

# REQUEST FOR PROPOSAL

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

DATE: 1/25/2011

BID NO. PC564

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**FAX PROPOSAL TO (909) 890-2349  
By: 10:00 a.m. Friday, January 28, 2011**

Materials and/or Services: **Vacancy Repair Work**

For further information, call: John Borgardt, Housing Authority Inspector (909) 890-0644 x2739

**To Be Delivered To: 1656 Concord Street, San Bernardino, CA**

**PC564 Vacancy Repair Work:**

**1656 Concord Street, San Bernardino, CA**

**Bids Due: Friday, January 28, 2011 at 10:00 a.m.**

FAX TO: 909 890-2349

Housing Authority of the County of San Bernardino (HACSB).  
Attention: Marsha J. Zeller, Procurement & Contracts Manager

Vendor Name: \_\_\_\_\_

Name and Title of Vendor's contact person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contractor's License # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the specifications, the Instructions and Conditions attached hereto, and to execute the contract to the satisfaction of the HACSB, at the following cost(s):

\$ \_\_\_\_\_

\_\_\_\_\_ Dollars

Vendor shall fully complete all work here under within **fifteen (15)** calendar days beginning with Start Date.

**Note: Start date is to begin the first calendar day after contract award. If Proposal is greater than \$25,000, the Proposal shall also include a Bid Guarantee as defined in the Contract Documents.**

In submitting this Proposal it is understood that the right is reserved by HACSB to reject any and all proposals. If written notice of the acceptance of this Proposal is mailed, telegraphed, faxed or delivered to undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to it for signature.

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO - FACILITIES MANAGEMENT**  
**715 E. BRIER DR. SAN BERNARDINO, CA 92408**  
**(909) 890-0644 FAX (909) 890-2349**

**SCOPE OF WORK**

**Any change orders for extras must be approved and signed before commencement**

**Read over entire scope of work**

Non-504 unit

Y EPA Rule Address: 1656 Concord  
 1 Bedrooms City: San Bernardino

Date January 19, 2011  
 Written By: John Borgardt

**Kitchen:**

<input checked="" type="checkbox"/>	Replace	Range hood 30"
<input checked="" type="checkbox"/>	Replace	Range 30"
<input checked="" type="checkbox"/>	Test and repair	Install GFCI receptacles
<input checked="" type="checkbox"/>	Repair/Replace	Switches, plates
<input checked="" type="checkbox"/>	Repair/Replace	Receptacles, plates
<input checked="" type="checkbox"/>	Replace VCT	Floor tile
<input checked="" type="checkbox"/>	Replace with rubber	Baseboard
<input checked="" type="checkbox"/>	Replace	Sink
<input checked="" type="checkbox"/>	Replace	Strainer/trim hardware
<input checked="" type="checkbox"/>	Replace	Angle stops/supply piping
<input checked="" type="checkbox"/>	Remove	Washing machine valves
<input checked="" type="checkbox"/>	Replace	P-traps
<input checked="" type="checkbox"/>	Replace	Door jamb, casing, etc
<input checked="" type="checkbox"/>	Repair as needed	Repair walls
<input checked="" type="checkbox"/>	Repair as needed	Repair ceiling
<input checked="" type="checkbox"/>	Demo	Counter top
<input checked="" type="checkbox"/>	Demo	Base/overhead cabinet
<input checked="" type="checkbox"/>	Demo	Cabinet doors (note location)
<input checked="" type="checkbox"/>	Demo	Cabinet drawers
<input checked="" type="checkbox"/>	Demo	Cabinet hardware
<input checked="" type="checkbox"/>	Demo	Cabinets
<input checked="" type="checkbox"/>	Replace	Blinds

**Hall:**

<input checked="" type="checkbox"/>	Test and repair	Light fixtures
<input checked="" type="checkbox"/>	Repair/Replace	Switches, plates
<input checked="" type="checkbox"/>	Repair/Replace	Receptacles, plates
<input checked="" type="checkbox"/>	Replace	Smoke detector
<input checked="" type="checkbox"/>	Demo	Cabinet doors @ entry
<input checked="" type="checkbox"/>	Demo	Linen doors in hall
<input checked="" type="checkbox"/>	Demo	Water Heater closet
<input checked="" type="checkbox"/>	Replace VCT	Flooring
<input checked="" type="checkbox"/>	Replace with rubber	Baseboard
<input checked="" type="checkbox"/>	Repair as needed	Walls
<input checked="" type="checkbox"/>	Repair as needed	Ceiling

Note:

**Building System**

<input checked="" type="checkbox"/>	Test and repair	Cooler
<input checked="" type="checkbox"/>	Test and repair	Furnace (s)
<input checked="" type="checkbox"/>	Test and repair	Thermostat (s)
<input checked="" type="checkbox"/>	Replace	Furnace Vents (s)
<input checked="" type="checkbox"/>	Replace	Furnace Covers (s)
<input checked="" type="checkbox"/>	Replace	Gas line Meter to unit
<input checked="" type="checkbox"/>	Install as needed	Cooler Receptacle

**Living room:**

<input checked="" type="checkbox"/>	Test and Repair	Light fixture/Switch
<input checked="" type="checkbox"/>	Repair/Replace	Switches, plates
<input checked="" type="checkbox"/>	Repair/Replace	Receptacles, plates
<input checked="" type="checkbox"/>	Replace	Smoke detector
<input checked="" type="checkbox"/>	Repair as needed	Door
<input checked="" type="checkbox"/>	Repair as needed	Door jamb
<input checked="" type="checkbox"/>	Repair as needed	Closet doors
<input checked="" type="checkbox"/>	Repair as needed	Closet hardware
<input checked="" type="checkbox"/>	Repair as needed	Shelf/pole
<input checked="" type="checkbox"/>	Replace VCT	Flooring
<input checked="" type="checkbox"/>	Replace with rubber	Baseboard
<input checked="" type="checkbox"/>	Repair as needed	Walls
<input checked="" type="checkbox"/>	Repair as needed	Ceiling
<input checked="" type="checkbox"/>	Replace	Window blinds

Note:

**Bedroom #1:**

<input checked="" type="checkbox"/>	Test and Repair	Light fixture/Switch
<input checked="" type="checkbox"/>	Repair/Replace	Switches, plates
<input checked="" type="checkbox"/>	Repair/Replace	Receptacles, plates
<input checked="" type="checkbox"/>	Replace	Smoke detector
<input checked="" type="checkbox"/>	Replace	Door
<input checked="" type="checkbox"/>	Replace	Door jamb
<input checked="" type="checkbox"/>	Repair as needed	Closet doors
<input checked="" type="checkbox"/>	Repair as needed	Closet hardware
<input checked="" type="checkbox"/>	Repair as needed	Shelf/pole
<input checked="" type="checkbox"/>	Replace VCT	Flooring
<input checked="" type="checkbox"/>	Replace with rubber	Baseboard
<input checked="" type="checkbox"/>	Repair as needed	Walls
<input checked="" type="checkbox"/>	Repair as needed	Ceiling
<input checked="" type="checkbox"/>	Replace	Window blinds

Note:

**Bedroom #2:**

X	Light fixture/Switch
X	Switches, plates
X	Receptacles, plates
X	Smoke detector
X	Door
X	Door jamb
X	Closet doors
X	Closet hardware
X	Shelf/pole
X	Flooring
X	Baseboard
X	Walls
X	Ceiling
X	Window blinds

Note:

**Bedroom #3:**

X	Light fixture/Switch
X	Switches, plates
X	Receptacles, plates
X	Smoke detector
X	Door
X	Door jamb
X	Closet doors
X	Closet hardware
X	Shelf/pole
X	Flooring
X	Baseboard
X	Walls
X	Ceiling
X	Window blinds

Note:

**Exterior:**

X	Inspect and repair	Fascia
X	Inspect and repair	Wood trim
X	As needed	Stucco - match texture & fog coat all repairs
X	Complete as needed	Match colors for all repairs
X	As needed	Remove unused cable TV wiring and dishes
X	Replace as needed	Damaged or missing window screens (If replaced with equal product HACSB approved)
X	As needed	Paint security screen doors, front and back white
X	As needed	Trim the brush around the unit, below the bottom of the windows and off the building
X	As needed	All exterior hose bibs to have anti back flow device.
X	As needed	Remove all debris from roof
X	Inspect and repair	Painting unit
X	Remove	Clothes lines
X	Remove	Clothes line poles and patch concrete

**Bathroom**

X	Inspect and repair	Tub/shower valves
X	Replace as needed	Tub/shower hardware, trim
X	Replace	Sink
X	Replace	Sink plumbing
X	Replace	Shower-head water saver
X	Replace	Shower rod
X	Install	Caulk tub to floor, etc.
X	Replace	Tub
X	Replace	Tub trap and waste
X	Replace	Shower Surround
		Tile and grout
X	Inspect and repair	Toilet
X	Replace	Caulk toilet to floor
X	Replace	Toilet Seat
X	Clean/Re-hang	Medicine cabinet
X	Demo	Pullman top
X	Demo	Pullman cabinet
X	Demo	Pullman door
X	Test and repair	GFCI receptacle
X	Repair/Replace	Switches, plates
X	Repair/Replace	Receptacles, plates
X	Test and repair	Light fixture
X	Repair as needed	Ceiling vent fan, motor, grille
X	Repair as needed	Door
X	Repair as needed	Door jamb casing etc.
X	Replace	Towel bar
X	Install	1"x4"x36" finished backing
X	Replace	T/P dispenser
X	Replace	Soap/cup holder
X	Install tile	Flooring
X	Replace with rubber	Base board
X	Repair as needed	Walls
X	Repair as needed	Ceiling

Note:

**GENERAL NOTES:**

**Plumbing:**

<input checked="" type="checkbox"/>	Replace as needed	All laundry drain pipe to be 2" ABS.
<input checked="" type="checkbox"/>	Inspect and repair	Plumber to check all furnace and water heater vents to verify that they are in place.
<input checked="" type="checkbox"/>	Inspect and repair	All connections complete and free of obstructions
<input checked="" type="checkbox"/>	Inspect and repair	Sink trap/waste to be wrapped for protection
<input checked="" type="checkbox"/>	Replace	Angle stops/supply lines [x] Kitchen [x] Bath as needed
<input checked="" type="checkbox"/>	Install as needed	Range vent hood to have receptacle inside upper cabinet
<input checked="" type="checkbox"/>	Inspect and repair	All hood vent ducting to be intact, operable
<input checked="" type="checkbox"/>	Inspect and repair	Joints connected (taped) and free of obstructions/debris
<input checked="" type="checkbox"/>	Inspect and repair	Water heater P/T valve to be plumbed to exterior or within 6" of finish floor.
<input checked="" type="checkbox"/>	Test and repair	All drains to drain and flow freely.
<input checked="" type="checkbox"/>	Inspect and repair	Repair all leaking water lines, pipes, drains, etc.
<input checked="" type="checkbox"/>	Replace	Gas line from Meter to unit entry to be one 1 1/4 inch pipe and "coated"
<input checked="" type="checkbox"/>	Replace	All exterior connections to be wrapped
<input checked="" type="checkbox"/>	Minimum 3/4 inch	Gas line from entry to water heater
<input checked="" type="checkbox"/>	Install as needed	Tub kits to be by Swan Corp RM58 or equal.
<input checked="" type="checkbox"/>	Install as needed	Tub window trim kit to be by Swan Corp WTK-1 or equal.
<input checked="" type="checkbox"/>	Replace as needed	Gas line for stove not to be through a cabinet

**Electrical:**

<input checked="" type="checkbox"/>	Install as needed	Install smoke detectors as per code requirements.
<input checked="" type="checkbox"/>	Test and repair	Exterior front lighting spec - 13 Watt w/address
<input checked="" type="checkbox"/>	Test and repair	Exterior rear lighting spec - 28 Watt
<input checked="" type="checkbox"/>	Test and repair	Building exterior Lighting
<input checked="" type="checkbox"/>	Install as needed	Install GFCI receptacles above counters and in "wet" location
<input checked="" type="checkbox"/>	Inspect and repair	All receptacles to be as per code requirements, and operate properly
<input checked="" type="checkbox"/>	Install as needed	No wire molding to be used for electrical AC
<input checked="" type="checkbox"/>	Install as needed	Outlet for stove to be below counter height behind stove
<input checked="" type="checkbox"/>	Install as needed	Outlet for range hood to be located in the same cabinet as it is installed on

**Replacement parts if needed:**

All sink fixtures to be Delta, single handle type. B1310LF Kitchen Faucet  
Angle stops to be 1/2" x 1/2" IP threads  
Shower faucets to be Delta single lever R1000UN  
Shower Trim Kit Delta T13220-H20T, Bath/Shower Trim Kit T13420-H20T  
Bathroom Faucet Delta B1310LF  
Sink Faucet aerator 1.0 GPM Neoperl (12-1000-3)  
Shower head not to exceed 1.5 GPM  
Tub - Bootz 011-2364-00 white, enameled or equal for left/right install  
Toilet Mansfield Quantum Elongated front with the 1.6 Lpf, Flush mate 503 series  
Paint for walls to be Glidden Color CLAY BISQUE Semi-Gloss Interior Latex.  
Paint for Acoustic Ceilings to be Vista Paint, Color 3600 Flat White.  
All paint to be Housing Authority approved colors interior/exterior.  
Blinds -white baked enamel, aluminum alloy 1 3/4" wide x 1 1/4" high,  
direct drive 1:1, self-align, rack & pinion gear system.  
Vinyl louvers curved .024-.027 thickness.  
VCT to be 51830 Imperial Texture installed in a "crossing pattern"  
Cove Base to be Rubber Burke 514 Savannah Rubber Type TS  
All doors to be six panel, if door is replaced, install standard pre-hung door and jamb  
All wet locations for tile to be backed by "Cement type" backer board  
Luxpro PSP11LC Programmable thermostat at correct height  
Stove replacement to be GE Model # RGB508PEHWH  
Vinyl receptacle and switch plate covers (Ivory)

Receptacles and switches to be Ivory color  
Range hood to be ductless

**ADDITIONAL NOTES through out unit:**

Remove all flooring, repair sub-floor and install new tile before HACSB installs cabinets  
A "high gloss" wax applied after the cabinets have been installed  
Install rubber cove base Burke tight to wall  
Paint walls and ceiling of entire interior of unit with approved color  
If acoustic ceiling repair and paint "flat white"  
Clean entire unit to make rent ready.  
All walls to be free of any visible imperfections.  
Walls and ceiling to be textured with "orange peel"  
Prime walls before painting  
Replace all broken windows.  
All window tracks to be vacuumed and clean.  
Replace all damaged screens.  
All windows to be cleaned inside and outside.  
All windows and doors to operate and lock properly.  
Blinds to be "outside" mount where possible 2" overlap  
Contractor to order and install blinds  
All doors to have wall plate to protect wall from knob  
Fill, sand and paint dings in front & rear door and paint interior and exterior.  
Entry door jambs - remove unused hardware, patch, repair and paint  
Remove mail slot in door and cover with flat plate  
Weather stripping to be intact and tight to doors. Screw to jamb type  
All bathroom doors to have privacy knobs  
All bedrooms to have passage knobs  
Remove all excess TV and phone lines in unit  
Toilet to be pulled and tiled up to flange reinstall with "jumbo" wax ring and caps over bolts  
All work to be sealed behind something must be inspected by HACSB after the work is completed prior to it being covered up.  
All gas shutoffs to be capped if not in use  
All debris to be removed each night, any items left out HACSB will remove and charge for trash removal  
Clean and repair all blind head rails  
Any excavating must be filled and packed down to match existing conditions  
Replace all switch and receptacles covers with vinyl type (Ivory)  
Repair leaks on back porch

Contract time

Contractor to have 30 calendar days to complete unit.

Bathroom

Install "grab bar" backing in shower and around toilet  
Install proper backing for future seat in shower at correct location  
Install proper backing for pull down grab bar next to toilet  
Remove Pullman  
Coordinate with HACSB for new Pullman to be installed plumb after install complete

Storage Room Exterior

Remove external hardware secure lock with cover plate and lock door  
Secure external plywood over door stucco to match  
Move electrical to wall next to back door  
Removed storage room lock is to be returned to John/HACSB

Living room

Install, junction box on ceiling, wire "molding" for phone and cable wires, install box and plate with both jacks

Remove storage room wall  
Install matching light fixture in ceiling current light LR light switch to operate both  
Move electrical to exterior wall  
Patch as needed  
Fur in wall and ceiling to match existing plane dry wall and texture  
Wall between Living room and Kitchen to be same plane, correct as needed  
Install receptacle under cooler using wire molding on block wall

#### Kitchen

Remove laundry hook-ups  
Install Combo unit hook ups, ( water, drain, gas, and electrical outlet at new location below counter height)  
All plumbing and electrical to be within wall  
Remove all cabinets, install all flooring before HACSB install new cabinets  
HACSB to install cabinets and counter tops  
Contractor to install all plumbing  
Remove any phone jacks  
Wall between Living room and Kitchen to be same plane, correct as needed  
One bedroom units to receive "single tub" sink

#### Hot Water Heater

Install thankless Takagi Model T-KJr. Per code and manufacturer  
Interior install in new cabinet, exterior install in current location above 54 "  
All plumbing and connections to be from back wall  
Install water heater after cabinet installed to back wall  
Insulate hot water pipes  
All shuts off to be "ball valve" style

#### **IMPORTANT NOTE:**

**A contractor key will be issued for this project on the first day of the contract at our Ninth Street Office (1738 W Ninth Street, San Bernardino) and MUST be returned at the completion of the project. Failure to return the keys will dismiss you from the eligibility list until the keys are returned.**

#### **CHECKLIST**

**Any change orders for extras must be approved and signed before commencement**

#### **Special Notes:**

**Contractors need to call Inspector or John Bogardt with dimensions when ready for carpet installation. For tub repair & spray, carpet or linoleum, contractor must give dimensions and quantities to Inspector or John to order. A Housing Authority employee will call in the order. Under no circumstances is the vacancy contractor to call in orders under a HA account. Weather-stripping must be screwed to jamb (no self-stick); all duplex receptacles to be the grounded type.**

**\*\*Special Note\*\*: We will provide specialty items or items with long lead times. You must bid as you are providing the equipment. If we have to issue hard to get items we will issue them to you at our cost plus a twenty-five (\$25.00) handling fee per line item. Submit your normal "contracted amount" invoice to the inspector conducting the job walk and a notification will be sent to you regarding the adjusted amount. The inspector in charge will submit your invoice through the appropriate approvals and then submit it to Accounts Payables. Please remember the HACSB pays with net, 30 terms of payment.**

**The Contractor is responsible to clean out and remove any/all trash and debris from the vacant units on all contracted jobs on a daily basis. Trash is not to be left outside overnight at any time. All debris will be removed and disposed of properly abiding by all Federal, State, Local, and environmental regulations.**

**LIQUIDATED DAMAGES: Upon award of each contract, the Inspector will give you your inspection date which will be fourteen (14) calendar days after the award date of the contract. He will "punch" the unit on the fourteenth (14<sup>th</sup>) day and will return on the fifteenth (15<sup>th</sup>) day to re-inspect. In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this Contract, on or before 15 calendar days starting on day after contract award, the Housing Authority of the County of San Bernardino shall deduct from the payments due to Contractor each day, the sum of Five-Hundred dollars (\$500.00) per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction.**

**Final Inspection: Call the Inspector (909-890-0664 x2739) or email at [jborgardt@hacsb.com](mailto:jborgardt@hacsb.com) to schedule for a final inspection. First inspection and re-inspection of punch-list items are at no charge. Subsequent inspections will be deducted from your invoice at the cost of two hundred and fifty (\$250.00) dollars per inspection.**

**Any items not completed on the punch-list that HACSB Maintenance has to complete, a service order will be written and labor and materials will be deducted from your final invoice.**

**\*\*\*Contractors to supply all materials & labor other than stated above\*\*\***

**MANDATORY** Job walk is scheduled for: Thursday, January 27, 2011  
At: 1656 CONCORD STREET, SAN BERNARDINO, CA – 1:30 P.M.

**\*\*\*\*(IT IS IMPORTANT YOU CONTACT THE INSPECTOR,  
JOHN BORGARDT AT (909) 890-0644 x2739 OR EMAIL AT  
JBORGARDT@HACSB.COM TO CONFIRM YOUR ATTENDANCE AT THE  
JOB WALKS)\*\*\*\***

**PLEASE MAKE SURE YOU ARRIVE ON TIME AS INSPECTOR WILL NOT WAIT  
FOR LATE ARRIVALS DUE TO TIGHT SCHEDULE**

Completion time frame to be determined at Job walk, any delays  
need to be negotiated with inspector in writing.

### INSTRUCTIONS AND CONDITIONS

1. **Vendor Registration.** For HACSB to consider Vendor's proposal ("Proposal"), Vendor must be registered with the HACSB. Vendor must have registered by filling out all required forms through the HACSB website at [www.hacsb.com](http://www.hacsb.com).
2. **Verification.** Vendor should verify bids before submission, as they cannot be withdrawn or corrected after being submitted. Proposal must be signed by a responsible officer or employee of the Vendor's firm. Obligations assumed by such signatures must be fulfilled. This Proposal may, at HACSB's sole discretion, be rejected if is adjudged incomplete, illegible, or conditional. Vendor may submit alternate proposals or explanations on separate sheets. Such alternates will not be considered in determining the low bid, but may be used in negotiations after determination of the low bidder.
3. **Manufacturers.** (If applicable) In the Proposal, Vendor must state brand of manufacturer and model number on each item bid. If bidding manufacturer and model other than that specified, attach specifications sheets for alternate product(s). Use of a brand name as part of specification by HACSB is not intended to restrict competition, but should be considered a point of reference in terms of product quality and design.
4. **Request for Clarification.** Request for clarification or specifications, if any, shall be directed by telephone to John Borgardt at (909) 890-0664 or at time of job walk. Interpretations requested which are not covered in the specifications will only be made in writing by HACSB.
5. **Required Proposal Documents.** This Proposal shall include and incorporate by reference all of the following documents ("Contract Documents"):

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

6. **Delivery of Proposal.** Proposals received late or at any location of HACSB other than that indicated on the proposal will be deemed non-responsive and will not be considered.
7. **Quotations.** Unless otherwise stipulated, quotations are subject to acceptance at any time within 60 days after receipt.
8. **Compliance with Contract Documents.** Vendor shall comply with all of the Contract Documents in connection with the performance of the work hereunder. In the event of any conflict between this Proposal and the Contract Documents, the Contract Documents shall control.
9. **Award of Contract.** Bid opening will be officiated and attended by HACSB Contract Administrator at the time and place indicated the Request for Proposal. Identity of the successful bidder may not be determined at bid opening. HACSB reserves the right to obtain opinion of its counsel of legality and sufficiency of bids. The contract will be awarded, if at all, to the lowest responsible bidder within sixty (60) days of the final date of receiving bids and a purchase order will be issued.
10. **HACSB's Discretion in Awarding Contract.** HACSB recognizes that price is only one of several criteria to be used in judging a product or service, and HACSB is not legally bound to accept the lowest bid. HACSB reserves the right, unless otherwise stated, to accept or reject any or all bids, or any part thereof, either separately or as a whole, or to waive any informality in a bid. HACSB reserves the right to reject, in its sole discretion, any or all bids, or to waive any informality in the bids, and to reject any items there on. HACSB may, at its sole discretion, cancel this Proposal or any part of this Proposal at any time prior to award.
11. **Time of Performance.** All work and/or deliveries and set up shall be completed and the contract performed within the total number of calendar days stated in the Proposal. Any modification of this time caused by inclusion of any alternate in the contract shall be as stated in such alternate. Total number of calendar days: to be determined relative to each contract awarded.
12. **Time is of the Essence.** Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to.
13. **Best Efforts.** Vendor shall perform its duties on premises approved by HACSB, during HACSB'S regular work days and normal work hours and warrants that it shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Vendor acknowledges that HACSB has the right to review the services performed by Vendor and may in its reasonable business discretion, reject such services in writing.
14. **Costs.** Cost of transportation, handling, and/or inspection on deliveries which do not meet specifications shall be the responsibility of the Vendor.



15. **Subcontractors.** A list of subcontractors will be submitted at the time of bid opening on the form entitled "Designation of Subcontractors" and as required by State Law. The subcontractor shall have demonstrated to HACSB's satisfaction previous experience in each additional division or classification he is listed under other than its primary contracting business. If a subcontractor is licensed and qualified to do more than one division or classification of work as defined by the specifications, it shall be listed under each of these additional divisions or classifications. All contractors shall be listed if their portion of the work is one-half (½) of one percent (1%) or more of the total project bid amount. Within 72 hours after bid opening, the apparent low bidder will be required to submit an additional list which will include all of the following information for the general contractor and each subcontractor listed in the Proposal: (a) complete name (as it appears on State Contractor's License), address and telephone number for each; (b) trade for each; (c) State Contractor's License Number and license classification for each; and (d) expiration date of State Contractor's License (if license is expired or inactive, proof of renewal must be submitted).
16. **Samples.** Samples of items, when required, shall be furnished at no charge to HACSB; and if not destroyed by tests, will upon request be returned at Vendor's expense.
17. **Superintendence by Vendor.** Vendor certifies that it shall give its personal superintendence to the work or have a competent superintendent, satisfactory to HACSB and/or the Architect, if any, on the project at all times during progress with full authority to act for Vendor.
18. **Removal of Debris, Cleaning.** Vendor shall, daily or as directed during the progress of the work on the project, remove and properly dispose of the resultant trash, dirt and debris, and keep the premises reasonably clear.
19. **Force Majeure.** Neither party shall be held liable for failure or delay of fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)
20. **Warranty/Guarantee.** Vendor warrants and guarantees that the goods supplied under this Request for Bid and any purchase order resulting from award of same (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB's approval of designs or specifications furnished by Vendor shall not relieve Vendor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.
21. **Stipulation of Lien.** Vendor certifies that all work executed under this Proposal will be performed in accordance with terms of any contract awarded to Vendor by this process and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract. In consideration of the payment under the terms of the contract, Vendor hereby does release HACSB from any and all claims arising from any contract awarded by this process. Vendor shall prepare and submit to HACSB, a written Stipulation of Lien. The Stipulation of Lien shall be recorded in the County Recorder's Office of San Bernardino County, California.
22. **Safety and Accident Prevention:** Vendor certifies that it shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and Contractor shall take or cause to be taken such additional safety and health measures as HACSB may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Chapter 4, Subchapter 4, as amended) and the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
23. **Assignment.** Assignment of the agreement by Vendor to other suppliers/contractors must be approved by the HACSB Inspector.
24. **Modification.** In addition to the provisions regarding modification specified in the Contract Documents, deviations from the specifications and addenda may only be made at the request of HACSB. Vendor shall not use any specification in lieu of those contained in the specifications, without written consent of HACSB. HACSB shall expect a debit or credit during the project for any deviations from specifications and addenda.
25. **Indemnity; Hold Harmless.** Vendor agrees to defend, save, indemnify and hold harmless HACSB and all its officers, employees, and agents, against any and all liabilities, claims, judgments, or demands, including demands arising from injuries or death of persons (Vendor's employees included) and damage to property, arising directly or indirectly out of the performance of the work, the obligations herein undertaken or out of the operations conducted by Vendor including liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this Proposal, save and except claims or litigation to the extent arising through the active negligence or willful misconduct of HACSB. Contractor shall reimburse HACSB for any expenditures, including reasonable attorneys' fees, HACSB may incur arising out of any such claim or litigation, and, if requested by HACSB, Contractor shall defend any such suits at the sole cost and expense of Contractor with counsel selected by HACSB.
26. **Lead Paint Prohibition.** Any Vendor awarded a contract for construction or rehabilitation shall comply with 24 CFR Part 35 prohibiting use of lead-based paint. EPA 2008 Lead Rule Firm Certification, Employee Certification required for work in units built prior to 1978.
27. **Equal Employment Opportunity.** Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by this bid must conform with safety orders of OSHA, CALOSHA, and/or NIOSHA, and OSH-POD.

28. **National Labor Relations Board Certification.** Vendor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Vendor within the immediately preceding two-year period because of Vendor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.
29. **California Prevailing Wage (If Price Is Less Than \$2,000).** In the event the Proposal is less than \$2,000, Vendor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Vendor's books and records, and interview Vendor's employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.
30. **Compliance with Davis-Bacon Act.** Unless otherwise indicated in the quotations, Vendors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon prevailing wage rates for all "construction contracts and all related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate (it also means that the Vendor may be subject to completing certain reports and to audits by the HACSB and HUD staff). <http://www.gpo.gov/davisbacon/>.
31. **Worker's Compensation Insurance.** Vendors making delivery of goods or providing services on HACSB premises shall carry liability insurance and Worker's Compensation coverage in accordance with the Housing Authority's Standard Practice requirements.
32. **No Conflicts.** Vendor certifies that no HACSB employee, whose position in the HACSB service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this Request for Bid.
33. **Covenant Against Gratuities.** Vendor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to; cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the HACSB in an attempt to secure favorable treatment regarding the award of this bid. Vendor shall immediately report any attempt by a Housing Authority officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Vendor. The report shall be made to the supervisor or manager charged with the supervision of the employee or to the HACSB.
34. **Collusion.** Vendor, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACSB has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other vendor; and that the Vendor is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.
35. **Drug Free Workplace Certification.** Vendor certifies it is in compliance with the Drug-Free Workplace Act of 1990 and has actions in place in accordance with Government Code Section 8355.
36. **This Request for Proposal is not an order. This request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made from this Proposal without a purchase order issued by the HACSB.**
37. **Nondisclosure of Proposal.** There will be no public opening or reading of this Proposal.
38. **Valid Price.** Vendor certifies that the prices quoted in this Proposal do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.
39. **Licenses.** Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County and municipal laws, ordinances, rules and regulations. Vendor shall maintain these licenses and permits in effect for the duration of this project. Vendor will notify HACSB immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract.
40. **Default by Vendor.** In case of default by Vendor, HACSB may procure the product(s) or service from other sources and may deduct the unpaid balance due Vendor, or may collect against the bond of surety, or may bill Vendor for excess costs so paid. Prices paid by the HACSB shall be considered the prevailing market prices paid at the time such purchase is made.
41. **Disputes.** In the event a dispute arises concerning the bid process or award of the bid, the party wishing resolution of the dispute shall submit a request in writing to the Procurement & Contracts Manager. Vendor may appeal the recommended award or denial of award, providing the following stipulations are met:
  - a. Appeal must be in writing.
  - b. Must be submitted within ten (10) calendar days of the bid due date.

An appeal of a denial of award can only be brought on the following grounds:

- a. Failure of HACSB to follow the selection procedures and adhere to requirements specified in the Request for Bid or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

**Marsha J. Zeller, Procurement & Contracts Manager**  
**Housing Authority of the County of San Bernardino**  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
(909) 890-0644 Ext 2176