

**INVITATION FOR BIDS (IFB) NO. 2022-002  
HVAC REPLACEMENT PROJECT AT DR CLAIR S JOHNSON APTS**

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**INVITATION FOR BIDS (IFB) NO. 2022-002**

**HVAC REPLACEMENT PROJECT AT  
DR. CLAIR S. JOHNSON APARTMENTS  
91-400 SEVENTH STREET MECCA, CA 92254**

**Riverside Community Housing Corp. (RCHC)  
5555 Arlington Avenue  
Riverside, CA 92504**

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**IFB INFORMATION AT A GLANCE**

RCHC CONTACT PERSON:	George Eliseo, Contracts Analyst <a href="mailto:gceliseo@rivco.org">gceliseo@rivco.org</a> (951) 955-6405
HOW TO OBTAIN THE IFB DOCUMENTS:	<ol style="list-style-type: none"><li>1. Access <a href="http://www.harivco.org">www.harivco.org</a></li><li>2. Click on the Vendors &amp; Contractors page in the tab section and click on: <b>IFB 2022-002 HVAC REPLACEMENT PROJECT AT DR. CLAIR S JOHNSON APTS.</b></li><li>3. Download the IFB.</li><li>4. Or via email from the above listed contact.</li></ol>
PRE-BID CONFERENCE: (JOB WALK)  <b>NOTE: JOB WALK ATTENDANCE IS NOT MANDATORY BUT HIGHLY ENCOURAGED.</b>	<b>Wednesday, July 20th, 2022 at 10:00 AM</b> DR CLAIR S JOHNSON APARTMENTS 91-400 SEVENTH STREET, MECCA, CA 92254 <ul style="list-style-type: none"><li>• Prospective bidders should attend the pre-bid conference (job walk) and visit the site prior to this meeting. The purpose is to consider prospective bidders questions and concerns on the proposed project.</li></ul>
DEADLINE FOR <ul style="list-style-type: none"><li>▪ Questions</li><li>▪ Requests for Interpretations (RFI's)</li><li>▪ Request for Modifications</li></ul>	<b>July 28th, 2022 at 5:00 PM</b>  Questions and requests for interpretation or modification must be submitted to George Eliseo via e-mail at <a href="mailto:gceliseo@rivco.org">gceliseo@rivco.org</a>
BID SUBMITTAL DEADLINE – BID OPENING:	<b>Thursday, August 4th, 2022, at 5:00 PM</b>  The submittal must be sent to RCHC in one of the following two ways:  <ol style="list-style-type: none"><li>(1) Physically delivered to: Riverside Community Housing Corp. 5555 Arlington Avenue, Riverside, CA 92504 Attention: George Eliseo; or</li><li>(2) Mailed to: Riverside Community Housing Corp. 5555 Arlington Avenue, Riverside, CA 92504 Attention: George Eliseo</li></ol> Submittals sent by email will not be accepted.
RCHC reserves the right to cancel or modify this timeline at any time.	<b>Notice of any such modifications will be located at <a href="http://www.harivco.org">www.harivco.org</a></b>

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**INTRODUCTION**

The Riverside Community Housing Corp. (hereinafter, "RCHC") is a California non-profit public benefit corporation that was formed in 1992 as an affiliate of the Housing Authority of the County of Riverside ("HACR"). RCHC's purpose is to create and preserve affordable housing for extremely low-, low- and moderate-income persons within the County of Riverside, and to augment services and housing programs sponsored by HACR and/or the County of Riverside's Department of Housing and Workforce Solutions. As our mission, we believe that affordable housing, economic opportunity, and health are matters of unalienable human dignity. Through the creation and preservation of affordable housing and community development initiatives, RCHC strives to eradicate barriers to the pursuit of actualizing these essential liberties, to galvanize vibrant communities and to expand access in the transition towards self-sufficiency.

This Invitation for Bids no. 2022-002 ("IFB") is issued solely by RCHC and is not issued by HACR. The Riverside Community Housing Corp. is a nonprofit, public benefit corporation affiliated with HACR. While this IFB is issued solely by RCHC, it will be available on HACR's website for convenience and ease of access.

RCHC is inviting bids from qualified, licensed, and insured HVAC contractors with the ability to provide HVAC Replacement services to RCHC for the Dr. Clair S. Johnson Apartments, located at 91-400 Seventh Street, Mecca, CA 92254.

Details regarding the specifications, scope of work and other requirements are set forth in this IFB document and any attachments or amendments to it, which can also be accessed online at [www.harivco.org](http://www.harivco.org). Bid submittals made in response to this solicitation must conform to all the required specifications outlined within this document and any designated attachments or amendments in their entirety.

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**1.0 RESERVATION OF RIGHTS:**

- 1.1 Right to Reject, Waive, or Terminate the IFB.** RCHC reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, in its sole and absolute discretion if deemed by RCHC to be in its best interests.
- 1.2 Right to Not Award.** RCHC reserves the right not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** RCHC reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 5 days written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** RCHC reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 Right to Determine Financial Responsibility and Viability.** RCHC reserves the right to require of bidder information regarding financial responsibility and viability or such other information as RCHC determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.
- 1.6 Right to Retain Bids.** RCHC reserves the right to retain all written bids submitted to the RCHC in response to this IFB, and not permit withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said bids. The RCHC may permit the withdrawal of bids when requested in writing by the bidder and such request is approved in writing by the RCHC Contracting Officer (CO) in his/her sole and absolute discretion.
- 1.7 Right to Reject Any Bid.** RCHC reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 No Obligation to Compensate.** RCHC shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 Right to Amend Prior to Award.** RCHC reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on the Housing Authority's (HACR) website at: [www.harivco.org](http://www.harivco.org) and/or also at [www.missionreproplanroom.com](http://www.missionreproplanroom.com) (hereinafter, the "noted Internet System" or the "System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders. RCHC reserves the right to amend the contract any time prior to contract execution.
- 1.9 Right to Prohibit.** RCHC shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing [www.harivco.org](http://www.harivco.org) and/or [www.missionreproplanroom.com](http://www.missionreproplanroom.com) (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by RCHC that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve RCHC, but not the prospective bidder, of any responsibility pertaining to such issue.
- 1.10 Right to Issue New Bids.** In the case of rejection of all bids, RCHC reserves the right to advertise for new bids or to proceed to do the work otherwise.

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- 1.11 Right to Cancel Award.** RCHC reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 1.12 Right to Revise Quantities.** RCHC reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to RCHC, if:
- 1.12.1** Funding is not available,
  - 1.12.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
  - 1.12.3** RCHC's requirements in good faith change after award of the contract.
- 1.13 Right to Require Additional Information.** RCHC reserves the right to require additional information from all Bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by RCHC.
- 1.14 Right to Require Accurate Timesheets.** RCHC reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 1.15 Right to Contact.** RCHC reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.
- 1.16 Right to Seek Restitution.** In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, RCHC reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- 1.17 Right to Amend Prior to Contract Execution.** RCHC reserves the right to amend the contract any time prior to contract execution.

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**2.0 SCOPE OF WORK:**

RCHC is seeking bids from qualified, licensed, and bonded contractors to provide HVAC removal and installation in accordance with the following Scope of Work.

**2.1 Location:** This project is in the City of Mecca, Eastern Riverside County.  
**Dr. Clair S. Johnson Apartments**  
**91-400 Seventh Street**  
**Mecca, CA 92254**

**2.2 Construction Drawings/Plans:** No plans are available for this project.

**2.3 SCOPE OF WORK - GENERAL SPECIFICATIONS**

1. The work under this contract shall be performed at the Dr. Clair S. Johnson Apartments located in the City of Mecca, State of California and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the removal and installation of forty (40) HVAC units and associated improvements in strict conformance with all of the Contract documents.
2. Remove all existing Heat Pumps and air ducts in 40 units. The 40 units are comprised of the following building types:
  - a. 30 units are two-story townhouse units.
  - b. 10 units are single-story accessible units.
3. Contractor to leave existing ceiling to attic adapter (supply box) in each room and reattach new duct and air supply registers to the existing supply box.
4. Modify stucco openings to accept plenums where needed and install.
5. Furnish and install **ten (10) new 3-ton side mounted dual package heat pump units, 14 SEER (Energy Star rated using R-410A refrigerant)**. Unit weight not to exceed 450 lbs. [See structural engineer specifications for stucco openings and platforms.]
6. Furnish and install **thirty (30) new 3-ton 14 SEER split heat pump systems**, air handler in closet and condenser relocated to ground from shed.
7. All flashings, plenums and penetrations are to be properly sealed with appropriate materials. Provide blocking and fastening as required by structural drawings/plans.
8. Furnish and install all appropriately-sized insulated type A/C ducting. Existing permanent metal ducting that penetrates between first and second floor levels is to be reused.
9. Remove and replace all room supply and return air registers with new appropriately sized adjustable bar type registers.
10. Cut where necessary appropriately sized return air intake. Return air ducting must be sealed with appropriate materials.
11. Furnish two (2) appropriate pole breakers in service panel and fused disconnect in within 25 feet of HVAC unit.

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12. Unit condensate lines to be run outside and discharge over the edge in a manner so water will not hit building. Condensate not to drain over public way, not free fall off unit, dry well required at drain area 2-3 inches freefall to finish grade.
13. New control wiring must be run where necessary to properly control the heat pump systems.
14. Remove all existing equipment including ducting, condensers, package units, and air handlers. Units must be removed offsite and appropriately disposed of.
15. Furnish refrigerant and charge new systems to factory specifications.
16. Furnish and install all new filter return air registers.
17. Furnish and install a new programmable thermostat in close proximity to the return air register. Provide thermostat instructions for residents in both English and Spanish.
18. Contractor to field verify sizing of package unit, all dimensions and locations of all equipment involved.
19. An independent inspection by a certified Home Energy Rating System (HERS) rater must provide a (California Home Energy Efficiency Rating Services) CHEERS Energy star rating report, a Title 24 CF-1R, and/or an affidavit from an energy consultant stating that it meets the requirements. The certified, independent and third party HERS rater must not be affiliated with the contractor or subcontractor performing the removal and installation of the HVAC unit. The results and documentation of testing performed by the HERS rater shall be delivered to RCHC prior to project completion. NOTE: The certified HERS rater must be certified by a Residential Energy Services Network (RESNET) Accredited Rating Provider.
20. Contractor to ensure proper dumping of all waste and components from the site and shall provide a cleared site free of all debris, contractor equipment, etc.
21. Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all services performed pursuant to this IFB.
22. Prior to the start of construction, Contractor will supply the RCHC with 3 complete submittal packages.
23. Contractor shall provide quality assurance in strict accordance with current building codes as well as terms, conditions, special contract requirements, specifications, attachments, and exhibits contained in the General Conditions of the Contract.
24. Verification of existing conditions:
  - a. It shall be the Contractor's sole responsibility to verify existing conditions for each individual work item. The Contractor shall be satisfied that there are no discrepancies between actual conditions and the Scope of Work as issued. Before ordering materials/products, the Contractor shall verify related conditions to ensure proper fit and installation.

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b. Contractor to notify RCHC immediately of any hidden condition discovered which might affect the progress of work.

- 2.4 Explanations and Interpretations to Prospective Bidders:** (a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least **ten (10)** days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders. (b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.
- 2.5 Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the RCHC. Any interpretation of the documents will be made only by amendment duly issued and a copy of such amendment will be mailed or delivered to each person or firm receiving a set of such documents. RCHC will not be responsible for any other explanations or interpretations. Should anything in the Scope of Work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to RCHC's attention.
- 2.6 Amendments to the IFB:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form, or by letter, telegram, or facsimile, if those methods are authorized in the solicitation. RCHC must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed RCHC's requirements. Amendments will be on file in the offices of RCHC at least 7 days before bid opening.
- 2.7 Caution to Bidders:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the bidder by various other portions of this IFB and the Contract Documents.
- 2.8 Construction Cost Estimate:** The construction cost estimate is approximately \$300,000.
- 2.9 Permits:** The selected contractor will obtain the necessary construction/building permits, if any are required. **NOTE: If required, the selected contractor will provide/furnish the engineered and/or shop drawings from the manufacturer and RCHC will obtain the necessary construction/building permits from the County of Riverside Building and Safety agency.**

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**3.0 BID FORMAT:**

**3.1 Tabbed Bid Submittal:** In order for RCHC to properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers or tabs (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement RCHC has published herein or has issued by amendment.

Tab No.	Description
<b>1</b>	<b>Form of Bid:</b> This Form is attached to this IFB document as Attachment A. Complete and execute the form where provided, and submit under this tab.
<b>2</b>	<b>Form of Bid Bond:</b> This Form is attached to this IFB document as Attachment B. Certificate as to Corporate Principal – this portion must be completed by the Secretary of the Corporation and the corporate seal affixed. Complete form and notarize. This 2-page Form must be fully completed, executed where provided and submitted under this tab as a part of the bid submittal.
<b>3</b>	<b>Form of Non-Collusive Affidavit:</b> This Form is attached to this IFB document as Attachment C. Must check box indicating whether bidder is an individual, a corporation or partnership. Complete form and notarize. This 1-page Form must be fully completed, executed where provided and submitted under this tab as a part of the bid submittal.
<b>4</b>	<b>Equal Employment Opportunity Certification (Form HUD-92010):</b> This Form is attached as Attachment D. The 2-page Form must be completed, executed, and submitted under this tab as a part of the bid submittal.
<b>5</b>	<b>Other Information (Optional Item):</b> The bidder may include any other general information under this tab that's appropriate to assist the RCHC in its evaluation.
	If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.
	<b>Bid Submittal Binding Method:</b> It is preferable and recommended that the bidder bind the bid submittal in such a manner that the RCHC can, if needed, remove the binding (i.e. "comb-type," etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

**3.2 Bidder's Security:** Bids in excess of twenty-five thousand dollars (\$25,000) shall be accompanied by a bid guarantee of not less than ten percent (10%) of the amount of the bid, including the aggregate of all separate bid items and schedules covered by the

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bid, which may be: bid bond, money order, certified check or bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. ***The Form of Bid Bond (Attachment B) must be fully completed, executed and notarized where provided thereon and submitted under tab 3 (above) as a part of the bid submittal.*** Said check or bond shall be made payable to RCHC and shall be given as a guarantee that the Bidder, ***ONLY when awarded the job, Contractor will enter into an Agreement with RCHC and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond.*** Each of said bonds and insurance certificates shall be in the amounts of stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the RCHC. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond from bound herein, or one conforming substantially to it in form.

- 3.3 Bid Submission:** All bids must be submitted and time-stamped received in the designated RCHC office by no later than the submittal deadline stated herein (or within any ensuing amendment). A total of one (1) original signature copy (marked "ORIGINAL" and "SEALED BID") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

**Riverside Community Housing Corp (RCHC)  
5555 Arlington Avenue Riverside, CA 92504  
Attention: George Eliseo**

The package exterior must clearly include the following, "**IFB No. 2022-002 HVAC Replacement Project at Dr. Clair S. Johnson Apartments**" and must have the bidder's name and return address. Bids received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

- 3.4 Bid Acceptance Period:** The acceptance period is the number of calendar days available to the RCHC for awarding a contract from the date specified in this solicitation for receipt of bids. The RCHC requires a minimum acceptance period of ninety **90** calendar days. A bid allowing less than RCHC's minimum acceptance period will be rejected
- 3.5 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to RCHC by the bidder, such may invalidate that bid. If, after accepting such a bid, RCHC decides that any such entry has not changed the intent of the bid that RCHC intended to receive, the RCHC may accept the bid and the bid shall be considered by RCHC as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet Site, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that RCHC delivers to him/her as

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instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by amendment pertaining to this IFB.

- 3.6 Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by RCHC, those listed in the attachments section, and any amendments and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the bid documents, the bidder is stating their agreement to comply with all conditions and requirements as set forth. Notice from the bidder previously not authorized in writing by RCHC to exclude any requirement(s), may cause that bidder to not be considered for award.
- 3.7 Bidder's Responsibilities; Contact With RCHC:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other RCHC staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for RCHC to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.8 Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to all subcontractors. It is the Prime Contractors' responsibility to ensure the compliance of the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to RCHC for the performance under this IFB or any resulting contract.
- 3.9 Invitations for Bids (IFB) Amendments:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form by email, letter, or facsimile. RCHC must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed RCHC's requirements. Amendments will be on file in the offices of RCHC and at least **seven 7 days** prior to bid opening. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by amendment to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the IFB are made between RCHC and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO, it simply means that other than making replies to direct the prospective bidder where the answer has already been issued within the bid documents, the CO may not respond to the prospective bidder's inquiries but will direct them to submit the inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by amendment, if needed.
- 3.10 Pre-bid Conference (Job Walk):** The scheduled pre-bid conference is not mandatory. Typically, such conferences last 1 hour or less, though not guaranteed. The purpose of this conference is to give prospective bidders a fuller understanding of the job so that

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the bidder feels confident in submitting an appropriate bid. RCHC **will not** distribute any copies of the IFB documents at the job walk.

**4.0 BID EVALUATION:**

**4.1 Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening RCHC will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; RCHC will, at a later time, review all bids in detail and will notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not responsible. RCHC reserves the right to, "waive informalities and minor irregularities" in the offers received.

**4.1.1 Ties:** In the case of bids, the award shall be decided by "drawing lots or other random means of selection."

**4.2 Responsive Evaluation:** After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum requirements). Firms not meeting the minimums and are deemed to be non-responsive, will be notified of such in writing by RCHC in a timely manner.

**4.3 Responsible Evaluation:** RCHC will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e., a firm that is qualified, responsible, and able to provide to the RCHC the required services). If RCHC ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to complete the required work, RCHC may proceed with a notice of intent to award. If RCHC determines that a firm is deemed to be not responsible, the firm will be notified of such in writing by RCHC in a timely manner and bidder may request further information and a hearing. RCHC will proceed with Responsive and Responsible Evaluations with the next lowest bidder, in its sole discretion.

**4.3.1 Contractor's Responsibility:** A bidder must first be considered responsive before it is examined for responsibility. A responsible Contractor must:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have the necessary organization, experience, accounting and operational, and technical skills, or the ability to obtain them;
- Have the necessary management, personnel and facilities, or the ability to obtain them;

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- Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;
- Have a satisfactory performance record in placement of qualified personnel;
- Have a satisfactory record of integrity and business ethics, and;
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being debarred or suspended under a HUD-imposed LDP. Furthermore, all persons or contractors that have been suspended or debarred from Federal programs will show up on the System for Award Management (SAM).

**4.3.2 Acceptable Evidence of Responsibility:** The RCHC reserves the right to request additional information or require oral presentation in order to determine the Contractor's responsibility. Failure to provide adequate documentation within the specified time period will result in the Bidder to be determined non-responsive. Additional steps or information may include:

- Copy of financial statements, credit bureau reports, copy of lines of credit and/or account balances with the financial institutions or a breakdown of his/her costs.
- Copy of any business audits or reports.
- List of other contracts and contact information on past customers.
- List of all personnel and experience available to work on this contract.

**4.4 Restrictions:** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

**4.5 Bid Protest:** Any prospective or actual bidder, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. To be eligible to file a protest with the RCHC pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to RCHC the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by RCHC or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve RCHC from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. RCHC has no obligation to consider a

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protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after the contractor receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the CO or designee, who shall issue a written decision on the matter. The CO may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

**APPEAL OF IFB NO. 2022-002  
RCHC c/o Housing Authority of the County of Riverside  
Attn: George Eliseo, Contracting Officer  
5555 Arlington Avenue Riverside, CA 92504**

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**5.0 CONTRACT AWARD:**

- 5.1 Lowest Responsive and Responsible Bidder:** Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.
- 5.1.1 Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of the base bid amounts on the base contract.
- 5.2 Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
- 5.2.1** By completing, executing, and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by RCHC”. Accordingly, RCHC has no responsibility to conduct any negotiations pertaining to the future contract after the submittal deadline.
- 5.2.2** Depending on the amount of the award (typically for amounts greater than \$75,000), RCHC will forward the Construction Contract to the RCHC Board of Directors (Board) for approval prior to signing the contract with the lowest responsive and responsible bidder.
- 5.2.3** The contract shall be awarded upon a resolution or minute order to that effect duly adopted by the RCHC Board in their sole and absolute discretion. Execution of the contract documents shall constitute a written memorial thereof.
- 5.3 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by RCHC pursuant to this IFB:
- 5.3.1 Contract Form:** By responding to this IFB and submitting a bid, the successful bidder acknowledges and agrees that RCHC will only execute agreements prepared by RCHC which are substantially approved as to form and substance by its legal counsel. RCHC WILL NOT execute the successful bidder's contract form. Any bidder that does not feel the listed contract clauses or specifications are reasonable or complete shall address such with RCHC in writing during the bidding period (prior to the posted bid submittal deadline). RCHC will consider such clauses and determine in its sole and absolute discretion whether to amend the Contract if deemed by RCHC to be in its best interests.
- 5.3.2 Assignment of Personnel:** RCHC shall retain the right to demand and receive a change in personnel assigned to the work if RCHC believes that such change is in its best interests and the completion of the contracted work.
- 5.4 Contract Period (Time of Completion):** The successful bidder agrees to commence work no later than ten (10) calendar days after the commencement date specified in the **Notice to Proceed (NTP)** and to fully complete the project within **forty-five (45) calendar days**. The NTP is the written notification from the RCHC giving the contractor notice to commence with the project. The NTP will specify project details such as the mobilization

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start date, construction start date, and Work completion date. **NOTE:** The timeframe for ordering and delivery of supplies and/or materials is typically not included with the issuance of the NTP.

- 5.4.1 Liquidated Damages:** If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the Owner as liquidated damages, the sum of **\$300.00** for each day of delay.
  - 5.4.2** RCHC may withhold issuance of the NTP for a period not to exceed **ninety (90) calendar days** after the Construction Contract is executed.
  - 5.4.3 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and RCHC may pursue compensatory and/or liquidated damages under the contract.
- 5.5 Execution of Work:** All work is to be performed by qualified, competent trained personnel. The contractor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel. RCHC may require the contractor to remove from the work such employees as the local authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by RCHC to be contrary to the public interest. The contractor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The contractor and his personnel shall respect the rights of tenants in the surrounding dwellings where work is being performed. The office hours for all locations of the RCHC are 8:00 am – 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The contractor's working hours may vary depending upon the type of work being performed. Contractor may work longer hours if approved in advance by RCHC.
- 5.6 Warranty:** All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. The period will begin on the date of "FINAL" acceptance by RCHC.
- 5.6.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply. In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
  - 5.6.3 Assignment of Warranty:** Contractor shall assign any warranties and guarantees to RCHC and provide the Contractor's Warranty for Labor and Installation to RCHC along with all Manufacturers' Warranty documents.

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**6.0 PROMPT ACTION BY SUCCESSFUL BIDDER:**

**6.1.1** Upon issuance of the Notice of Award or Notice of Intent to Award, the successful bidder will have **seven (7) calendar days** to supply a payment/performance bond and furnish insurance documents in accordance with the Contract Documents.

**6.1.2 Assurance of Completion (Performance Bond & Payment Bond):** The successful bidder shall furnish an assurance of completion prior to the execution of the construction contract. This assurance shall be a performance and payment bond in a penal sum of 100 percent of the contract price.

**6.1.3 Security substitutions for monies withheld to ensure the contractor's performance:** In accordance with Section 22300 of the State of California Public Contract Code, the Contractor at his request and expense will be permitted to substitute equivalent securities for any monies withheld to insure performance.

**6.2 Licensing and Insurance Requirements:** Prior to contract award (but not as a part of the bid submission) the *successful bidder* will be required to provide:

**6.2.1 Insurance:** Without limiting or diminishing the Contractor's obligation to indemnify or hold the RCHC harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, RCHC herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**6.2.2 Workers' Compensation:** If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of RCHC; and, if applicable, to provide a Borrowed Servant/Alternate Employee Endorsement.

**6.2.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name RCHC, the County of Riverside, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

**6.2.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than

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\$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the RCHC, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**6.2.5 General Insurance Provisions - All lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the RCHC, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the RCHC, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. Contractor shall cause Contractor's insurance carrier(s) to furnish the RCHC with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the RCHC prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the RCHC receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Contractor shall not commence operations until the RCHC has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

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- d. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the RCHC's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; RCHC reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to RCHC.
- h. Contractor agrees to notify RCHC of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

**6.3 Business License:** A copy of the bidder's business license allowing that entity to provide such services within the County of Riverside, State of California.

**6.4 Contractor's License:** A copy of the bidder's license issued by the Contractors State License Board (CSLB) allowing the bidder to provide the services detailed herein. To be considered, a potential bidder must possess the following license classification type: **"C20" – Warm-Air Heating, Ventilating and Air Conditioning**, for work covered in its bid when a bid is submitted. Contractor shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing. This includes a joint venture formed to submit a bid.

**6.5 Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

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**7.0 ADDITIONAL CONSIDERATIONS**

- 7.1 Work on RCHC Property:** If the successful bidder's work under the contract involves operation on RCHC premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to RCHC.
- 7.2 Subcontractors:** Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the RCHC. Also, any substitution of subcontractors must be approved in writing by RCHC prior to their engagement.
- 7.3 Salaries and Expenses Relating to the Successful Bidders Employees:** Unless otherwise state within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State unemployment taxes, and any similar taxes relating to its employees or other personnel furnished under this contract.

- 8.0 Recap of Attachments:** It is the responsibility of each bidder to verify that they have received the following attachments to this IFB:

<b>Attachment</b>	<b>Attachment Description</b>
<b>A</b>	Form of Bid
<b>B</b>	Blank Bid Bond Form
<b>C</b>	Non-Collusive Affidavit

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**FORM OF BID (ATTACHMENT A)**

- A.** Each bidder shall submit his/her bid/fee amount on this form only, which shall be completed, signed, and returned to RCHC with the entire submittal.
- B. Proposed Bid/Fee Amount:** The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work (including Invitation for Bid, this Form of Bid, the Bid Bond, the Performance and Payment Bonds (Labor and Materials Payment Bond), the Scope of Work and Technical Specifications, and Addenda (if any) and all other documents in the bid package, should base their quote accordingly. The bid/fee amount shall be all-inclusive of all related costs that the Contractor will incur to provide the materials and labor, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, labor, licensing, taxes, insurance, materials, supplies, tools, equipment, shipping, permits, long distance telephone calls, document copying, and any other services for the **A/C Removal and Installation Project at Dr. Clair S. Johnson Apts.** for the bid/fee amount specified below.

Item #	Qty	Description	Bid/Fee Amount
1	40 Units	<b>Removal and Installation of forty (40) AC Units</b>	\$
<b>TOTAL BID/FEE AMOUNT (Lump Sum)</b>			\$

- C. Bid Guarantee:** Security in the sum of [10% of bid/fee amount]: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the form of \_\_\_\_\_ is submitted.
- D. Performance Bond and Payment Bond:** The undersigned agrees that, **if selected** as the Contractor, he will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the RCHC, execute a contract in accordance with the terms of this Form of Bid furnish a Performance Bond and a Payment Bond (Labor and Materials Payment Bond), each of a surety company qualified to do business under the laws of California and satisfactory to RCHC and each in the sum of at least one hundred percent of the contract price, the premium for which are to be paid by the Contractor and are included in the contract price.
- E. Quantities:** The undersigned understands that the HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by the RCHC. RCHC does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. RCHC shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services requires.
- F.** The undersigned hereby agrees to commence work under this contract on or after the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **FORTY FIVE (45) CALENDAR DAYS.**

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

Date: \_\_\_\_\_ Name of Company: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Office Number \_\_\_\_\_ Mobile Number \_\_\_\_\_ Email Address \_\_\_\_\_

# ATTACHMENT B

## FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

\_\_\_\_\_, as PRINCIPAL,

AND \_\_\_\_\_, as SURETY,

are held and firmly bound unto the Riverside Community Housing Corp, hereinafter called, "RCHC", in the penal sum of \_\_\_\_\_ Dollars, lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore enter into a written contract with RCHC in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay RCHC the difference between the amount specified in said bid and the amount for which RCHC may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
(Individual Principal) (seal)

\_\_\_\_\_  
(Address) (Business Address)

\_\_\_\_\_  
(Individual Principal) (seal)

\_\_\_\_\_  
(Business Address)

ATTEST:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Affix Corporate Seal)

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

ATTEST:

\_\_\_\_\_  
(Corporate-Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
(Print or type the names underneath all signatures.)

Power -of-attorney for person signing for Surety Company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_  
who signed the said on behalf of the Principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond  
was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its  
governing body.

\_\_\_\_\_  
(Corporate Seal)

# ATTACHMENT C

## FORM OF NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

ss.

County of \_\_\_\_\_)

\_\_\_\_\_,  
being first sworn, deposes and says:

That he is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, sought-by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Riverside or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Bidder is:

A Corporation

A Partnership

An Individual

\_\_\_\_\_  
Signature of Bidder

Printed Name \_\_\_\_\_

Printed Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_.