To: Clifford Goss, Procurement Department  
(909) 332-6340 (909) 915-1831 Fax, or  
Email: [procurement@hacsb.com](mailto:procurement@hacsb.com)

This fax is to acknowledge that we are in receipt of RFP #PC1090 for Landscape 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: \_\_\_\_\_



<b>Section 2 Central County</b>				
<b>Maplewood Homes - RAD</b>				
#	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1		300		
2	740, 744, 748, 752, 754, 756 West 7 <sup>th</sup> St., San Bernardino, CA 92410	6		
3	755, 757, 759, 761, 763, 765 West 8 <sup>th</sup> St., San Bernardino, CA 92410	6		
4	1315 – 1325 N. Davidson Ave., San Bernardino, CA 92411	6		
5	630 & 632 N. "J" St., San Bernardino, CA 92410	2		
6	1297 & 1299 N. Turrill Ave., San Bernardino, CA 92411	2		
7	1077 & 1079 West 11 <sup>th</sup> St., San Bernardino, CA 92410	2		
8	2165 W. Mill St. #1-#10, San Bernardino, CA 92410	10		
9	754 & 756 N. Berkeley St., San Bernardino, CA 92410	2		
10	764 & 766 N. Berkeley St., San Bernardino, CA 92410	2		
11	774 & 776 N. Berkeley St., San Bernardino, CA 92410	2		
12	753 W. Evans St., San Bernardino, CA 92405 #1-#24	24		
13	155 & 157 E. King St., San Bernardino, CA 92408	2		
14	205, 207, 209, 211 East 2 <sup>nd</sup> St., San Bernardino, CA 92408	4		
15	217, 219, 221, 223, 225, 227 East 4 <sup>th</sup> St., San Bernardino, CA 92410	6		
16	1425 N. Lugo Ave., #1-#8, San Bernardino, CA 92404	8		
17	1470 E. Lynwood Dr. #a-#0, San Bernardino, CA 92404	15		
18	3964 N. Genevieve St., #1-#4, San Bernardino, CA 92405	4		
19	3970 N. Genevieve St., #1-#4, San Bernardino, CA 92405	4		
20	4181 N. "E" St., #1-#24, San Bernardino, CA 92407	24		
	<b>Total</b>	431		
<b>Housing Programs Office</b>				
#	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1	672 South Waterman Ave., San Bernardino, CA 92408	N/A		
<b>Administration Office</b>				
Location #	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1	715 E. Brier Drive, San Bernardino, CA 92408	N/A		
<b>Canyon Villas</b>				
#	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1	2265 Cahuilla St, #1-46, Colton, CA	46		
<b>Colton</b>				
#	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1	772 Pine St. Colton, CA 92324 (including office & community room)	87		
2	539 E. "B" Street, Colton, CA 92324 (including office)	40		
	<b>Total Amount</b>	127		

<b>Section 3 East County</b>				
<b>Mentone</b>				
#	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1	1232 Crafton Ave #A1-C10, Mentone, CA	34		
<b>Yucaipa Crest</b>				
#	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1	12385 6th St. #101-923, Yucaipa, CA	45		
<b>Yucaipa Terrace</b>				
#	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1	12435 6th St. #101-1005, Yucaipa, CA	51		
<b>Redlands - RAD</b>				
#	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1	1034 Glen Court, Redlands, CA 92374	75		
<b>Redlands</b>				
#	Address	# of Units	Yr1 2019-20	Yr2 2020-21
1	26022 E. 9 <sup>th</sup> St., Highland, CA 92410	12		
2	821 Sun, Redlands, CA 92374	4		
3	34192 Cherry Tree Lane, Yucaipa, CA 92399	Lot		
		<b>Total</b>	16	
		<b>Total Amount</b>	16	

Above template is available as a separate file (posted on our website) for easier data input. Attachment Exhibit C must be submitted with bid proposal packet along with this signature page.

2. In submitting this proposal it is understood that the right is reserved by the Housing Authority of the County of San Bernardino to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the 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/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to him for signature.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
(By) (Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractors State License Number)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(DIR Registration Number)

**CURRENT CLIENT REFERENCES (REQUIRED) – RFP#PC1090– LANDSCAPE 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 \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, ST, Zip \_\_\_\_\_

Fax/Phone/Email \_\_\_\_\_

Contact Name/Title \_\_\_\_\_

Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, ST, Zip \_\_\_\_\_

Fax/Phone/Email \_\_\_\_\_

Contact Name/Title \_\_\_\_\_

Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, ST, Zip \_\_\_\_\_

Fax/Phone/Email \_\_\_\_\_

Contact Name/Title \_\_\_\_\_

Type of Engagement \_\_\_\_\_

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 \_\_\_\_\_

City, ST, Zip \_\_\_\_\_

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 Director of Procurement and Contracts 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 Director of Procurement and Contracts may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that is 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**

**Non-Collusion Affidavit of Prime Bidder/Subcontractor**

State of California)  
County of San Bernardino)

\_\_\_\_\_, being the first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Owner, partner, etc.) (Company)

the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the 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 proposed contract;

5. No member of the Common Council, or other Officers of the Housing Authority of the County of San Bernardino, or any person in the employ of the 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,

6. 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;

7. I have read and understand the attached document entitles "Additional Eligibility Requirement of Contractors Who Bid on Community Development Funded Projects and Contracts", and affirms that the Bidder meets the Eligibility Requirements and agree(s) to comply with the terms and conditions contained as the date hereof;

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

## **EXHIBIT F – SECTION 3 CERTIFICATION**

### **CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

**MANDATORY**—Proposer must submit the “Certification” form as to whether they “satisfy” or “do not satisfy” the Section 3 requirements. All bids received with the “Certification” form will be considered.

**OPTIONAL**—To be considered for the Section 3 Preference, you must also complete the “Documentation” section and provide the backup as required.

**Section 3 Business Concern** means a business where:

1. 51 percent or more is owned by Section 3 residents; or
2. 30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired (if within the past three years); or
3. The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definitions;

**AND**

The Business was formed in accordance with State law and is licensed under State, County, Municipal law to engage in the business activity for which it was formed.

#### ***Section 3 Compliance Requirements***

- A. The Section 3 regulations provide that recipients, its contractors, and any subcontractors demonstrate compliance by employing Section 3 residents as 30% of the aggregate number of new hires.
- B. A vendor is required to hire only when a new hire is needed to perform the work. In the event that no new hires are needed, vendors must document that no new hires were made during the term of the contract.
- C. The Section 3 Regulations, at 24 CFR Part 135, require that in public housing programs, compliance efforts shall be directed to provide training and employment opportunities to residents.
- D. In situations where a new hire is needed, a vendor will not be required to hire persons who are not qualified. If a new hire is needed and a Section 3 resident is identified, that Section 3 resident will be required to submit evidence of Section 3 status to the recipient, contractor or subcontractor.

#### ***Bid/Proposal Compliance (Construction Projects)***

As part of each bid or proposal submitted, the respondent must document their workforce by position. Such information will be re-verified at the commencement of the contract. The HACSB will periodically audit this information. Failure to comply shall result in the delay of payment.

#### ***Bid/Proposal Evaluation***

Vendors who fail to complete the certification stating if they “satisfy” or “do not satisfy” the Section 3 requirements will be deemed non-responsive. This means that in the proposal or bid documents submitted to the HACSB, the Contractor's Certification must be completed and signed.

If requesting an exemption—include the applicable attachments and supporting documentation to support claims of compliance by hiring, contracting, or other economic opportunities.

After written notice from the HACSB specifying the defects in the Section 3 information, vendors will be given no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in HACSB declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score.

**Section 3 Program Evaluation Preference**

This IFB contains a preference for Section 3 business concerns in the award of Section 3 covered contracts as follows:

- (i) Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-
  - (A) IS WITHIN THE MAXIMUM TOTAL CONTRACT PRICE ESTABLISHED IN THE CONTRACTING PARTY'S BUDGET FOR THE SPECIFIC PROJECT FOR WHICH BIDS ARE BEING TAKEN, AND**
  - (B) is no more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:**

**X = lesser of:**

**When the lowest responsive bid is:**

Less than \$100,000 .....	10% of that bid or \$9,000
At least \$100,000, but less than \$200,000 .....	9% of that bid, or \$16, 000
At least \$200,000 but less than \$300,000 .....	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000 .....	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000 .....	6% of that bid, or \$25,000
At least \$500,000 but less than \$1 million .....	5% of that bid, or \$40,000
At least \$1 million but less than \$2 million .....	4% of that bid, or \$60,000
At least \$2 million but less than \$4 million .....	3% of that bid, or \$80,000
At least \$4 million but less than \$7 million .....	2% of that bid, or \$105,000
\$7 million or more .....	1 1/2 % of the lowest responsive bid, with no dollar limit.

- (ii) IF NO RESPONSIVE BID BY A SECTION 3 BUSINESS CONCERN MEETS THE REQUIREMENTS, THE CONTRACT SHALL BE AWARDED TO A RESPONSIBLE BIDDER WITH THE LOWEST RESPONSIVE BID.

*HUD Compliance and Monitoring*

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to

award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

A Section 3 businesses or resident complaint about a violation of Section 3 requirements shall be made in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development 451 Seventh Street, SW, Room 5100  
Washington, DC 20410-2000  
1-800-669-9777  
1-800-927-9276 (TTY)  
[www.hud.gov](http://www.hud.gov) [www.espanol.hud.gov](http://www.espanol.hud.gov)

A written complaint should contain:

- A. Name and address of the person filing the complaint;
- B. Name and address of subject of complaint (HUD recipient or contractor);
- C. Description of acts or omissions in alleged violation of Section 3; and
- D. Statement of corrective actions sought.

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING  
SECTION 3 PREFERENCE**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID**

Name of Business	
Address of Business	

Type of Business:     Corporation                       Partnership  
                                  Sole Proprietorship                       Joint Venture

I, (print name and title) \_\_\_\_\_

Hereby certify that the business entity known as (print business name)  
\_\_\_\_\_

(Please check one)

satisfies       does not satisfy

One or more of the Section 3 Business Concerns as defined above.
--

<b>If you check "does not satisfy" your proposal will not be deemed non-responsive.</b>
---

<b>OPTIONAL- to claim the Section 3 Preference-you must complete the "Documentation" section below and include any attachments</b>
--

\_\_\_\_\_  
Authorizing Name and Signature

(Corporate Seal)

Attested by: \_\_\_\_\_

**OPTIONAL (to claim the Section 3 Preference)**

**Documentation--**

Attached is the following documentation as evidence of Section 3 status:

**For Business claiming status as a Section 3 resident-owned enterprise:**

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

**For business entity as applicable:**

- Copy of Articles of Incorporation
- Certificate of Good Standing
- Assumed Business Name Certificate
- Partnership Agreement
- List of owners/stockholders and % ownership of each
- Corporation Annual Report
- Latest Board minutes appointing officers
- Organization chart with names and titles and brief function statement
- Additional documentation

**For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- List of subcontracted Section 3 business(s) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- List of all current full-time employees
- List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 years from day of employment
- Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Name of Business

Address of Business

(Corporate Seal)

\_\_\_\_\_  
Authorizing Name and Signature

Attested by: \_\_\_\_\_

**EXHIBIT G – HUD FORM 5369 B (INSTRUCTIONS TO OFFERORS – NON-CONSTRUCTION)**

**Document posted as attachment.**



**EXHIBIT H – HUD FORM 5369 C (CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS)**

**Document posted as attachment.**

**EXHIBIT I – HUD FORM 5370 C (GENERAL CONDITIONS FOR NON-CONSTRUCTION)**

**SECTION I & II**

**Documents posted as attachments**

**EXHIBIT J – HUD FORM 4010 (FEDERAL LABOR STANDARDS PROVISIONS)**

**Document posted as attachment**