



**INVITATION FOR BIDS (IFB)
No. B18003**

On-call Plumbing/Sewer & Drain Services

IFB Document

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INVITATION FOR BIDS (IFB) No. B18003, On-call Plumbing/Sewer and Drain Services

INTRODUCTION

The Housing Authority of County of Marin (hereinafter, “the Agency”) is a public entity that was formed in 1952 to provide federally subsidized housing and housing assistance to low-income families, within the County of Marin, CA. The Agency is headed by an Executive Director and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the County of Marin, it is a separate entity from the County.

Currently, the Agency owns and/or manages: (a) 6 developments totaling 497 units of HUD Low Rent Public Housing; and (b) 2,100 Housing Choice Vouchers (HCV). The Agency currently has approximately 45 employees.

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

IFB INFORMATION AT A GLANCE

[Table No. 2]

| | |
|--|---|
| AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Barnard.) | Ms. Kimberly Barnard, Modernization & Compliance Manager Telephone: (415) 250-9565 E-mail: kbarnard@marinhousing.org TDD/TTY: 1-800-735-2929 |
| PRE-BID CONFERENCE | Monday, August 13 th , 2018, 11:00 AM PST 4020 Civic Center Drive, San Rafael, CA 94903 |
| DEADLINE TO SUBMIT QUESTIONS | Monday, August 27 th , 2018, 3:00 PM PST |
| HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL | 1. As instructed within Section 3.0 of the IFB document, submit 1 copy of your “hard copy” bid to the Agency Administrative Office. |
| BID SUBMITAL DEADLINE & PUBLIC BID OPENING | Thursday, September 6 th , 2018, 11:00 AM PST Marin Housing Authority C/O Kimberly Barnard 4020 Civic Center Drive, San Rafael, CA 94903 |

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- 1.0 THE AGENCY’S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, 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.
 - 1.2 Right to Not Award.** Not award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the Contractor(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder (hereinafter, “Contractor”) shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
 - 1.7 Right to Reject Any Bid.** 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.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 Right to Prohibit.** At any time during the IFB or contract process, prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Failure to abide by this time-frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.

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- 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking bids from qualified, licensed (as required) and insured entities to provide the following detailed services listed herein:
- 2.1 General Description of Services.** The purpose of this IFB is to form pools of contractors that the Agency may draw from to contract for all phases of:
- 2.1.1 Lot #1, Plumbing-related Work:** Plumbing-related work including, but not limited to: repairing and replacing plumbing fixtures such as: toilets; sinks; bath tubs; drain systems; and water and sewer lines.
 - 2.1.2 Lot #2, Sewer & Drain-related Work:** Sewer & Drain-related work including, but not limited to: excavation of sewer lines, hydro-jet line clearing, and sewer video camera work.
 - 2.1.3** Any other Plumbing and/or Sewer & Drain-related maintenance, repair, or installation work the Agency may order.
 - 2.1.4 Work Standards.** It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: California Building Code (CBC), Uniform Building Code (UBC), and the Uniform Plumbing Code (UPC).
- 2.2 Contractor Responsibilities.**
- 2.2.1 Debris.** Clean work areas daily, at the end of the work day, of all work-generated debris. NOTE: Unless pre-approved by the Agency, such debris shall not be placed in the Agency dumpsters but shall be removed from the work site by the Contractor.
 - 2.2.2 Labor Rates All-inclusive.** Unless otherwise provided for herein, the labor fees quote shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.
 - 2.2.3 Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor, profit, or overhead for obtaining such).
 - 2.2.4 Response Time.** Once ordered to proceed with work at a specific unit by the Agency, the Contractor shall complete the work in a timely manner as directed by the Agency.

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- 2.2.5 Safety Standards.** It is the responsibility of each Contractor to ensure that each worker knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy.
- 2.2.6 Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. As the building that the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that the hallways are clear for access and egress.
- 2.2.7 Warranty/Guarantee.** All work provided by any Contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that Contractor for a period of time of not less than 180 days. The Contractor will provide all labor for warranty work for the length of the manufacturers warrant on a new system that the Contractor installs.
- 2.2.8 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).
- 2.3 Method of and Procedure to Award (Task Order).** The Agency will retain the right to contract with any of the bidders as a result of this IFB, which contracting shall occur in the following manner (this is sometimes called "forming a pool" of contractors that the Agency may draw from; also note that the Agency reserves the right to not immediately form a pool—to initially award to one firm only—then to form the pool at any time during the ensuing contract period or periods):
- 2.3.1** As detailed within the following Section 3.3 herein (most specifically, Section 3.3.1), if a pool of contractors is formed, each bidder will be ranked by the total calculated bid sum submitted in response to this IFB. Please also see IFB Attachment I, attached hereto.
- 2.3.2** When the Agency has need of work in each service area, the Agency staff assigned will contact the 1st-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable time-frame the Agency has established for that work (typically, "reasonable" shall be meet at the site within 1 work day and begin work within 1 work day thereafter). If the 1st-ranked Contractor is not available, the Agency may proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor. The Agency

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will use the form attached as IFB Attachment H, attached hereto, to record this information.

2.3.2.1 “Typical” Definition Pertaining to Emergencies. There may be instances when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. In such cases the Agency reserves the right to (and probably will) suspend the one-day required response time defined within the immediate preceding Section 2.4.2 and will seek a Contractor who within the previously described pool rotation who is immediately available.

2.3.3 Procedure to Award (Task Order). Once an available Contractor has been chosen (as detailed within the preceding Section 2.4.1), the Contractor and the Agency representative will meet at the applicable unit or site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated based upon the unit costs listed within the appropriate appendix of the contract.

2.3.3.1 Repair Services. Each quoter has, in response to this IFB and where provided, as a part of his/her quote submittal, submitted proposed unit and hourly fees for the various services and positions that will be needed to complete the work. When the Contractor and the Agency representative inspect the unit, they shall ascertain:

2.3.3.1.1 Repairs Required. A complete list of all the repairs that needs to be and will be completed. Please note that after acceptance by the Agency, this list may only be revised in writing approved by the Agency.

2.3.3.1.2 Supplies/Materials. The complete detailed list of supplies and materials needed to complete the repairs, including any fixtures that will be replaced. Such items shall be priced at the rate submitted and agreed upon the applicable Pricing Item within each Lot, each as may be applicable for each service.

2.3.3.1.3 Labor Hours. The number of hours that the Contractor will require for each position.

2.3.4 Unit Costs Proposed All-inclusive. Please remember that, unless otherwise provided for herein, the unit fees bid shall be all-inclusive all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance;

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licensing; employee costs, including benefits; materials; etc. Please also see the preceding Section 2.3.1 herein.

2.4 Possible Construction-related Work. Though the Agency shall reserve the right to contract with the successful bidder(s) to provide what may eventually be determined to be construction-related work (hence, the inclusion of a number of HUD forms are attached hereto that relate to construction-related services and additional clauses pertaining to Davis-Bacon), such task order awards for construction-related work will be atypical in that the Agency will typically use the successful bidder(s) for on-call maintenance-related work. Any such work determined to be construction-related will not be major in nature, for example, such as the rehabilitation of flooring in a full building.

2.4.1 Bonds. The purpose of this IFB is to typically award work with a value less than \$10,000 per task order. Therefore, we do not anticipate that payment and performance bonds will be typically necessary. However, in the rare case that such bonds are necessary for a task order, the Agency will negotiate with the Contractor a fair and reasonable cost to reimburse the Contractor for such, which cost will NOT include any profit and overhead for providing such bond(s), if required by the Agency.

2.5 Previous/Current Contractor(s). The Agency's most recent/current contractors for these services are:

2.5.1 Roy's Sewer Service of Novato, CA

2.5.2 Sonoma-Marin Plumbing of Petaluma, CA;

2.5.3 Marin H2O, of San Rafael, CA;

2.5.4 Roto Rooter of Novato, CA;

2.5.5 Marin Mechanical of San Rafael, CA;

2.5.6 Gene Burch Plumbing & Heating of Novato, CA; and

2.5.7 Roy's Sewer Services of Cotati, CA

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3.0 BID FORMAT.

3.1 **Bid Submittal.** The Agency intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

| IFB Section | Item # | Description |
|-------------|--------|--|
| 3.1.1 | | Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline. |
| 3.1.1.1 | 1 | Form of Bid. This Form is attached hereto as Attachment A to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted as a part of the initial bid submittal. |
| 3.1.1.2 | 2 | Bid. This Form is attached hereto as Attachment A-1 to this IFB document. |
| 3.1.1.3 | 3 | form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this IFB document. This 2-page Form must be fully completed, and executed where provided thereon. |
| 3.1.1.4 | 4 | form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs.</i> This Form is attached hereto as Attachment B-1 to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted. |
| 3.1.1.5 | 5 | Section 3 Business Preference Documentation (Optional Item). For any bidder claiming a Section 3 Business Preference, he/she shall include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. |

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| 3.1.2 | Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder(s) when directed to do so by the Agency. | |
| 3.1.2.1 | 1 | Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.5 herein. |
| 3.1.2.2 | 2 | Proposed Services. The bidder shall detail how the bidder intends to perform the services, and should include the following information: |
| 3.1.2.2.1 | | The firm's resources (e.g. personnel; equipment) to provide the services. |
| 3.1.2.2.2 | | A complete description of the products and services the firm provides. |
| 3.1.2.3 | 3 | Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the bid submittal. |
| 3.1.2.4 | 4 | Managerial Capacity/Financial Viability. The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services. Such information shall include the bidder's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). |
| 3.1.2.5 | 5 | Client Information. The bidder shall submit a listing of former or current clients, including multi-family housing (e.g. apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: |
| 3.1.2.5.1 | | The client's name; |
| 3.1.2.5.2 | | The client's contact name; |
| 3.1.2.5.3 | | The client's telephone number and email address; |
| 3.1.2.5.4 | | A brief narrative description and scope of the service(s) and the dates the services were/are provided. |
| 3.1.2.6 | 6 | Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses). |

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| | | |
|---------|---|---|
| 3.1.2.7 | 7 | Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. |
| 3.1.2.8 | 8 | Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation. |
| 3.1.2.9 | Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.4 herein. NOTE: The apparent successful bidder will NOT deliver these certificates to the Agency—the insurance broker or carrier will do so. | |

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3.2 Proposed Fees.

3.2.1 Pricing Items. Unless otherwise stated herein, the proposed fees are 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; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

[Table No. 4]

| Pricing Item No. | Qty | U/M | Service Description |
|---|--------|---------|--|
| Lot #1: Plumbing Services | | | |
| 1 | 200 | Hours | Plumber |
| 2 | 100 | Hours | Plumber Laborer |
| 3 | 30 | Hours | Backhoe/Mini-excavator |
| 4 | 10,000 | Dollars | Agency approved Plumbing-related supplies/materials that may be needed to complete the Plumbing Services |
| 5 | 20 | Each | Optional Trip Charge |
| Lot #2: Sewer & Drain Services | | | |
| 6 | 100 | Hours | Sewer & Drain Technician |
| 7 | 75 | Hours | Sewer & Drain Laborer |
| 8 | 80 | Hours | "Jetter-type" Line Cleaner |
| 9 | 40 | Hours | "Snake-type" Line Inspection Camera |
| 10 | 40 | Hours | "Grinder/Shredder" line cleaner (minimum 100') |
| 11 | 2,000 | Dollars | Agency approved Sewer/Drain-related supplies/materials that may be needed to complete the Sewer/Drain Services |
| 12 | 10 | Each | Optional Trip Charge |

3.3 Additional Information Pertaining to the above Pricing Items.

3.3.1 Quantities. All quantities entered by the Agency herein are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency 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 the Agency requires. Please note the immediate following exception to the aforementioned "Requirements Contract" language.

3.3.1.1 Exception to 3.3.1. The Agency anticipates it may make award to multiple contractors if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$1,000; (b) NMCA: \$100,000 (each shall be annual amounts).

3.3.1.1.2 Exceptions Pertaining to the GCMA.

3.3.1.1.2.1 The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 3 requests from the Agency to be available for work during the contract period.

3.3.1.1.2.2 (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the preceding Section 3.3.1.1.2.1, has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the Agency has not made a task order award to any Contractor(s) in the pool that would ensure that award(s) to the Contractor reaches the \$1,000 GCMA, the Agency shall retain the right to suspend the process detailed within Section 2.5 herein and complete an award directly to any

such Contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within Section 2.5 is again in affect).

3.3.2 Entry of Fees. No additional bid prices can or will be received after the bid submittal deadline, and any bidder that does not comply with this requirement shall be rejected without further consideration.

3.3.2.1 Warning! Realistic Proposed Cost for the Pricing Items. Each bidder is strongly encouraged to enter where provided a realistic cost for each Pricing Item listed within the preceding Table No. 4. For example, if the successful bidder enters \$1.00 per hour for an “hourly” Pricing Item, then the \$1.00 per hour is what the successful bidder will charge the Agency for the work that the Agency may retain the successful bidder to provide if the Agency deems such retention is in the Agency's best interests to do so. Further, if, despite this warning, the successful bidder proposes a very low fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful bidder to, at contract execution, present a cash bond in a suitable amount (e.g. \$3,000.00) to ensure that the successful bidder will fulfill his/her obligation in this matter.

3.3.2.2 No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 4 herein that the bidder chooses to submit a proposed cost for.

3.3.2.3 Review the Entry of Proposed Fees. The bidder will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to makes a determination as to the placement of bidders within the “pool” identified within the preceding Section 2.3 herein.

3.3.2.3.1 Determination of the Lowest Calculated Cost. Bidders shall multiply the proposed unit costs by the listed quantities and provide a total bid amount for each lot. The total sum of all the line items for each lot will determine the apparent lowest bidder and the specific

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placement of each bidder within the ensuing
“Pool” of contractors.

3.3.2.5 Supplies/Materials (Pricing Items No. 4 and No. 11). Each bidder shall enter pricing for this Pricing Item where provided for as a percentage over cost. For instance, if the bidder wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the bidder wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. Please note that this fee bid shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the Agency site. Also, the Agency reserves the right to:

3.3.2.5.1 Require the Contractor to garner such needed supplies directly from the Agency; and/or

3.3.2.5.2 Procure directly from a supplier of the Agency's choosing any supplies/materials that the Contractor may require to provide the services.

3.3.2.5.3 In any case, the Agency anticipates (and shall require) that the Contractor will procure such supplies/materials from supplies at a fair and reasonable "market rate" cost. The Agency reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the Agency to be unfair and unreasonable ("deemed," meaning in the opinion of the Agency based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate preceding Section 3.3.2.5.2).

3.3.2.5.4 Please note that the information within the immediate following Section 3.3.3 herein does not apply to the supply rates identified within this Section 3.3.2.5; meaning, the “percentage of cost rate” proposed will remain set throughout the ensuing contract periods.

3.3.2.5.5 Determination of the Lowest Calculated Cost. The total sum of all the line items will determine the lowest bidder and/or the ranking order for placement within the ensuing pool of contractors that may be

3.3.2.6 Trip Charge (Optional Pricing Items No. 5 and No. 12). The Contractor will not be typically paid for “windshield time” (e.g. travel time to get to the Agency work site and then return to the Contractor’s home site); however, a quoter may choose to charge a trip charge to cover such “windshield time.”

3.3.2.6.1 No Charge. Pertaining to this Pricing Item, if a quoter chooses to enter a "No Charge" for such a trip charge, such means that, if awarded the contract, the quoter WILL NOT ever, during the term of the contract, receive payment for this service, though the quoter will provide such service at the request of the Agency at any time and at any quantity during the contract period as may be ordered by the Agency.

3.3.2.5.1 Trip Charge for an Estimate. In any case, a Trip Charge to give an estimate will only be paid by the Agency if the Agency does not retain the Contractor to do the work (which means that if the Agency retains the Contractor to do the work listed within the estimate, the potential of the Trip Charge becomes moot).

3.3.2.5.2 Round Trip. The trip charge shall be round-trip allowing the Contractor to get his/her crew to and from the Agency site that the work is to be performed at.

3.3.3 Potential Escalation of Labor Rates. At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of California Prevailing Wage Rates ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO’s discretion, be entitled to a 5% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

3.3.3.1 Notification Must Be Received from the Contractor. The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.3.3.2 Right to Reject. As stated within the preceding Section 3.3.3, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful bidder has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

3.3.3.2.1 Step No. 1. The successful bidder submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

3.3.3.2.2 Step No. 2. The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful bidder as to if the request is approved or rejected;

3.3.3.2.3 Step No. 3. If rejected and the successful bidder wishes to, as a result, cease providing the services to the Agency, the successful bidder has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

3.3.3.2.4 Step No. 4. The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful bidder (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful bidder, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.3.4 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be

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Monday-Friday (excluding holidays), 8:00 AM - 5:30 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful bidder to work specifically during non-regular-time hours; however:

3.3.4.1 The Agency shall NOT be responsible to pay the successful bidder for any work that the successful bidder CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

3.3.5 HUD Maintenance Wage Rates Determination (MWRD). Please see Attachment G-7, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment G-7, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor’s failure to comply.

3.3.6 Davis-Bacon Prevailing Wage Rates. As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency needs the successful bidder to provide services that require the successful bidder to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Pricing Items identified within the preceding Table No. 4 herein that the Contractor actually pays to each such person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.3 herein), the Agency shall:

3.3.6.1 Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor’s employee;

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- 3.3.6.2** Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;
- 3.3.6.3** Ascertain the difference between the two rates, which amount the Agency will pay to the successful bidder for that task order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.
- 3.3.7** **Government-set Fees.** In some cases) the City or County may require a building permit to be “pulled” for an assigned job (e.g. replacement of an sewer lateral). The Contractor will be required to “pull” such permit, and the Agency will reimburse the Contractor the amount of the fee.
- 3.3.8** **Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative (via delivery of a Task Order, which may take the form of an email). Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.
- 3.3.9** **No Deposit/No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful bidder(s) for actual hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the “10-minute” or “15-minute” standard.
- 3.4** **Bid Submission.** All bids must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the bid submittal (see the preceding Section No. 3.1, Table No. 3 herein), shall be placed unfolded in a sealed package and addressed to:

Marin Housing Authority
Attention: Kimberly Barnard, Modernization & Compliance Manager
4020 Civic Center Drive, San Rafael, CA 94903

- 3.4.1** **Labeling the Bid Package.** The package exterior must clearly denote the above noted IFB number and must have the bidder’s name and return address. Bids received after the published submittal deadline will not be accepted.
- 3.4.2** **Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional

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

3.4.3 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 the Agency, including the IFB document, the documents listed within the following Section 3.8, and any addenda 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 the Agency requirements contained within the documents may cause that bidder to not be considered for award.

3.5 Bidder's Responsibilities – Contact with the Agency. It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the designated CO 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 may Agency not abided by this directive.

3.5.1 Addendums. All questions and requests for information must be addressed in writing to the CO. The CO anticipates that it will respond to all such inquiries in writing by addendum 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 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 CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer Agency already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

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3.6 Bidder's Responsibilities – Equal Employment Opportunity and 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.

3.6.1 Within 2 CFR §200.321 it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.6.1.2 (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.6.1.3.3 (3) 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;

3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.6.2.1 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.

3.6.2.2 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.

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

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.6.3.1.2 Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;

3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

3.6.3.1.6 Including 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

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concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

3.6.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 Requirements. Accordingly, please see Section 3.1.7 within Table No. 3 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

3.7 Pre-bid Conference. The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a cost and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees are encouraged to bring a copy of the IFB documents to this conference; however, the Agency will not distribute at this conference any copies of the IFB document.

3.8 Recap of Attachments. It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

[Table No. 5]

| IFB Section | Document No. | Attachment | Attachment Description |
|-------------|--------------|------------|---|
| 3.8.1 | 1.0 | | This IFB Document |
| 3.8.2 | 2.0 | A | Form of Bid |
| 3.8.2.1 | 2.1 | A-1 | Bid |
| 3.8.3 | 3.0 | B | form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i> |
| 3.8.3.1 | 3.1 | B-1 | *form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i> |
| 3.8.4 | 4.0 | C | Profile of Firm Form |
| 3.8.5 | 5.0 | D | Section 3 Submittal Form |
| 3.8.5.1 | 5.1 | D-1 | Section 3 Explanation |

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|---------|-----|-----|--|
| 3.8.6 | 6.0 | E | form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i> |
| 3.8.6.1 | 6.1 | E-1 | *form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i> |
| 3.8.7 | 7.0 | F | <i>Supplemental Instructions to Proposers & Contractors (SIPC)</i> |
| 3.8.8 | 8.0 | G | Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so) |
| 3.8.8.1 | 8.1 | G-1 | Sample Contract Appendix No. 1, form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i> |
| 3.8.8.2 | 8.2 | G-2 | Sample Contract Appendix No. 2, form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i> |
| 3.8.8.3 | 8.3 | G-3 | *Sample Contract Appendix No. 3: form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i> |
| 3.8.8.4 | 8.4 | G-4 | *Sample Contract Appendix No. 4: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i> |
| 3.8.8.5 | 8.5 | G-5 | *Sample Contract Appendix No. 5: Form HUD-4010 (06/2009), <i>Federal Labor Standards Provisions</i> |
| 3.8.8.6 | 8.6 | G-6 | *Sample Contract Appendix No. 6: <i>form HUD-92010 (3/2006), Equal Employment Opportunity Certification</i> |
| 3.8.8.7 | 8.7 | G-7 | Sample Contract Appendix No. 7: HUD FORM 52158, <i>Maintenance Wage Rate Determination (04/2005); Effective Date: January 1, 2018; Expiration Date: December 31, 2018.</i> |
| 3.8.8.8 | 8.8 | G-8 | Sample Contract Appendix No. 8, <i>Section 3 Plan</i> |
| 3.8.8.9 | 8.9 | G-9 | Sample Contract Appendix No. 9: <i>Task Order form</i> |

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| | | | |
|----------|--|------|--|
| 3.8.8.10 | 8.10 | G-10 | Sample Contract Appendix No. 10: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.) |
| 3.8.8.11 | 8.11 | G-11 | Sample Contract Appendix No. 11: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.) |
| 3.8.9 | 9.0 | H | <i>Justification of Contractor Availability form</i> |
| 3.8.10 | 10.0 | I | <i>Agency Profile of Properties</i> |
| 3.8.11 | <p>*PLEASE NOTE: The documents listed within this table marked with an asterisk (“*”) pertain to construction services only (the other listed similar adjoining HUD documents pertain to maintenance services). There may be additional HUD-required documents that pertain to construction-related issues that are not listed herein, such as documents pertaining to payroll issues; and by submitting a bid in response to this IFB the bidder thereby agrees, if awarded, to complete and submit such documents as required by HUD.</p> | | |

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 the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. 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; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), 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 (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” as to the offers received). Bids will be available for inspection by the public after the award has been completed.
- 4.1.1 Ties.** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- 4.2 Responsive Evaluation.** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (e.g.. 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 (in any case, in no less than 5 days after such determination is made).
- 4.3 Responsible Evaluation.** The Agency will evaluate each bid submitted as to responsibility (e.g. 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 as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 4.3.1** Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- 4.4 Restrictions.** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this IFB, the following detailed procedure will be followed:

5.1.1 An Agreement to Abide. By completing, executing and submitting the Form of Bid, Attachment A, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, including the contract clauses already attached as Attachments G and G-1 through G-11. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

5.2.1 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, Attachments G and G-1 through G-11), 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.

5.2.1.1 HUD Forms. Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

5.2.2 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.

5.2.3 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 CO. Any purported assignment of interest or delegation of duty, without the prior written

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consent of the CO 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 CO.

- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of up to 4 additional one-year option periods, for a total maximum contract period of 5 years prior to the Agency issuing another IFB (as per HUD guidelines).
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.4.2 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 \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
- 5.4.3 Automobile Insurance.** An original certificate showing the bidder'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 \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.4 City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the the County of Marin, and/or the State of California.
- 5.4.5 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).
- 5.5 Right to Negotiate Final 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 during negotiations may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has

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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.

- 5.6 **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.
- 5.7 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 work days of notification by the Agency.

Index of Tables

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