

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**



**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT
AT THE DESERT ROSE APARTMENTS
24501 SCHOOL ROAD, RIPLEY, CA 92225**

**Housing Authority of the County of Riverside (HACR)
5555 Arlington Avenue
Riverside, CA 9250**

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

IFB INFORMATION AT A GLANCE

HACR CONTACT PERSON:	Rigo Beltran rbeltran@rivco.org (951) 343-5415 (office)
HOW TO OBTAIN THE IFB DOCUMENTS:	<ol style="list-style-type: none">1. Access http://www.harivco.org/2. Select the "Vendors/Contractors" Page3. Scroll down and download IFB NO. 2024-007 BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS4. Download and save the IFB to your computer.
IFB RELEASE DATE:	Tuesday, September 03rd, 2024
PRE-BID CONFERENCE: (JOB WALK) <i>NOTE: JOB WALK ATTENDANCE IS NOT MANDATORY BUT HIGHLY ENCOURAGED. PLANS WILL NOT BE PROVIDED FOR THIS PROJECT, EACH POTENTIAL BIDDER MUST TAKE THEIR OWN MEASUREMENTS.</i> Prospective bidders should attend the pre-bid conference (job walk). The purpose is to consider prospective bidders' questions and concerns on the proposed project(s).	Thursday, September 12th, 2024, at 09:30 AM
DEADLINE FOR SUBMITTING QUESTIONS / REQUEST FOR INTERPRETATIONS: (RFI's)	Monday, September 16th, 2024, at 5:00 PM
BID SUBMITTAL DEADLINE – BID OPENING:	Thursday, September 19th, 2024, at 3:00 PM 5555 Arlington Avenue Riverside, CA 92504 Bids shall be delivered to Housing Authority of the County of Riverside. (HACR), on the 1st Floor of HACR Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504; Attention: Rigo Beltran. Bids shall be promptly opened in public at said address.
NOTE: HACR reserves the right to deviate from this timeline and/or modify the Scope of Work at any time!	Notices of any such decisions or modifications will be located at: www.harivco.org
This is a Davis-Bacon Wages Job	Wage Determination: CA20240017 6/28/24 MOD 8

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1.0 HACR'S RESERVATION OF RIGHTS:

- 1.1 Right to Reject, Waive, or Terminate the IFB.** HACR 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 HACR to be in its best interests.
- 1.2 Right to Not Award.** HACR reserves the right not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** HACR reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon five (5) calendar day's written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** HACR 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.** HACR reserves the right to require of bidder information regarding financial responsibility and viability or such other information as HACR determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.
- 1.6 Right to Retain Bids.** HACR reserves the right to retain all written bids submitted to HACR 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. HACR may permit the withdrawal of bids when requested in writing by the bidder and such request is approved in writing by HACR Contracting Officer (CO) in his/her sole and absolute discretion.
- 1.7 Right to Reject Any Bid.** HACR 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.** HACR 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.** HACR 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 of the County of Riverside's website at www.harivco.org and/or www.missionreproplanroom.com Internet System (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. HACR reserves the right to amend the contract any time prior to contract execution.
- 1.10 Right to Amend Prior to Award.** HACR 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 of the County of Riverside's website at www.harivco.org and/or www.missionreproplanroom.com

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Internet System (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. HACR reserves the right to amend the contract any time prior to contract execution.

- 1.11 Right to Issue New Bids.** In the event HACR rejects all bids submitted, HACR reserves the right to re-advertise this IFB for new bids, to modify this IFB and re-advertise for new bids or to proceed to have the work completed otherwise.
- 1.12 Right to Cancel Award.** HACR 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.
- 1.13 Right to Revise Quantities.** HACR reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HACR under the following conditions:
- 1.13.1** Funding is not available;
 - 1.13.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 1.13.3** HACR’s requirements in good faith change after the award of the contract.
 - 1.13.4 Right to Require Additional Information.** HACR reserves the right to require additional information from all prospective bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HACR.
- 1.14 Right to Require Accurate Timesheets.** HACR reserves the right to require the successful bidder 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.** HACR 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 contract resulting from this IFB is prematurely terminated due to nonperformance and/or withdrawal by the successful bidder, HACR reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the successful bidder to cover costs for interim services and/or cover the difference of a higher cost (difference between the terminated successful bidder’s rate and new company’s rate) beginning the date of successful bidder’s termination through the contract expiration date.
- 1.17 Right to Amend Prior to Contract Execution.** HACR reserves the right to amend the contract any time prior to contract execution.

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2.0 PROJECT OVERVIEW: The Housing Authority of the County of Riverside (HACR) is seeking bids from qualified, licensed, and bonded contractors to provide plumbing services for the removal and replacement of a new backflow device, located at 24501 School Road, in Ripley, California. The Base Scope of Work is attached as Exhibit B.

2.1 Construction Planning: The apartment units will be occupied by tenants during the demolition and construction process. Construction planning and scheduling **MUST** take this into account. HACR requires the successful bidder to have a complete construction plan schedule prior to starting work and to have that plan approved by the project manager or his designee, five (5) working days prior to the projected start date.

2.2 GENERAL SPECIFICATIONS OF THE PROJECT:

2.2.1 The work under this IFB shall be performed at the Desert Rose Apartments, located at 24501 School Road, Ripley, which is located within the County of Riverside, State of California and shall include furnishing all labor, material, equipment, tools, supplies, services, and incidentals, and performing all work necessary for the Project, in strict conformance with this IFB, the Scope of Work, and all contract documents.

2.2.2 Refer to the complete Scope of Work and specifications sheet listed under Exhibit B, attached hereto, and incorporated herein by this reference.

2.2.3 Measurements: Prospective bidder is responsible for all measurements. There are no existing plans.

2.2.4 Waste: Successful bidder to ensure proper dumping of all waste and components from the site in an approved, legal landfill. Successful bidder shall provide a cleared site free of all debris, contractor equipment, etc. off-site daily. HACR refuse containers may not be used for disposal of any waste.

2.2.5 Barriers: Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

2.2.6 Noise Control: Conform to requirements of CAL-OSHA. Confine construction activities which utilize equipment and power tools, or which produce similar levels of noise, between 8:00 AM to 5:00 PM, Monday through Friday.

2.2.7 Dust Control: Provide positive methods and apply dust control materials to minimize raising dust from construction operations and provide positive means to prevent airborne dust from dispersing into the atmosphere.

2.3 Field Verification: Successful bidder is responsible to field verify existing conditions and promptly notify the HACR if discrepancies in and omissions from the plans, specifications or other contract documents are found in the field, including unforeseen conditions that may affect the successful completion of the project and/or work. Contractors will have access to the job site during the scheduled job walk.

2.4 Explanations and Interpretations to Prospective Bidders: Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc.,

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must request it at least **ten (10) calendar 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. 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 HACR. 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. HACR will not be responsible for any other explanations or interpretations. Should anything in the scope of the 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 the attention of HACR.

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, or by letter, telegram, or facsimile, if those methods are authorized in the solicitation. HACR 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 may result in the rejection of the bid if the amendment(s) contained information which substantively changed HACR' requirements. Amendments will be on file in the offices of the HACR at least 7 calendar 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 Federal Funding: This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with Section 3 (24 CFR Part 135) Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others. Information pertaining to the Federal requirements is on file with the County of Riverside Department of Housing Homelessness Prevention and Workforce Solutions.

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3.0 BID FORMAT:

3.1 Two-Step Bid Submittal Process: All bidders will initially submit the documentation/information detailed within the following listed Step #1. Then, HACR will notify which bidders are to submit, within five (5) days after being notified to do so, the information detailed within the following detailed Step #2 (the bidder(s) that are directed to submit information for Step #2 will generally be the apparent low bidders that HACR intends to award the project).

3.1.1 Tabbed Bid Submittal. As may be further described herein, HACR intends to retain a Contractor pursuant to a "Low Bid" basis, also taking into consideration responsiveness and responsibility. Therefore, so that HACR can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (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 HACR has published herein or has issued by addendum.

Tab No.	Description
1	Quote/Bid – Base Pricing Form: Attachment B. Insert the bid amount, complete all other information, and sign where provided. Submit under this tab.
2	Form of Bid Bond: Attachment C. "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. Have your surety complete their portion. This 2-page Form must be fully completed, executed where provided and submitted under this tab.
3	Form of Non-Collusive Affidavit: Attachment D. 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 and submitted under this tab.
4	Equal Employment Opportunity Certification (Form HUD-92010): Attachment E. The 2-page Form must be completed, signed, and submitted under this tab as a part of the bid submittal.
5	Contractor Designation Form: Attachment F. This 2-page Form must be fully completed executed and submitted under this tab. NOTE: Bidders must also provide HACR with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and the minority status of each. This requested information is detailed in the Profile of Firm Form. This Form MUST be completed for each general and subcontractor and included in this Tab. Bidder remains responsible to HACR for any and all services and goods provided pursuant to this IFB and any resulting contract. If subcontractors will not be utilized, please check the appropriate box.
6	HUD Form – 50071: Attachment G. Complete and sign this form and

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	submit under this tab.
7	HUD Form - 5369-A: Attachment H. Complete and sign this form and submit under this tab.
8	Section 3 Business Preference Documentation: For any bidder claiming a Section 3 Business Preference, place under this tab the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. Note: If you qualify as a Section 3 Business Preference, your bid will receive a preference over other bids as specified in Attachment D.
9	Other Information (Optional): The bidder may include any other general information they believe is appropriate to assist HACR in its evaluation under this tab.
	If no information is to be placed under any of the above noted tabs (especially the "Optional" tab), please place there a statement such as, "This Tab Left Intentionally Blank." DO NOT eliminate any of the tabs.

Step #2: Documentation/information to be submitted, within seven (7) days, **only** by the apparent low bidder **and only** when directed to do so by HACR.

1	Managerial Capacity: IF REQUESTED, the bidder must submit under this tab a concise description of its capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the <i>Contractor Designation Form (Attachment F)</i> . Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
2	Payment and Performance Bonds. The apparent low bidder will be provided with forms for their surety to complete.
3	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the HACR all insurance certificates requested. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.

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 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 C) 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 HACR and shall be given as a guarantee that the Bidder, ***if awarded the Work, will enter into an Agreement with HACR 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

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of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to HACR. 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 Davis-Bacon Act Wage Determination: For all construction contracts awarded by in excess of \$2,000, when required by Federal Grant Program legislation, Contractor hereby agrees to comply with the Davis-Bacon Act (40 U.S.C., 276a to 276a-7) as supplemented in. Department of Labor Regulations (29 CFR Part 5). Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees less than the wage rate listed in the following table. Therefore, it shall be mandatory upon the contractor to whom the contract is awarded, and upon each subcontractor under him, to pay all laborers and workmen employed in the execution of the contract not less than the applicable wage rates for each craft or type of laborer or workman so employed.

Wage Determination Number	Mod. Number	Revision Date
CA20240017	8	06/28/2024

3.4 Wage Decision Effective Date (“Lock-In” Date): General wage decisions shall be locked-in on the date bids are opened (bid opening date) provided that the contract is awarded within 90 days after bid opening. However, if the contract is awarded more than 90 days after the bid-opening, the contract award date “locks-in” the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, the construction start date is the lock-in date (HUD Handbook 1344.1, REV 2).

3.5 Prevailing Wages: Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations’ Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

3.6 Preemption of State Prevailing Wage Requirements: A prevailing wage rate (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to an employee in any trade or position employed under this contract shall be inapplicable to a contract or HACR performed work item for the development, maintenance, and modernization of a project (24 CFR Part 965.101).

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3.7 Public Works Registration Program: SB 854 was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals. Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code). Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects. Under the new program, contractors and subcontractors will be required to register before bidding and entering into public works contracts on state and local public works projects. To implement the program, the DIR has established an online registration system (www.dir.ca.gov/Public-Works/PublicWorks.html) which went live on July 1, 2014. Only contractors who have registered through the program may bid on public works projects beginning March 1, 2015 and may enter into public works contracts beginning April 1, 2015. (See Update Below).

3.8 Public Works Registration Program Update: SB 96 was enacted on June 27, 2017. Amongst other things, the bill makes changes to Labor Code sections 1725.5, 1771.1 and 1773.3 and Public Contract Code section 4104. Moving forward, DIR notification of an award of a public project will only be required for projects greater than \$25,000 for construction, alteration, demolition, installation, or repair work, or projects greater than \$15,000 for maintenance work. The law also now requires that bidders provide the DIR registration numbers for all subcontractors listed in a bid for a project.

3.9 Bid Submission: All bids must be submitted and time-stamped received in the designated HACR 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:

Housing Authority of the County of Riverside (HACR)
Attention: Rigo Beltran
5555 Arlington Avenue
Riverside, CA 92504

The package exterior must clearly include the following, "**IFB No. 2024-007 Backflow Replacement Project**" 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.

3.10 Bid Acceptance Period: The acceptance period is the number of calendar days available to HACR for awarding a contract from the date specified in this solicitation for receipt of bids. HACR requires a minimum acceptance period of **ninety 90 calendar days**. A bid allowing less than HACR's minimum acceptance period will be rejected.

3.11 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

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if any such additional marks, notations or requirements are entered on any of the documents that are submitted to HACR by the bidder, such may invalidate that bid. If, after accepting such a bid, HACR decides that any such entry has not changed the intent of the bid that HACR intended to receive, HACR may accept the bid and the bid shall be considered by HACR 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 HACR delivers to him/her as 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.

- 3.12 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 HACR, including the IFB document, the documents listed in the attachments section, and any amendments and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of HACR requirements contained within the documents may cause that bidder to not be considered for award.
- 3.13 Bidder's Responsibilities; Contact with HACR:** 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 HACR 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 HACR to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.14 Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to ensure the compliance of the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HACR for the performance under this IFB or any resulting contract.
- 3.15 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. HACR 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 HACR'S requirements. Amendments will be on file in the offices of HACR and at least **seven (7) calendar 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 HACR 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

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prospective bidder where their answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct them to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by amendment.

3.16 Non-Mandatory Pre-bid Conference (Job Walk): The scheduled job walk is not mandatory. Typically, such conferences last one (1) hour or less, though such is not guaranteed. The purpose of this conference is to give prospective bidders an understanding of the full scope of the job and the IFB documents so that they feel confident in submitting an appropriate bid; therefore, at this conference HACR will conduct a brief overview of the IFB documents, including the attachments, as well as walk the job site. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. All attendees should bring a copy of the IFB documents to this conference; HACR **will not** distribute any copies of the IFB documents.

3.17 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.

3.18 Bid Submittal Binding Method: It is preferable and recommended that the bidder bind the bid submittal in such a manner that HACR 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.

3.19 Required Tabs and Forms Table:

Tab #	Form Description
1	Quote/Bid - Base Pricing Form
2	Bid Bond
3	Non-Collusive Affidavit
4	Contractor Designation Form
5	HUD 92010 - EEO Certification
6	HUD 50071
7	HUD 5369C
8	Section 3 Form if used
9	Optional Information

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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 HACR 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. HACR 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. HACR reserves the right to, as determined by HACR, “waive informalities and minor irregularities” in the offers received.

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

4.2 Responsive Bid Evaluation: After the public opening of bid submittals, all bids received will later be evaluated by the CO for responsiveness, starting with the apparent lowest bidder. Bids not meeting the IFB’s listed minimum requirements are deemed to be non-responsive and shall not be considered further. The CO may then consider the next apparent lowest bidder, in his/her sole and absolute discretion. The non-responsive bidder will be notified of such in writing by HACR in a timely manner.

4.3 Responsible Bidder Evaluation: Once a bid is determined to be responsive to the IFB, the CO will then evaluate the apparent lowest responsive bidder to ensure that he/she or their firm is responsible. If the CO ascertains that such person or firm is responsible, as defined below in Section 4.3.1, the CO may then proceed with a notice of intent to award. If the CO determines that such person or firm is deemed to be not responsible, in his/her sole and absolute discretion, they will be notified of such in writing by HACR in a timely manner. The non-responsive bidder may request further information and a hearing; in such case the CO may proceed with the noted Responsive and Responsible Evaluations with the next apparent lowest bidder.

4.3.1 Responsible Bidder Requirements:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have all necessary and required insurance coverage as listed in the IFB, or the ability to obtain such;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary management, recruitment sources, personnel and/or training facilities, or the ability to obtain them;
- Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;

INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS

- 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 all applicable laws and regulations, including not being debarred or suspended under a HUD-imposed LDP. Be advised that all persons or contractors that have been suspended or debarred from Federal programs will be indicated as such in the System for Award Management (SAM).

4.4 Additional Evidence of Responsibility: HACR reserves the right to request additional information whether in writing or by oral presentation in order to further determine the successful bidder's responsibility. Failure to provide adequate documentation within the specified time period will result in the successful bidder being determined as non-responsible. Additional steps or information may include, but are not limited to:

4.5 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.

4.6 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 HACR 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 HACR 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 HACR 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 HACR from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. HACR has no obligation to consider a 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 successful bidder receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the CO, who shall issue a written decision on the matter. The CO may, at his 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. 2024-007
Housing Authority of the County of Riverside. (HACR)
Attn: Rigo Beltran
5555 Arlington Avenue, Riverside, CA 92504

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5.0 CONTRACT AWARD:

- 5.1 Lowest Responsive and Responsible Bidder:** An award of a contract pursuant to this IFB, if determined to be in the best interest of HACR to do so, will be 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** Depending on the amount of the award (typically for amounts greater than \$75,000), HACR will forward the contract to HACR Board of Commissioners for approval prior to signing the contract with the lowest responsive and responsible bidder.
- 5.2.2** The contract shall be awarded upon a resolution or minute order to that effect duly adopted by HACR Board of Commissioners, 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 HACR 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 HACR will only execute agreements which are substantially approved as to form and substance by HACR.
- 5.4 Contract Term (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 HACR giving the contractor notice to commence work on the project. The NTP will specify project details such as the mobilization 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. The NTP is issued once HACR staff and the contractor have mutually agreed to commence construction, installation, erection, alteration, repair, and demolition activities.
- 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 HACR as liquidated damages, the sum of **\$300.00** for each day of delay.
- 5.4.2 Temporary Delay:** HACR 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

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timeframes may be considered a material breach, and HACR 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. HACR 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 HACR 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 HACR 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 HACR.
- 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 HACR.
- 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.
- 5.6.2** 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 HACR and provide the Contractor’s Warranty for Labor and Installation to HACR 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 Intent to Award, the successful bidder will have **ten (10) 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 Authority 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, the Authority herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, 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 the Authority; 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 the Authority, 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. 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.

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6.2.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under the Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than two (2) times the occurrence limit. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, its 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 Authority, 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 Authority, 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 Authority 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 Authority 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, the Contract shall terminate forthwith, unless the Authority 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 Authority 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***

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insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- d. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the Authority's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of the 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 the Contract, including any extensions thereof, exceeds five (5) years; the Authority reserves the right to adjust the types of insurance and the monetary limits of liability required under the 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 the Contract.
- g. The insurance requirements contained in the Contract may be met with a program(s) of self-insurance acceptable to the Authority.
- h. Contractor agrees to notify Authority of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the 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 and/or the State of California.

6.4 Contractor's License: A copy of the bidder's license issued by the California Contractors State License Board (CSLB) allowing the bidder to provide the services detailed herein. To be considered, a potential bidder must have a "**C-36**" – **Plumbing Contractor** to perform the work, as required under provisions of Public Contract Code Section 3300, and the California Business and Professions Code Sections 7058 and 7059, 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 HACR Property:** If the successful bidder's work under the contract involves operation on HACR 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 HACR.
- 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 HACR. Also, any substitution of subcontractors must be approved in writing by HACR 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.

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**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

8.0 RECAP OF ATTACHMENTS:

It is the responsibility of each bidder to verify that he/she has received and/or downloaded the following attachments pertaining to this IFB, which by this reference are included herein as a part of this IFB:

Attachment	Attachment Description
A	Scope of Work
B*	Form of Bid/Quote
C*	Bid Bond (template)
D*	Non-Collusive Affidavit
E*	Equal Employment Opportunity Certification
F*	Contractor Designation Form
G*	Form HUD 50071
H*	Form HUD-5369-C <i>Certifications and Representations of Offerors - Non-Construction Contract</i>
I	Form HUD-5370 <i>General Conditions for Construction Contracts Public Housing Programs</i>
J	Additional Federal Requirements (info only)
K	<i>Davis Bacon General Decision Wage Determination Number CA20240017 6/28/24 MOD 8</i>
L	Section 3 Form – Optional (including explanation)
M	Directions for Preparation and Completion of Performance and Payment Bonds (ONLY THE SELECTED/AWARDED CONTRACTOR WILL COMPLETE THE ENCLOSED PAYMENT AND PERFORMANCE BONDS)
*	Must be completed, signed, and returned

INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS

Scope of Work

ATTACHMENT A

Backflow Preventer Device and Water Meter Installation at the Desert Rose Apartments.

Background Information:

The current device is a Watts Reduced Pressure Zone (RPZ) Assembly, 6" Backflow Preventer Device. This backflow device is out of date, and not up to code. The device is currently located in an underground pit, approximately four and a half feet (4.5') below ground, which is difficult to access in such a confined space.

The new backflow prevention device and all its components must be aboveground, approved for drinking water and be installed in a water system for public use (NSF-61) and be American Water Works Association (AWWA) approved.

Also, a 6" meter that reads per gallon (AWWA and NSF61 approved), must be installed before the backflow preventer device. The meter should be installed 12" to 18 "above finished grade level.

Specifications:

1. Provide and install one (1) Watts Backflow Preventer Assembly, 6" device, Model number to be of equal or a like or better proposed product. and shall be installed in the open area above ground in the same location.
2. Provide and install one (1) water meter Fill-Rite model number to be of equal or a like or better proposed product. Meter to be installed before backflow device.
3. Excavate and remove the current Watts Assembly, 6" Backflow device from the underground area and replace with six-inch (6") pipe and couplings aboveground. If no shut-off valves can be located downstream of the existing device, then notify HACR designee for next steps.
4. Contractor must provide specification sheet for backflow device and water meter proposed in their bid.

Labor:

Provide all labor and materials to replace backflow device, meter and all couplings and materials supplied by the contractor. Obtain all proper permits from Transportation Land Management Agency (TLMA) Permits Department, and from Riverside County Water District if applicable (including certifications).

Labor shall include but is not limited to:

1. Locate water main and determine location to cut pipe.
2. Dig and prepare area to install a new shut off valve.
3. Turn off existing valve to MSB.

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4. Turn the main water supply off that serves seventy-eight (78) apartments.
5. Cut pipe and install the new MSB shut off valve.
6. Prepare area for the new pad and enclosure.
7. Excavate and install piping for installation of new RPZ.
8. Test, wrap, and backfill piping.
9. Install backflow device.
10. Samples must be submitted for approval by Riverside County Water District and Riverside County Transportation and Land Management Agency Permits Department with your quote.
11. Remove old backflow device from underground and replace with 6" pipe and couplings.
12. Perform certification Inspection.
13. In coordination with a Riverside County representative, the contractor shall test the unit to verify proper installation and working order of the installed unit. If a test of the unit fails due to the improper installation of the unit, contractor for item #2 shall remedy the installation for no extra cost to bring the unit to working order.
14. The pit shall be backfilled with base/sand and gravel, or whatever code requires.

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**FORM OF BID
Attachment B**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

- A. Form of Bid:** Each bidder shall submit his/her bid amount on this form only, which shall be completed, signed, and returned to HACR with the completed Bid Proposal.
- B. Base Bid 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 Form of Bid Bond, the Form of Performance Bond and Payment Bond (Labor and Materials Payment Bond), the General Conditions, the Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, labor, licensing, taxes, fees, insurance, materials, supplies, tools, equipment, shipping, permits, long distance telephone calls; document copying; and services for this IFB in strict accordance therewith and for the bid amount specified below:

BASE BID		
Item #	Description	Bid Amount
1	Cost to excavate and remove old Backflow and Provide and Install One (1) New Watts Backflow Preventer or equivalent above ground level:	\$
2	Cost to Provide and Install One (1) Fill-Rite Meter or equivalent:	\$
3	(Optional) Cost to install One (1) Shut-Off Valve:	\$
TOTAL BASE BID AMOUNT FOR ITEMS #1 and #2:		\$

- C. Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of all base bid amounts received
- D. Bid Guarantee:** Security in the sum of [ten percent (10%) of total base bid/fee amount listed above]: _____ Dollars (\$ _____), in the form of _____ is submitted.
- E. Performance Bond and Payment Bond:** The undersigned agrees that, if they are selected as the Contractor, they will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by HACR, 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 the Authority 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.
- F. Quantities:** The undersigned understands that 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 HACR. HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. HACR 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 HACR requires.

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

G. Non-Collusive: The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.

H. Time Limit: 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 **TWENTY-FIVE (25) CALENDAR DAYS.**

I. Qualifications: The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the plans and specifications.

1. Have been in business under (present name) _____ since ___/___/___

2. Have you been awarded any jobs but failed to complete? No Yes (please explain):

3. List work completed/ongoing in the last two years:

Projects for Housing Authority of the County of Riverside. (if applicable)

Project Description		Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage		
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:	Completion Date:	
Project Description		Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage		
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:	Completion Date:	

Other Projects

Project Description		Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage or _____ Other		
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:	Completion Date:	
Project Description		Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage or _____ Other		
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:	Completion Date:	

4. **Banking Information:** Bank Name: _____ Branch Location: _____
Account Name: _____

L. Excise Tax Exemption: If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then HACR, upon request, will execute documents necessary to show: (1) that HACR is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of HACR. No excise

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tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.

- M. Labor:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- N. EEO:** The undersigned represents that he has (____) he has not (____) participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by U.S. Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he has (____) he has not (____) filed all required compliance reports; and that representations indicating submission of required compliance reports; signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

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

Print Name	Title	Email
Signature	Date	Telephone Number
Company Name	Address (Street; City; State; Zip)	
CSLB License Number	Expiration Date	CSLB License Designation
D.I.R. Registration Number		

BIDDER'S STATEMENT

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HACR discovers that any information entered herein to be false, such shall entitle HACR to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the form of bid, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HACR, in hard copy, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Bid Submittal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HACR with the services described herein for the fee(s) entered within the areas provided in the Form of Bid.

Signature	Date	Printed Name	Company
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**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

“Bid Bond Template”

(This Form must be fully completed and placed under Tab No. 3 of the “hard copy” tabbed bid submittal)

ATTACHMENT C

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

“Form of Non-Collusive Affidavit” (must be notarized)
(This Form must be fully completed and placed under Tab No. 4 of the “hard copy” tabbed bid submittal.)

ATTACHMENT D

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss.

_____ ,
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 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 _____.

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

“Form - HUD 92010 (Equal Employment Opportunity Certification)”
(This Form must be fully completed and placed under Tab No. 6 of the “hard copy” tabbed bid submittal.)

ATTACHMENT E

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

ATTACHMENT F - CONTRACTOR DESIGNATION FORM

THIS TWO (2) PAGE FORM MUST BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR

(This Form must be fully completed and placed under Tab No. 5 of the "hard copy" tabbed bid submittal.)

(1) General/Prime _____ Sub-contractor¹ _____ (This 2-page Form must be completed by each General and Sub-Contractor.)

(2) IF NO SUBCONTRACTORS WILL BE UTILIZED, PLEASE CHECK THE FOLLOWING BOX No Initials _____
"NO SUBCONTRACTORS - PRIME CONTRACTOR INTENDS TO PERFORM ALL WORK DETAILED IN THIS IFB"

(3) Name of Firm: _____ Telephone: _____ Fax: _____

(4) Street Address, City, State, Zip: _____

(5) Please attached a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(6) Identify Principals/Partners in Firm (submit under Tab No. 7 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(7) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 7 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(8) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____% Public-Held Corporation _____% Government Agency _____% Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* _____% African American _____% **Native American _____% Hispanic American _____% Asian/Pacific American _____% Hasidic Jew _____% Asian/Indian American _____%

Woman-Owned (MBE) _____% Woman-Owned (Caucasian) _____% Disabled Veteran _____% Other (Specify): _____%

WMBE Certification Number: _____ Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(9) Federal Tax ID No.: _____ (10) County of Riverside Business License No.: _____

(11) Contractor's State Licensing Board No.: _____ D.I.R. Registration No.: _____

Portion (Type) of Work: _____

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

CONTRACTOR DESIGNATION FORM – (ATTACHMENT F) - CONTINUED

THIS FORM MUST BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR

(This Form must be fully completed and placed under Tab No. 5 of the "hard copy" tabbed bid submittal.)

(12) Has your firm or any member of your firm been a part to litigation with a public entity?
Yes No Initials _____

If yes, when, with who and state the circumstances and any resolution.

(13) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?
Yes No Initials _____

If yes, when, with who and state the circumstances and any resolution.

(14) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?
Yes No Initials _____

If yes, when, with who and state the circumstances and any resolution.

(15) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Proposer?
Yes No Initials _____

If yes, when, with who and state the circumstances and any resolution.

(16) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?
Yes No Initials _____

If yes, when and state the circumstances and any resolution of the lawsuit.

(17) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance?
Yes No Initials _____

If yes, when and state the circumstances and any resolution of the matter.

(18) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this firm been de-designated as a contractor/bidder/vendor of any government sponsored or publicly assisted project?
Yes No Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(19) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of HACR?
Yes No Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(20) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against HACR or any person interested in the proposed contract; and that all statements in said bid are true.

Yes No Initials _____

(21) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HACR discovers that any information entered herein is false, that shall entitle HACR to not consider nor make award or to cancel any award with the undersigned party.

Yes No Initials _____

Signature Date Printed Name & Title Company

¹ In compliance with Sections 4100-4114 of the Public Contract Code, the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid, and the portion of the work to be performed by that subcontractor.

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

“Form - HUD 50071”

(This Form must be fully completed and placed under Tab No. 7 of the “hard copy” tabbed bid submittal.)

ATTACHMENT G

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

“Form HUD-5369 & 5369-A” (info only)

ATTACHMENT H

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

“Form HUD-5370” (info only)

ATTACHMENT I

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

“Additional Federal Requirements”

ATTACHMENT J

Whereas the work may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current

INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS

prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. Rights to Data and Copyrights: Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds

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BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS

that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. Debarment and Suspension (E.O.s 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

11. Access to Records and Records Retention: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County/HACR officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this agreement.

12. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

14. Procurement of Recovered Materials (2 CFR 200.322.): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

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\$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

“Davis-Bacon General Wage Determination”

ATTACHMENT K

General Decision Number: CA20240017 06/28/2024

Superseded General Decision Number: CA20230017

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/02/2024
5	02/09/2024
6	02/23/2024
7	05/24/2024
8	06/28/2024

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“Section 3 Requirements - Optional”
(If used, fully complete and place under Tab No. 9 of the “hard copy” tabbed bid submittal)

ATTACHMENT L

(behind this page)

“Directions for Preparation of Performance and Payment Bond”

**INVITATION FOR BIDS (IFB) NO. 2024-007
BACKFLOW REPLACEMENT PROJECT AT THE DESERT ROSE APARTMENTS**

ATTACHMENT M

(Only for the Apparent Low Bidder!)

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it shall appear in the contract.
3. The penal sum shall be not less than that required by the Specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the notice of award.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.
 - a. Subsequent to the Notice of Intent to Award and within 10 days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner a contract in the form included in the specifications in such number of counterparts as the Owner may require. Separate contract forms, in lieu of those found in the Specifications, shall be used for the purpose.

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- b. On each such bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to each bond.

- c. The failure of the successful bidder to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may designate, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

Bonding assistance to small construction contractors is authorized by Section 911 of the Housing and Urban Development Act of 1970. The Act authorizes the Small Business Administration to provide a 90% guarantee on contracts of \$1,000,000 or below to any surety company which will provide bid, payment, or performance bonds to the small construction contractor. This "Bonding Assistance" will help the small construction contractor obtain bonding but will not affect bonding rates. The Contractor will pay 100% of the bonding costs for the amount bid. No contract will be executed without the required bonding. The cost of the performance and payment bonds shall be included in the bid price.

These Directions are for the general guidance of the bidder/contractor and are not all-inclusive. It is the responsibility of the bidder/contractor to be familiar with all the bidding and contract requirements and the filling out of their documents.