FRESNO HOUSING
VIBRANT COMMUNITIES
QUALITY HOUSING
ENGAGED RESIDENTS

Invitation for Bid No. B22003

Wedgewood Commons Exterior Rehab

June 8, 2022

Table of Contents

Article 1 Introduction 5

Article 2 IFB Information at a Glance 6

Article 3 Fresno Housing's Reservation of Rights 7

Section 3.01 Right to Reject, Waive, or Terminate the IFB 7
Section 3.02 Right to Not Award 7
Section 3.03 Right to Terminate 7
Section 3.04 Right to Determine Time and Location 7
Section 3.05 Right to Retain Bids 7
Section 3.06 Right to Negotiate 7
Section 3.07 Right to Reject Any Bid 8
Section 3.08 No Obligation to Compensate 8
Section 3.09 Right to Prohibit 8

Article 4 Scope of Work 8

Section 4.01 Project Overview 8
Section 4.02 Anticipated Project Schedule 10
Section 4.03 Work Standards 10
Section 4.04 Changes to the Scope of Work 11

Article 5 Bid Format 11

Section 5.01 Tabbed Electronic Bid Submittal 11
Section 5.02 Bid Submittal Binding Method 13
Section 5.03 Bid Submission 13
Section 5.04 Contact with the Agency 14
Section 5.05 Bonding Requirement 14
Section 5.06 Equal Employment Opportunity/Supplier Diversity 15
Section 5.07 Recap of Attachments 17

Article 6 Bid Evaluation 17

Section 6.01 Bid Opening 17
Section 6.02 Responsive and Responsible Evaluation 17
Section 6.03 Restrictions 18

Article 7 Contract Award 18

Section 7.01 Contract Award Procedure 18
Section 7.02 Contract Conditions 19
Section 7.03 Licensing and Insurance Requirements 20
Section 7.04 Right to Negotiate Fees 21
Section 7.05 Retention 21
Section 7.06 Property Liens 21
Section 7.07 Contract Services Standards 21

Article 8 Quotation Schedule 22

Table of Figures

Table A: IFB Information at a Glance 6
Table B: Bid Submittal 11
Table C: Recap of Attachments 17

Article 1 Introduction

Fresno Housing (hereinafter, "the Agency") is a public entity that has served as the affordable housing provider throughout Fresno County for over 75 years. Today, the Agency provides housing programs to 50,000 Fresno County residents under a variety of programs including Low Income Public Housing, Housing Choice Vouchers (Section 8), Section 42 Low Income Housing Tax Credits, Migrant Services, Farm Labor Housing, Emergency Housing, and others.

Fresno Housing consists of the Housing Authority of the City of Fresno and the Housing Authority of the County of Fresno, each of which are governed by a seven-member Board of Commissioners. The City Board is appointed by the Mayor. Five of the seven commissioners are appointed to four-year, staggered terms. The other two members are appointed to two-year terms from among the residents of housing owned by the Housing Authority. The County Board of Commissioners is structured in the same manner, except that the County Commissioners are appointed by the County Board of Supervisors.

Fresno Housing's Vision: Make Fresno an engaged county, where all residents have access to quality housing that contributes to vibrant communities, and where all residents are empowered to achieve their educational and economic goals.

Fresno Housing's Mission: Create and sustain vibrant communities throughout Fresno County.

Fresno Housing's Strategic Goals: To accomplish its mission, the Agency focuses on four primary strategies as it works toward its broad, community-building mission:

- **Place:** Develop & expand the availability of quality affordable housing throughout the city & county of Fresno by growing & preserving appropriate residential assets & increasing housing opportunities for low-income residents.
- **People:** Respect community needs & knowledge - by listening, learning, and researching - & respond to issues compassionately, intelligently, & intentionally - by developing exceptional programs based on shared expectations.
- **Public:** Build support for housing as a key component of vibrant, sustainable communities through public information, engagement, and advocacy that promotes affordable housing & supports the advancement of Fresno's low-income residents.
- **Partnerships:** Collaborate to strengthen the Housing Authority's ability to address the challenges facing Fresno communities.

In keeping with its strategic plan, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the below noted services to the Agency. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

Article 2 IFB Information at a Glance

Fresno Housing Contact Person (NOTE: Unless otherwise specified, any reference herein to "Contracting Facilitator" or "(CF)" shall be a reference to Ms. Mikhael)	Marian Mikhael, Acting Procurement Analyst E-mail: MMikhael@fresnohousing.org Ph: (559) 612-6621
How to obtain the IFB documents on the applicable internet site:	1. Access http://ha.internationaleprocurement.com 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. If you have any problems in accessing or registering on the system, please call customer support at 1-866-526-9266.
Pre-Bid Site Walks. STRONGLY ENCOURAGED, but not mandatory.	**Tuesday, June 21, 2022 @ 10:00am (PDT)** Wedgewood Commons 2415 Fifth Street Sanger, CA. 93657 **ALL CONTRACTERS TO FOLLOW COVID-19 PROTOCOLS AND CENTERS FOR DISEASE CONTROL (CDC) GUIDELINES DURING JOB WALK**
Deadline for Written Requests for Information (RFI) via the Internet site only.	**Tuesday, June 28, 2022 at 4:00pm (PDT)**
How to fully respond to this IFB by submitting a bid	Bidder has one (1) option for submitting bid responses: 1. Electronically: a. Submit all fees on Article 8 Quotation Schedule, include in Tab 2.0 of your "electronic" bid. b. As instructed within Article 5.01 & 5.03 of the IFB document, Bid submissions must be submitted electronically where provided within the noted Internet System by no later than the submittal deadline stated herein. You will submit one (1) original signature copy electronically by the "Attach Documents" link on the noted internet system. c. The bid submission must be entered within the aforementioned Internet site no later than 4:00 p.m. (PDT) on this date **d. Include applicable bid bonds.** e. Please allow yourself enough time to register and submit your bid. Bids received after the published deadline **will not** be accepted.
Bid submission return and deadline	**Thursday, July 14, 2022 at 4:00pm (PDT)** Fresno Housing Attn: Marian Mikhael 1331 Fulton Street, Fresno, CA 93721

	*(The bid submission must be entered within the aforementioned Internet site no later than 4:00 p.m. (PDT) on this date).
Public Bid Opening	**Due to COVID-19 concerns, the Agency will not be hosting a Public Bid Opening. Bid results will be posted as a Notice on the aforementioned Internet site (any changes will be posted as an Addendum)** http://ha.internationaleprocurement.com

Table A: IFB Information at a Glance

Article 3 Fresno Housing's Reservation of Rights

Section 3.01 Right to Reject, Waive, or Terminate the IFB

The Agency reserves the right to reject any or all proposals, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.

Section 3.02 Right to Not Award

The Agency reserves the right not to award a contract pursuant to this IFB.

Section 3.03 Right to Terminate

The Agency reserves the right to terminate a contract awarded pursuant to this IFB at any time for its convenience upon 10 days written notice to the successful bidder(s).

Section 3.04 Right to Determine Time and Location

The Agency reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.

Section 3.05 Right to Retain Bids

The Agency reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contract Facilitator (CF).

Section 3.06 Right to Negotiate

The Agency reserves the right to negotiate the fees proposed by the bidder entity.

Section 3.07 Right to Reject Any Bid

The Agency 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.

Section 3.08 No Obligation to Compensate

The Agency shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.

Section 3.09 Right to Prohibit

The Agency shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a proposer or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the nahro.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CF in writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.

Article 4 Scope of Work

Section 4.01 Project Overview

CONSTRUCTION AND DESIGN DESCRIPTION
Wedgewood Commons Exterior Rehab

BASIC INFORMATION

Fresno Housing (FH) is requesting bids for the concrete sidewalk replacement, asphalt repair/ replacement, seal and striping of the H/C parking stalls and accessible paths to the trash enclosures, and the modification of the asphalt parking for the office parking area located at 2415 Fifth Street, Sanger, CA. 93657.

The bids shall include all labor, equipment, materials, and supplies necessary to complete the asphalt and concrete work modifications and the installation and striping signage. (Except as otherwise stated with the attached Specifications, set forth in the General Scope of Work, and in a condition acceptable to FH). FH does not finance material payments up front unless specified in the scope of work. Bidders will be required to submit bids for construction projects, which require the payment of Davis Bacon wages and certified payroll and 5% retention for this work.

CONTRACTOR TO:

A. ASPHALT REPLACEMENT SEAL AND STRIPING

1. Re-Seal and stripe all existing H/C parking stalls meeting H/C requirements.
2. Seal and stripe new accessible path from the parking space accessible path to the front of the trash enclosure meeting all H/C requirements.
3. Remove and replace the existing H/C signs with new current H/C signage; re- using the existing poles if appropriate.
4. Replace all H/C parking stencils at parking stalls
5. Install truncated domes at the sidewalks prior to the accessible path to the trash enclosures.
6. The front parking lot asphalt where stalls are located is to be over-laid to the height of the existing curb/sidewalk.
7. Create van accessible parking stall and two standard accessible stalls with accessible paths to existing sidewalk.
8. Verify that the new asphalt and the curb/sidewalk is the same height and meet H/C cross slope requirements and H/C requirements.
9. Remove approximately 15′ of sidewalk that leads from the existing sidewalk to the front of the trash enclosure that ties into the existing pad for the trash bins. Install 5′x9′ concrete pad meeting H/C requirements in front of trash enclosure.
10. See attached site map for asphalt and ADA/HC associated work to be done.
11. Follow CDC and State guidelines for COVID19 and provide barricades and caution tape as required to keep a safe work area.

B. CONCRETE SIDEWALK REPLACEMENT

1. Replace existing sidewalks as marked on the site plan approx. 8,560 sf. of sidewalks with new sidewalks and flat work; contractor responsible to verify flat work and side walk sf, and assure that all flat work and sidewalks meet H/C requirements.
2. Pump 6 sack concrete for sidewalk replacement.
3. Install V-Grove expansion joints every 15ft. and on the 10′x 15′areas divide into 4 equal sections with V- Grove joints.
4. Finish sidewalks and flat work with less than 2% cross slope.
5. Medium broom matching existing concrete design.
6. Compact soil under sidewalk to 90% compaction adding base if required.
7. Install concrete wire for sidewalks.
8. Replace any damaged irrigation lines and sprinklers or underground utilities caused by the sidewalk installation at no cost to owner.
9. Remove and haul off all concrete associated debris to certified dumpsite or recycler.
10. Remove and replace any landscape equipment such as benches, etc. as needed.
11. Dowel and epoxy any new concrete sidewalks to existing sidewalks or concrete.
12. Install 12″ bio barrier at sidewalk locations where there is root encroachment under sidewalk, cut and remove roots as needed but not endangering root structure for tree, and level and grade landscape where concrete work has been done.

13. Grade and raise sidewalk between unit # 101and rear of office matching existing turf and sidewalk height meeting H/C requirements.
14. Install sidewalks to access all accessible front entry landings, meeting ADA requirements
15. Limit the interior unit access as much as possible for safety concerns.
16. Fresno Housing cannot ensure that utilities will be available at all properties at all times. Contractor shall have an alternate source of power (generator) available. Residents' power not to be used.
17. Contractor to supply any drawings required by the City of Sanger
18. Include all demo for the installation.
19. To itemize all cost break downs on any change orders on this job including labor costs, vendor costs, sub-contractor cost, equipment costs, with back up documentation including overhead & profit costs.
20. Obtain all required permits for the job. FH to reimburse contractor for permit costs.
21. Provide model and complete specifications if substitutions are to be proposed.
22. Provide manufacturer's product warranty and industry standard labor and installation warranty at end of job, for a period of one year after the Notice of Completion, final inspection, and safe to occupy.
23. Provide portable toilet with wash station.
24. Follow CDC and State guidelines for COVID-19 and provide barricades and caution tape as required to keep a safe work area.

END OF SECTION

Section 4.02 Anticipated Project Schedule

The Agency anticipates work to begin in August 2022

Section 4.03 Work Standards

It is the responsibility of each Contractor to:

1. Perform in a work-like manner according to industry standard practices.
2. Ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work accordingly.
3. All work provided shall be guaranteed by the Contractor to be performed in a work-like manner and in accordance with all applicable laws, codes, and/or regulations.
4. Obtain all required permits and licenses required pertaining to any assigned work.
    a. Contractor to pay for permits and turn invoice in to the Agency for reimbursement.
5. Clean work areas of all work-generated debris.
    a. All debris shall be removed from the work site by the Contractor and **<u>not placed in the Agency dumpsters.</u>**
6. Provide manufacturer's product warranty and labor and installation warranty at completion of project in conformance with California State Law.
7. Comply with all current Local, State, and International Building Codes.
8. Adhere to CDC State and local guidelines for COVID-19.

Section 4.04 Changes to the Scope of Work

No changes to this Scope of Work or construction increase shall be incurred without the prior express written approval of the Agency. Any changes or cost increase will not take effect until the successful proposer and Agency execute a written modification. This work will require a final inspection, contractors release and formal close out documentation.

Article 5 Bid Format

Section 5.01 Tabbed Electronic Bid Submittal

NOTICE: All bidders must submit their bid with the following forms and tabs listed in the table below. Please contact the **Contract Facilitator, Marian Mikhael, MMikhael@fresnohousing.org,** with any questions.

Tab No.	Description
1.0	**Form of Bid.** This Form is attached hereto as document **No. 2.0** to this IFB document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
2.0	**Project Bid and Bid Bond Requirements.** Contractor shall provide their total cost to perform the services covered in the Scope of Work on the Quotation Schedule (Article 8, Pg. 21 of this document). Additionally, a **5% Bid Guarantee is required** and submitted under this tab as part of the bid submittal. The successful low bidder will also be required to submit **Assurance of Completion**. Bid Guarantee and Assurance of Completion requirements are attached hereto as document **No. 4.0.**
3.0	**Profile of Firm Form.** The Profile of Firm Form is attached hereto as document **No. 3.0** to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
4.0	**Proposed Services.** As more fully detailed within Article 4, Scope of Work of this document, the bidder shall clearly detail within the information submitted under this tab documentation showing explanation of services.
4.1	The bidder's **Technical Approach** (including, if appropriate, labor categories, estimated hours and skill mix) and the bidder's proposed, detailed project schedule.
4.2	The bidder's **Demonstrated Experience** in performing similar work and the bidder's **Demonstrated Successful Past Performance** (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
5.0	**Client Information.** The bidder shall submit a listing of former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: – The client's name – The client's contact name – The client's telephone number

	– A brief description and scope of the service(s) and the dates the services were provided.
6.0	**Form HUD 5369 and 5369-A, Representations, Certifications and other Statements of Bidders.** This Form is attached hereto as document No. 10.0 and 10.1. This two-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of this bid submittal.
7.0	**Equal Employment Opportunity/Supplier Diversity.** The Agency has established goals for participation by MBE/WBE's for this project, per regulations detailed within Section 5.06. 1. Provide a narrative description of your firm's experience in promoting participation on the part of Target Businesses as contractors, consultants, or suppliers. Describe innovative or successful measures your firm has employed on prior projects. 2. Provide an outline of your Target Business Participation Plan for this project. The plan should include: - The level of expected Target Business participation on this project. - Identification of meaningful subcontracting opportunities for Target Business subcontractors. - A description of the steps that will be taken to maximize participation including a detailed outreach strategy.
8.0	**List of Subcontractors**. The bidder shall identify hereunder any subcontractors that will be utilized for this job, if awarded. This pdf form is attached hereto as document No 8.0.
9.0	**Form HUD 2530 (10/16), Previous Participation Certification and Lobbying Certificate.** These forms are attached hereto as Document **Nos. 6.0 and 6.1** to this IFB document. These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
10.0	**Section 3 Business Preference Form (Optional Item).** For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Form attached hereto as document **Nos. 5.0 and 5.1** and any documentation required by that form. (Please read NEW RULE to confirm eligibility)
11.0	**HUD Form 5370.** This form, attached as Document **No. 11.0** includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).
12.0	**Sidewalk and Asphalt Site Map**

Table B: Bid Submittal

Section 5.02 Bid Submittal Binding Method

Only applicable to hard copy submissions: It is preferable and recommended that the bidder bind the bid submittals in such a manner that the Agency 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, and then conveniently return the bid submittal to its original condition.

Section 5.03 Bid Submission

One bid submittal is required. Bidder must submit an "electronic" bid. The "electronic" bid must be submitted on the designated internet system by no later than the submittal deadline stated herein (or within any ensuing addendum). Due to ongoing concerns about COVID-19, the noted Internet System (International E-Procurement) has allowed bidders to attach their submissions (bids) electronically instead of submitting hard copies. Bidders will choose to "Attach Documents" on the solicitation. This is where you will attach your submission documents. Bidders can edit their responses until one minute before the deadline.

Bids received after the published deadline will not be accepted.

5.03.01 Submission Conditions

Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency 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 addendum pertaining to this IFB.

5.03.02 Entry of Proposed Fees

The proposed bid shall be submitted by the bidder and received by the Agency within the 11-tab "electronic" submittal detailed within Section 5.01. Any bidder that does not do so may be rejected without further consideration.

Bidders must submit a cost for each and every pricing item detailed within Article 8 of this document, Quotation Schedule—enclosed under Tab 2.0 of your bid. **Failure to enter a cost for each and every pricing item detailed within may result in such bidder being deemed non-responsive.** If a mathematical error is found, the Agency will correct the mistake and assume the amount most advantageous to the Agency.

Section 5.04 Contact with the Agency

It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CF only. Bidders must **not** make inquiry or communicate with any other Agency 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 the Agency to not consider a bid submittal received from any bidder who has not abided by this directive.

5.04.01 Addenda

All questions and requests for information must be addressed in writing to the CF via the Internet site. The CF will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CF will not conduct any ex parte (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency 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 CF—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CF may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CF may more fairly respond to all prospective bidders in writing by addendum.

Section 5.05 Bonding Requirement

5.05.01 Bid Bond

The bid bond or guarantee shall be included in the bid package submitted by each bidder. The required bond includes a bid guarantee equivalent to 5% of the bid price. This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation, or forfeit all or part of the guarantee. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive. The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

5.05.02 Assurance of Completion / Payment and Performance Bond

A payment and performance bond is required for this project. The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the

Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work. Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. **This assurance will be a performance and payment bond in a penal sum of 100% of the contract price. A letter of bond ability from the proposers bonding company demonstrating the proposer's ability to bond to 100% of the anticipated value of the project is <u>required</u>.**

Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, General Conditions of the Contract for Construction (Attached hereto) clearly forbids the placement of liens and is binding on any contractor, subcontractor, and material supplier.

5.05.03 Inadequate Surety

If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

Section 5.06 Equal Employment Opportunity/Supplier Diversity

Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors. The successful proposer will be responsible for outreach and providing contracting opportunities to disadvantaged business (DBE), also known as small, minority and women's business enterprises. Agency requirements extend to the construction bidding process of this project and shall be part of the bid package. See Compliance Guidelines for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation attached as document 10.0 hereto.

5.06.01 Per 2 CFR §200.321:

The Contractor will be expected to meet the Agency's small and minority firms, women's business enterprise and labor surplus area firms.

5.06.01.01 The grantee and sub grantee will take all necessary affirmative steps to assure that minority business enterprises (MBE), women's business enterprises (WBE), and labor surplus area firms are used when possible.

5.06.01.02 Affirmative steps shall include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

5.06.02 Per HUD Procurement Handbook 7460.8 REV 2:

- Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the Agency shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in Agency contracting.
- Section 15.5.B, Goals. The Agency is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

5.06.03 Assistance to Small and Other Business, Required Efforts

Within our Agency Procurement Policy it states that our Agency will:

- Include such firms, when qualified, on solicitation mailing lists;
- Encourage their participation through direct solicitation of bids or proposals whenever they are potential sources;
- Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establish delivery schedules, where the requirement permits, which encourage participation by such firms;
- Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Include in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities

to low-income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and

- Require prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Section 5.07 Recap of Attachments

Attachment	Description
1.0	This IFB Document
2.0	Form of Bid
3.0	Profile of Firm Form
4.0	Bonding Requirements
5.0	Section 3 Business Concern Preference
5.1	Section 3 Business Preference Explanation
6.0	Lobbying Certificate
6.1	Form HUD-2530 (10/16), *Previous Participation Certification*
7.0	Sample Contract
7.1	Special Conditions of the Contract
8.0	List of Subcontractors
9.0	Compliance Guidelines for MBE/WBE Participation
10.0	Form HUD-5369 *Instructions to Bidders for Contracts*
10.1	Form HUD-5369-A *Representations, Certifications, and Other Statements of Bidders*
11.0	Sample form HUD-5370 (11/2023*), General Conditions for Construction Contracts – Public Housing Programs Form HUD-5370*
12.0	Sidewalk and Asphalt Site Map

Table C: Recap of Attachments

Article 6 Bid Evaluation

Section 6.01 Bid Opening

Due to COVID-19 concerns, the Agency will not be hosting a Public Bid Opening. Bid results will be posted as a Notice on the aforementioned Internet site (any changes will be posted as an Addendum). http://ha.internationaleprocurement.com

The Agency will review all bids in detail and will, in a timely manner, notify all bidders of any bidder that is, as a result of a detailed inspection of bids submitted, ruled to be non-responsive or not-responsible. The Agency reserves the right to, as determined by the Agency waive informalities and minor irregularities in the offers received.

Section 6.02 Responsive and Responsible Evaluation

Bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner. The Agency will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing. In such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

Section 6.03 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.

Article 7 Contract Award

Section 7.01 Contract Award Procedure

If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

7.01.01 Contract Execution

By completing, executing and submitting the Form of Bid the "bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, including an agreement to execute the Sample Contractor Contract attached hereto as document No. 7.0 and 7.1. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

7.01.02 Protest

An aggrieved bidder shall have three (3) business days after the date of issuance of the notice of intent to award, or notice of respondents selected to advance to a tier of competition, to submit to the CF, a written protest of the matter described in the award. The written protest must specify the grounds upon which the protest is based demonstrate the basis for the protestor's status as an aggrieved bidder.

A bidder is an aggrieved bidder only if the person or entity is one to whom a notice of selection of a competitive tier or notice of an intent to award has been, or should have been, sent and such person or entity has been erroneously denied the award of a Contract or has been erroneously eliminated from contract because:

- All higher-ranked bidders were non-responsive or all higher ranked bidders clearly failed to meet the Standards of Responsibility;

- The evaluation of bids was not conducted in accordance with the criteria or processes described in the Solicitation documents;
- The evaluator abused his or her discretion in disqualifying the protestor's bid as Nonresponsive or as failing to meet the Standards of Responsibility; or
- The evaluation of bids or subsequent determination of award was otherwise made in violation of the Public Contracting Code or the Agency's Public Contracting Rules.

The COO, or other person so delegated by the Agency's Executive Director, shall consider a written protest and issue a written decision on the protest. The COO may not consider a protest that is filed in an untimely manner or that fails to allege facts that would support a finding that the protestor is an aggrieved bidder. This decision may be appealed to the Agency's Board of Commissioners by providing a written appeal to the Executive Director within three (3) business days after the date on which the COO sends his or her decision to the bidder's postal address specified in the written protest. The decision of the Board, or if no timely appeal to the Board is made, the decision of the COO shall be the final decision of Agency on the protest.

Section 7.02 Contract Conditions

The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

7.02.01 Contract Form

The Agency will not execute a contract on the successful bidder's form--contracts will only be executed on the Agency form (please see Sample Contract document 7.0), and by submitting a bid, the successful bidder agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful bidder the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

7.02.02 Assignment of Personnel

The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

7.02.03 Local Contracts During Guarantee Period

Subcontractors whose home office is outside the County of Fresno shall retain the services of appropriate specialty contractors located within Fresno County for repairs and/or adjustments required under the guarantees. All such contractors must be approved by the Agency. At the option of the Agency, such contracts shall be assigned to the Agency.

7.02.04 Unauthorized Sub-Contracting Prohibited

The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CF. Any purported assignment of interest or delegation of duty, without the prior written consent of the CF shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CF.

7.02.05 Notice to the Contractor

Notice to the Contractor shall be issued to the Contractor by the Agency for any violation of the contract documents. Failure to make corrections as specified shall result in the delay of funds for that portion of the work for which correction is required.

Section 7.03 Licensing and Insurance Requirements

Prior to award (but not as a part of the bid submission) the successful bidder will be required to provide:

7.03.01 Workers Compensation Insurance

An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount; Employers' Liability coverage ($1,000,000.00 Minimum)

7.03.02 General Liability Insurance

An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of $2,000,000 each occurrence, general aggregate minimum limit of $2,000,000, for bodily injury and property damage, including coverage's for Contractual Liability, Personal Injury, Broad form Property Damage, Products and Completed Operations and Pollution Legal Liability, with a deductible of not greater than $1,000; The Agency shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same. Independent Contractors Protective liability covering all subcontractors that do not carry their own liability insurance or allow their liability insurance to expire or cancel for any reason. Additional parties may be required prior to contract issuance.

7.03.03 Automobile Insurance

An original certificate showing the proposer's automobile insurance coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $50,000/$100,000 and medical pay of $5,000 with a deductible not greater than $1,000.

7.03.05 City/County Business License

If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City or County of Fresno.

7.03.06 State Contractor License

A copy of the bidder's State Contractor license issued that allows the bidder to provide the services detailed herein.

Section 7.04 Right to Negotiate Fees

The Agency shall retain the right to negotiate the amount of fees that are paid to the successful bidder, meaning the fees proposed by the top-rated bidder may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated bidder. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated bidder. The Agency shall also retain the right to negotiate with and make an award to more than one bidder, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

Section 7.05 Retention

Contractor will submit invoice and request for payment (form HUD-51001) upon acceptance of completed contract work by the Agency and Engineer. A 10% retention will be held. Retention will be released by the Agency 35 days after Notice of Completion.

Section 7.06 Property Liens

In accordance with State of California regulations the contractor or subcontractor is prohibited from placing a lien on the Agency's property.

Section 7.07 Contract Services Standards

All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

Article 8 Quotation Schedule

Each bidder shall submit his/her quote—inclusive of all labor, profit, overhead, general requirements, equipment, materials, supplies, etc. necessary to complete the work— on this form only, which shall be completed and returned to the Agency.

Full Scope

Description	Amount
Labor, equipment, materials, supplies, and all other requirements listed in Article 4 Scope of Work.	**ASPHALT REPLACEMENT SEAL AND STRIPING**
	MATERIAL: **$**
	LABOR: **$**
	CONCRETE SIDEWALK REPLACEMENT
	MATERIAL: **$**
	LABOR: **$**
	TOTAL OF ALL: **$**

The undersigned bidder hereby quotes the above amounts to complete the required work. Further, by submitting this quote, the undersigned bidder agrees to abide by all terms and conditions listed within any document issued by the Agency pertaining to this issue.

_____	_____	_____	_____
Signature	**Date**	**Printed Name**	**Company**