

**ATTACHMENT Q**

**PROPOSAL DUE BY:  
10:00 a.m. Thursday, July 26, 2018**

**PC1040 BID PROPOSAL FORM - PAGE 1 OF 6**

Procurement & Contracts Department

Materials and/or Services: **GOLDEN APARTMENTS COMPLETE RENOVATION**

**PC1040 Golden Apartments Complete Renovation**

**Bids Due: Thursday, July 26, 2018 at 10:00 a.m.**

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

Vendor Name: \_\_\_\_\_ Contact & Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

- **Bid is Unit Cost, Not to Exceed.**
- **Low bidder will be selected based upon bid total.**
- **Successful bidder must provide complete cost breakdown prior to contract award.**

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, supervision 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 OWNER, at the following cost(s):

**TOTAL BID:** \_\_\_\_\_ (\_\_\_\_\_)

**Note: If Proposal is greater than \$25,000 the Proposal shall also include a Bid Guarantee as defined in the Contract Documents. ORIGINAL BID BOND MUST BE DELIVERED TO OFFICE AND RECEIVED BY DUE DATE.**

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to undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is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

VENDOR'S AUTHORIZED SIGNATURE:

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

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

## **INSTRUCTIONS AND CONDITIONS**

1. **Vendor Registration.** For OWNER to consider Vendor's proposal ("Proposal"), Vendor will need to register with the OWNER. Vendor must submit the vendor application and all required forms available on the OWNER website at [www.hacsb.com](http://www.hacsb.com). Email registration forms to [procurement@hacsb.com](mailto:procurement@hacsb.com). If not yet registered, vendor must submit a vendor application and all required forms with proposal.
2. **Verification.** Vendor should verify bids before submission, as they cannot be withdrawn or corrected after being submitted. Proposal must be signed by a responsible officer or employee of the Vendor's firm. Obligations assumed by such signatures must be fulfilled. This Proposal may, at OWNER'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 OWNER is not intended to restrict competition, but should be considered a point of reference in terms of product quality and design.
4. **Request for Clarification.** Request for clarification or specifications, if any, shall be directed via email to [cnunez@hacsb.com](mailto:cnunez@hacsb.com) or at time of job walk. Interpretations requested which are not covered in the specifications will only be made in writing by OWNER.
5. **Required Proposal Documents.** This Proposal shall include and incorporate by reference all of the documents ("Contract Documents") referenced under Procurement and Contracting Requirement, section 1.3 Required Documents. Also found under [www.hpiinc.org](http://www.hpiinc.org) under the "Procurement" tab.
6. **INSURANCE REQUIREMENTS**

**Proof of Insurance**, shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors used in the performance of this contract to name OWNER as an additional insured. Following are the standard types and minimum amounts. (see Exhibit 1 for additional details)

- General Liability:** \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *OWNER Additional Insured or,*
- Commercial General Liability:** **\$5,000,000;** combined single limit bodily and property damage liability per occurrence; *OWNER additional named insured.*
- Comprehensive Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *OWNER Additional Insured.*
- Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- Professional Liability:** \$1,000,000; per occurrence and aggregate.
- Workers' Compensation:** \$1,000,000 per accident for Bodily Injury or Disease.
- Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- Environmental Liability:** \$1,000,000; per occurrence and aggregate; *OWNER Additional Insured.*
- Owner's Liability:** 100% of insurable value of the work, Builder's Risk, Extended coverage for Vandalism and Malicious Mischief, if required; *OWNER 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; *OWNER Additional Insured.*

Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

### **Indemnification and Insurance Requirements**

- **Indemnification**  
The Contractor agrees to indemnify, defend and hold harmless OWNER 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 OWNER on account of any claim therefore, except where such indemnification is prohibited by law.
- **Additional Named Insured**  
All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming OWNER and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- **Waiver of Subrogation Rights**

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against OWNER, its officers, employees, agents, volunteers, Contractors and subcontractors.

- **Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by OWNER.

- **Proof of Coverage**

The Contractor shall immediately furnish certificates of insurance to OWNER Procurement Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

- **Insurance Review**

The above insurance requirements are subject to periodic review by OWNER. OWNER'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 OWNER. 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 OWNER, inflation, or any other item reasonably related to OWNER'S risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

7. **Delivery of Proposal.** Proposals received late or at any location of OWNER other than that indicated on the proposal will be deemed non-responsive and will not be considered.
8. **Compliance with Contract Documents.** Vendor shall comply with all of the Contract Documents in connection with the performance of the work hereunder. In the event of any conflict between this Proposal and the Contract Documents, the Contract Documents shall control.
9. **Award of Contract.** Bid opening will be officiated and attended by OWNER Contract Administrator at the time and place indicated the Request for Proposal. Identity of the successful bidder may not be determined at bid opening. OWNER 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. **OWNER'S Discretion in Awarding Contract.** OWNER recognizes that price is only one of several criteria to be used in judging a product or service, and OWNER is not legally bound to accept the lowest bid. OWNER 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. OWNER 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. OWNER 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 OWNER, during OWNER'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 OWNER 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 OWNER'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 OWNER; 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 OWNER 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 OWNER, free from defects in design. OWNER'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 OWNER, 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 OWNER from any and all claims arising from any contract awarded by this process. Vendor shall prepare and submit to OWNER, 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 OWNER 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 OWNER 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 OWNER. Vendor shall not use any specification in lieu of those contained in the specifications, without written consent of OWNER. OWNER 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 OWNER 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 un-copyrighted 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 OWNER. Contractor shall reimburse OWNER for any expenditures, including reasonable attorneys' fees, OWNER may incur arising out of any such claim or litigation, and, if requested by OWNER, Contractor shall defend any such suits at the sole cost and expense of Contractor with counsel selected by OWNER.
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. OWNER 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 OWNER 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 OWNER and HUD staff). <http://www.wdol.gov/>
31. **Labor Laws.** Vendor agrees to pay the required prevailing wages in accordance with the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Department of Industrial Relations. Contractor agrees to register with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Contractor and all of Contractor's subcontractors, if any, agrees to pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work, in accordance with the provisions of Section 1770 of California Labor Code.
32. **Worker's Compensation Insurance.** Vendors making delivery of goods or providing services on OWNER premises shall carry liability insurance and Worker's Compensation coverage in accordance with the Golden Apartments San Bernardino, L.P.'s Standard Practice requirements.
33. **No Conflicts.** Vendor certifies that no OWNER employee, whose position in the OWNER service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this Request for Bid.
34. **Covenant Against Gratuities.** Vendor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to; cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the OWNER in an attempt to secure favorable treatment regarding the award of this bid. Vendor shall immediately report any attempt by a Golden Apartments San Bernardino, L.P. 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 OWNER.
35. **Collusion.** Vendor, by submitting a proposal, hereby certifies that no officer, agent, or employee of the OWNER has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other vendor; and that the Vendor is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.
36. **Drug Free Workplace Certification.** Vendor certifies it is in compliance with the Drug-Free Workplace Act of 1990 and has actions in place in accordance with Government Code Section 8355.
37. **This Request for Proposal is not an order. This request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made from this Proposal without a purchase order issued by the OWNER.**
38. **Nondisclosure of Proposal.** There will be no public opening or reading of this Proposal.
39. **Valid Price.** Vendor certifies that the prices quoted in this Proposal do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.
40. **Licenses.** Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County and municipal laws, ordinances, rules and regulations. Vendor shall maintain these licenses and permits in effect for the duration of this project. Vendor will notify OWNER immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract.
41. **Default by Vendor.** In case of default by Vendor, OWNER 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 OWNER shall be considered the prevailing market prices paid at the time such purchase is made.
42. **Disputes.** In the event a dispute arises concerning the bid process or award of the bid, the party wishing resolution of the dispute shall submit a request in writing to the Procurement & Contracts Manager. Vendor may appeal the recommended award or denial of award, providing the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the bid due date.

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

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

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

**Angie Lardapide, Procurement & Contracts Supervisor**  
**715 E. Brier Drive**  
**San Bernardino, CA 92408**