



Dreams For Change: Imperial Ave Property CDBG Capital Improvement Project

Issue Date: 2/16/2024

Dreams for Change

Attn: Teresa Smith, CEO

4699 Murphy Canyon Rd. Suite 205

San Diego, CA 92123

The Dreams For Change invites sealed Bids from licensed, qualified General Contractors for providing the materials and installation of improvements that include renovation of its SPP Building, fencing and upgrades on the property located 5505 Imperial Ave., San Diego, CA 92113. **The Bid amount shall not exceed \$310,040.00.** Permit costs are covered by the selected general contractor. **The License classification required for this project is an A or B License contractor.**

Sealed Bid packages must be labeled **Imperial Ave Property CDBG Capital Improvement Project** and must be submitted to **4699 Murphy Canyon Rd., San Diego, CA 92123** no later than **12:00 pm PST on March 28, 2023.** Late Bids will not be accepted. **Sealed Bids will be opened on March 28, 2023, at 12:30pm PST** and will be read aloud to the public **4699 Murphy Canyon Rd., San Diego, CA 92123.** The Bid guarantee required in the form of a Bid Bond or Certified Check in the amount not less than 5% of the entire Bid amount shall be submitted with the Bid. The awarding General Contractor will be required to submit a payment and performance bond at contract execution. **A pre-bid job walk will be held on March 12, at 1:00 p.m. (teresa@dreamsforchange.org).** One set of the Bid package will be available from the Owner at the pre-bid walk through or by emailing a request to Teresa Smith (**teresa@dreamsforchange.org**), or by calling (619) 944-2838.

All questions and inquiries for the information should be emailed to Teresa Smith (teresa@dreamsforchange.org), no later than COB March 18, 2023 at 4:00 pm, and an email will be generated to respond to all questions by March 20, 2023 by 4pm.

"The Project is being funded by Housing and Urban Development (HUD) through the City of San Diego's Community Development Block Grant (CDBG). This project is subject to Davis-Bacon Federal prevailing wages, Section 3 of the Housing and Urban Development (HUD) Act [12 U.S.C. 1701u and CFR Part 75], and all other Federal requirements that apply. Additionally, pursuant to San Diego Municipal Code Section 22.3019 and Sections 1720 through 1861 and 3070-3098 of the California Labor Code, California Public Contract code, sections 4100-4114. State Prevailing Wage rates apply to the entire project. All other City and State requirements apply. Bids submitted must comply as follows: If wage rates imposed by State law are higher than those required under the Federal law, City or other local law, nothing in this section is intended to relieve Sub-Recipient or its Subcontractors of the obligation, if any, to pay the higher wage rate. The awarding General Contractor (Sub-Recipient) shall submit certified payroll records to by using the Labor Compliance Program (LCP) Tracker System on a weekly basis. Training on the LCP Tracker

Is available through LCP Tracker webinars on their website. All contractors must be registered in LCP Tracker System before the Notice To Proceed (NTP) is issued by the City.

Owner encourages local small, minority owned, women owned, disabled, veteran owned, and or Section 3 businesses to submit bids.

For the purpose of clarity and uniformity in this IFB, the term "Owner" will be used herein as a reference to the title owner of the property at the location of the project and the term "Project Manager" will be used as a reference to the City of San Diego Community Development Block Grant Project Manager. The City of San Diego may at times be referred to Agency.

The improvements must be carried out in accordance with the Owner's signed agreement with the City of San Diego. The General Contractor and any Subcontractors must comply with the provisions of the Owner signed agreement.



Dreams For Change

Invitation for Bid/Request for Quote (IFB/RFQ) #2024-001

for

**IMPERIAL AVENUE BUILDING AND
PROPERTY CDBG CAPITAL
IMPROVEMENT PROJECTS**

Issue Date: February 28, 2024
Bid Due: March 28, 2024 at 12:00
Contract Type: Construction
Contract Amount: \$310,040
Estimated Completion Date: August 30, 2024
 Questions: Teresa Smith, CEO
 Email: teresa@dreamsforchange.org
 Phone: (619) 944-2838

Grant Award Numbers:

CFDA: CDBG -14.218
FAIN: B-22-MC-06-0542

Request

Dreams For Change (“DFC”) requests your participation in a competitive bidding process for the selection of a contractor for a **capital improvement project at Imperial Avenue Property located at 5605 Imperial Ave., San Diego, CA 92113**. Qualified Contractors interested in providing such services (“Respondents”) must demonstrate the ability to perform the work described in the Project Description set forth in this Invitation for Bid/Request for Quote (the “IFB”, or “RFQ”) and have significant, prior experience successfully performing comparable work.

This Request is not an offer or commitment to purchase any goods or services or to award or enter into a contract.

| SELECTION SCHEDULE | |
|----------------------------------------|----------------------------------------------------------------------------------|
| <i>IFB/RFQ Release Date</i> | <i>February 16, 2024</i> |
| <i>IFB/RFQ Due Date</i> | <i>March 28, 2024 Return to 4699 Murphy Canyon Rd. SD CA by 12:00 PM</i> |
| <i>Project Walk Through (Optional)</i> | <i>March 12, 2023, at 1:00 PM</i> |
| <i>Last Day for Questions</i> | <i>March 18, 2024, at 4:00 PM</i> |
| <i>Bid Opening</i> | <i>March 28, 2023, at 12:30 PM @ 4699 Murphy Canyon Rd., SD CA</i> |

The entire project is subject to State prevailing wage laws, pursuant to San Diego Municipal Code section 22.3019 and sections 1720 through 1861 and 3070-3098 of the California Labor Code, and all other City and State requirements that apply. In addition, since Project funding is being provided by Federal Community Development Block Grant (CDBG), this project is also subject to Davis-Bacon Federal prevailing wages, Section 3 of the Housing and Urban Development (HUD) Act [12 U.S.C. 1701u and 24 CFR Part 75, and all other Federal requirements that apply.

About Dreams For Change

Dreams For Change (DFC) provides services to low-income families and individuals throughout San Diego and Imperial Counties. DFC is modeled around 3 Pathways to building financial and housing stability. Supporting people on their path to stability is a multi-step process. DFC is modeled around 3 Pathways to building financial and housing stability. These pathways are supports, access to employment, and increasing financial health.

DFCs 3 Pathway to Stability include:

- Case Management Services: Families and individuals facing multiple barriers to housing and financial stabilization meet with DFC's case managers to access resources and services.
- Workforce Training: Individuals receive instruction on accessing employments, and soft skills needed to maintain employment.
- Individual Personal Development: Supporting individuals from the inside out through restorative circles, conflict management and resolution, and relationship development.
- Paid supportive employment: Supported paid on the job training primarily within DFC's social enterprise.

DFC accomplish this work through programs such as Safe Parking and Safe Camp those experiencing homelessness, Dreams' Cuisine social enterprise for workforce training, and the Earned Income Tax Credit Campaign where DFC assist individuals complete their tax return to receive the tax credits they qualify for.

DFC has adopted a corporate policy reaffirming its commitment to equal opportunity contracting. Small, local, disadvantaged, women-owned, and ethnic minority-owned businesses are encouraged to submit responses to this Request. A Respondent qualifies as a small business firm, if it meets the definition of "small business" as established by Title 2 of the Code of Federal Regulations 2 CFR 200.231 (a)(b).

A. PROJECT OBJECTIVE AND SUMMARY

Dreams For Change (DFC) has issued an Invitation for Bid/Request for Quote (IFB/RFQ) for the completion of a capital improvement project at its Imperial Avenue Property located at 5605 Imperial Ave, San Diego CA 92113. The projects consist of renovation of the building, ADA improvements to 1 restroom, and property improvements.

B. PROJECT DESCRIPTION

DFC will be receiving bids from contractors interested in providing Contractor work in the attached Scope of Work at **Exhibit A-1**.

C. REQUESTED SUBMISSION

Bids must follow the format outlined below and be signed by an officer or principal with the authority to contractually bind the firm.

1. **All bids must be sealed.** Open bids will not be considered.
2. Proposal Cover Page. ***Additionally, bidders must include bid totals on "DFC Bid Cost Submittal Page for Request for Invitation for Bid/Request for Quote # 2023-001," attached hereto this IFB/RFQ as Exhibit A-2 and incorporated herein.***
3. Be contained in a document not to exceed fifteen (15) single sided pages including whatever pictures, charts, graphs, tables, and text the respondent deems appropriate to be part of the review of the firm's qualifications.
4. Submit three (3) copies of the information requested in this IFB/RFQ in the sequence and format provided, including experience and references.
5. Table of Contents
6. General Firm Information
 - a. Firm name, address, phone (including contractor and design professional)
 - b. Type of organization and contact person
 - c. Address from which the project will be managed
 - d. Brief history/profile of the firm (contractor and subcontractor(s) if applicable)
7. Experience
 - a. Overall experience
 - b. Previous experience performing project similar in size and scope to those in Exhibit A-1.
8. Technical Competence
 - a. Provide a construction and project management team or organizational chart showing key project team members and areas of expertise.

- b. Provide a bid cost estimate as a part of the bid package submitted. Additionally, proposed Subcontractors should be identified.
- c. Costs related to bond fees, profit/overhead fees, insurance costs, and/or contingency fees may not be budgeted with CDBG funds. Additionally, cost plus a percentage of cost methods is ineligible.

9. References

- a. List three (3) letters of references

10. W-9 Form

- a. Prime Contractor and Subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1770-1781.
- b. Prime Contractor must have an Active registration with the SAM.gov system and provide a Unique Entity ID (UEI) number. Note: DUNS number is no longer used for this purpose.

11. Provide Non-Collusion Statement

12. Provide proof of 5% Bid Bond

13. The Respondent's Bids must be submitted to the address provided below:

***Dreams For Change
Attn: Teresa Smith, CEO
Procurement Division – IFB/RFQ# 2023-002
4699 Murphy Canyon Rd.
San Diego, CA 92123***

14. Submittal Deadline. Bids must be received by **12:00 PM (PST), on March 18, 2023**

- a. Bids may be modified or withdrawn provided the request is submitted in writing to the address above prior to the submission deadline. Any modification or withdrawal of a bid received after the submittal deadline will not be considered.
- b. Bids containing errors or omissions that impact the award outcome will not be considered.

15. All questions should be sent to Teresa Smith by email at teresa@dreamsforchange.org. No phone calls or letters will be accepted. DFC will promptly provide answers to the questions and will post questions and answers as addendums on-line with the IFB/RFQ. Again, the last day for questions is **March 8, 2023.**

All Bids received after the submittal deadline will be rejected.

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|-----------------------------|
| D. SELECTION PROCESS |
|-----------------------------|

This Request is seeking to identify the most responsive, responsible bidder with the lowest cost. DFC, in its sole discretion, will determine the most qualified Respondent(s) to provide the Services, based on the information in the response submittals. To comply with CDBG requirements, contracts must be awarded to the lowest bidder. DFC's decision is final and is not subject

to any form of administrative review, appeal, or protest.

Any changes to this IFB/RFQ will be posted as an Addendum on the DFC web site www.dreamsforchange.org/contact/ in the Contact and Information Section (IFB/RFQ) #2024-001 posting. Addendums will be posted in numerical sequence as they are developed. Bidders are encouraged to monitor the DFC web site for addendums.

Bid Protest Procedure

1. After selection of the lowest cost and most responsive sealed bid during the public bid opening, Purchasing will announce the name of the Contractor and bid amount determined to be the lowest cost bid. Further screening of the bid will determine if the bidder was responsive to all bid requirements.
2. Non-selected vendors will have ten (10) business days from the date the award notice is announced during the public bid opening to file a formal bid protest with the CEO who conducted the solicitation via email. This appeal shall be delivered by the vendor in writing through e-mail, follow up letterhead, and include the specific facts, circumstances, reasons, and/or basis for the protest. Email addresses for Teresa Smith is teresa@dreamsforchange.org
3. Bid protests must be filed prior to the award of contract or purchase order issued. Upon execution of the contract or purchase order to the selected vendor, the CEO will not take action on a bid protest if not received during the solicitation period.
4. If a vendor bid protest is appropriately filed, (i.e., prior to the award) the CEO may delay the award of a contract or purchase order until the matter is resolved. There are, however, situations where the delay of an award may not be in the best interest of DFC due to emergency and/or time critical acquisitions such as at the end of DFC's fiscal year or grant funding requirements. In these instances, DFC has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest. In all cases, DFC reserves the right to make an award when the bid is determined to be the lowest responsive bid.

Protest Form and Content

All protests shall be in writing and state that the bidder is submitting a formal protest, and the protesting vendor is responsible to assure the protest is received within the protest deadlines. If DFC does not receive the protest within the specified deadline, the protest will be rejected.

The mailing address for all protests:

Dreams For Change
Attn: Teresa Smith
4699 Murphy Canyon Rd., Suite 205
San Diego, CA 92123

Include the following information in the protest letter. Failure to provide the following information could result in rejection of Vendor's protest:

1. Company name, mailing address, phone number, and name of company individual responsible for submission of the protest.
2. Please provide an email address for communication, clarification, and disposition of the pending protest.

3. Specify the Bid Number, title, and close and proposed award date of the solicitation.
4. State the specific action or decision protested.
5. Indicate the basis for the protest.
6. Indicate what relief or corrective action you believe DFC should make.
7. Demonstrate that every reasonable effort was made within the schedule provided, for you to resolve the basis of the protest during the process, including asking questions, seeking clarification, requesting addenda, and otherwise alerting DFC to any perceived problems.
8. Protest letter must be signed by an authorized agent of the company.

Grounds for Protest

A formal protest must contain the following to be considered:

1. A specific identification of the statutory or regulatory provision(s) that the alleged action is in violation.
2. A specific description of each act alleged to have violated statutory or regulatory provision(s).
3. A precise statement of the relevant facts, and identification of the issue or issues to be resolved.
4. Complaints about events or decisions made before the solicitation deadline.
5. Complaints that the solicitation unduly constrains competition through improper minimum qualifications or specifications.
6. Complaints that the pre-bid conference was not fair or accessible. (Please note that bidders must attend in person all mandatory pre-bid conferences).
7. Complaints those questions were not fully or properly addressed by the Procurement Contract Specialist/Buyer.
8. Complaints that the Request for Proposal/Quote/Qualification did not provide adequate information or contained an improper criterion.
9. Other matters known or that should have been known to interested bidders by reading the solicitation document.

Protest on items known after bid deadline

After the bid closing deadline, only vendors that submitted a bid are eligible to protest.

Inquiry or Intention does not constitute a Protest

Notice of an intention to protest does not substitute for filing of a protest following the form and content

required within the deadlines stated. Further, casual inquiry or complaint that does not specifically identify the purpose as a protest and does not comply with the form content and deadlines herein, are also not considered or acted upon as a protest action.

Protest Deadlines

Protests must be received via email with a formal letter no later than March 28, 2023, at 4:00 p.m. Pacific Time within ten (10) business days after the date the Request for IFB/RFQ award notice announced. Protests received after the time specified are untimely denied on that basis unless DFC concludes that the issue/s raised by the protest involve fraud, gross abuse of the procurement process, or indicate substantial prejudice to the integrity of the procurement process.

DFC Purchasing shall make efforts to distribute the protest announcement to the affected bidder(s), such as posting on the Agency's website. However, it is the Bidder's responsibility to seek out and obtain the announcement from the DFC website. DFC is not responsible for assuring the Bidders have learned of the announcement in time to file a protest.

Protest Appeal Process

The CEO will review the protest. All available facts will be considered, and the CEO shall issue a decision. This decision shall be delivered in writing by e-mail (will be followed up with a hard copy) or mail the notice to the protesting bidder within thirty (30) days of confirmed receipt.

If the Protesting party believes the CEO has failed to consider a fact and has made an error in the protest decision, the protesting bidder has a right to appeal that decision to the DFC's Board of Directors.

The appeal is limited to only those matters brought forward to the CEO in the original protest. The appeal must clearly state why the CEO's decision is in error. The protesting bidder shall issue a Protest Appeal Statement by 4:00 PM (Pacific Time) by the fifth (5th) business day following issuance of the CEO's decision. This appeal shall be delivered by the Protesting vendor, in writing through e-mail (must be followed up with a hard copy) or mailed notice to the DFC General Counsel.

The mailing address for all protest appeals:

Dreams For Change
Attention: Board of Directors
4699 Murphy Canyon Rd. Suite 205
San Diego, CA 92123

DFC's Board of Directors will evaluate the appeal and issue a written decision within thirty (30) days of confirmed receipt. The DFC's Board of Directors decision is final. Nothing herein shall diminish the authority of DFC to enter into a contract, whether a protest action or intention to protest has been issued.

E. COMPLIANCE WITH STATE AND FEDERAL LAWS

1. **Copeland Anti-Kickback Act**

Contractor, and any subcontractor hired by Contractor to perform on its behalf hereunder, will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, “Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States”).

2. **Davis-Bacon Act**

Contractor, and any subcontractor hired by Contractor to perform on its behalf hereunder, shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) and as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor standards provisions applicable to contracts governing federally financed and assisted construction”), which includes the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

Contractors and subcontractors engaged to perform work on these projects must submit weekly copies of certified payrolls to DFC and The City through the LCP Tracker portal. Each payroll must be accompanied by a “Statement of Compliance.” Payroll for the payroll period must contain the correct information required and must be complete. Partial Social Security Numbers and omission of addresses are recommended for security of personal information. **This project is subject to both Federal (CA20230001 Mod 11 12/1/2023) and State (SDI 2023-2) prevailing wage laws and requirements.** Each laborer or mechanic must be paid in full for the weekly wages earned. Each laborer or mechanic must not be paid less than the applicable prevailing wage rates and fringe benefits. This information may be faxed or mailed to DFC Procurement. Federal and State wage decision numbers are: Federal- CA20230001 Mod 1 01/12/2023 and State-SDI-2023-1.

An authorized representative of DFC may visit the construction site and may audit compliance of this requirement.

3. **Hatch Act**

Contractor, and any subcontractor hired by Contractor to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 -1508, and 7324 - 7328), which limits the political activity of the employee.

4. **Byrd Anti-Lobbying Amendment**

Contractors that apply or bid for an award exceeding \$100,000 must fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor shall file the required certification to DFC, attached hereto as Exhibit A-3.

5. **Debarment Status**

Contractor assures and certifies to DFC that it and any subcontractor hired by Contractor to perform on its behalf hereunder, are not currently suspended, debarred, or otherwise prohibited (i) by the federal government from bidding on, accepting or being awarded federally funded contracts, either as a

contractor or subcontractor; or (ii) by the state of California from bidding on, accepting or being awarded public works contracts, either as a contractor or subcontractor. Contractor agrees to inform DFC within forty-eight (48) hours of any change in its debarment status.

6. Federal Nondiscrimination Statement

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or by fax (202) 690-7442 or by email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

F. INDEMNIFICATION, INSURANCE, BONDS AND LIEN RELEASES

1. Insurance

Contractor shall, at its sole cost and expense, procure and maintain, throughout the term of this Contract, the insurance set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California, subject to Corporation's approval. Prior to commencing performance of this Contract, Contractor shall provide Corporation original insurance certificates evidencing the following, required, coverage within ten (10) calendar days after its receipt of the "Notice of Award":

(1) Commercial General Liability (CGL) policy with coverage(s) as broad and as encompassing as CGL in the occurrence form and providing coverage against claims for bodily injury or death and property damage occurring in or upon the Center or the Project site, and arising out of Contractor's and its employees, subcontractors, agents and authorized representatives' performance of this Contract. Such insurance shall be primary and non-contributory with any other coverage, including Corporation's, and shall afford immediate defense and indemnification of Corporation to the limit of not less than one million dollars (\$1,000,000.00). Such insurance shall waive any right of subrogation against Corporation:

(2) Employer's Liability insurance with the following limits:

Bodily Injury by Accident - \$1,000,000.00 each accident
Bodily Injury by Disease - \$1,000,000.00 policy limit
Bodily Injury by Disease - \$1,000,000.00 each employee

(3) Commercial Automobile Liability, or Business Auto coverage with limits not less than one million dollars (\$1,000,000.00) for each occurrence, combines single limit for bodily injury or death and/or property damage, covering owned, non-owned and hired automobiles, including loading and unloading operations:

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) The above-described insurance policies (collectively, the "Policies") must include the following additional insured endorsement language:

"Dreams For Change (DFC), and its members, officers, directors, agents and employees are named as additional insured and are provided the same coverage as the named insured, including the cost of defense against claims for bodily injury or death and property damage occurring in or upon or resulting from the insured's use or occupancy of the Center or the Project site, or arising out of the insured's or its members', officers', directors', employees', agents', or subcontractors' performance or non-performance of this Contract between the insured and DFC, unless such claim is determined by a court of competent jurisdiction to have arisen from the sole or gross negligence or the willful misconduct of an additional insured. The named insured's coverage is primary and shall not require contribution from the additional insured's insurance coverage."

The City of San Diego (City), and its officers, officials, employees and volunteers are named as additional insured and are provided the same coverage as the named insured, including the cost of defense against claims for bodily injury or death and property damage occurring in or upon or resulting from the insured's use or occupancy of the Center or the Project site, or arising out of the insured's or its members', officers', directors', employees', agents', or subcontractors' performance or non-performance of this Contract between the insured and the City, unless such claim is determined by a court of competent jurisdiction to have arisen from the sole or gross negligence or the willful misconduct of an additional insured. The named insured's coverage is primary and shall not require contribution from the additional insured's insurance coverage."

The Policies shall provide for not less than thirty (30) days prior written notice of cancellation to Corporation as the certificate holder. Contractor and Corporation agree that the specified coverage or limits of insurance in no way limits the liability of Contractor. Contractor shall maintain the required insurance coverage and endorsements throughout the term of this Contract.

2. Bonds

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a **bid bond**, certified check, or other negotiable instrument accompanying a Proposal/Quote as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A **performance bond** on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

(3) A **payment bond** on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”

All negotiated contracts (except those for less than the simplified acquisition threshold) awarded by recipients shall include a provision to the effect that the recipient, the HHS awarding agency, the U.S. Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of 45 CFR Part 75 Appendix II, “Contract Provisions for Non-Federal entity Contracts Under Federal Awards,” as applicable.

G. CONTRACTING PROCESS

Neither this Request nor the selection of a Respondent will create a binding commitment on DFC. Upon completion of the selection process, DFC will award a contract to the party(s) whom it elects to provide the Services in this Request. **Disclaimers:** Adhering to CDBG guidelines, a single contractor will be selected as a result of this Request. DFC further reserves the right, in its sole discretion, to reject any or all response submittals, waive any informalities in this process or the submittal requirements; and/or cancel, in whole or in part, this Request.

EXHIBITS

A-1 Scope of Work

A-2 DFC Bid Cost Submittal Page for Request for Invitation for Bid/Request for Quote # 2023-001

A-3 Byrd Anti-Lobbying Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

A-4 Other Applicable Regulations

EXHIBIT A-1

SAFE PARKING SITE REMODEL CDBG Project**Scope of Work****General conditions**

- Respondents must bid on the scope of work in its entirety.
- This project must conform to Davis-Bacon Act and is a "prevailing wage" project.
- All work on this project is to meet all San Diego city building and fire codes that are applicable.
- The work site is to be cleared at the end of each day of all trash, debris, tools, equipment that could "walk away."
- All material deliveries are to be coordinated by the contractor and material left on site is at the contractor's responsibility.
- Contractor is to maintain a safe work environment and all accidents are to be brought to DFC's attention immediately.
- Contractor is to provide evidence of separate payment and performance bonds in the amount of the project.
- Work area is to be designated by fencing a perimeter to prevent children, strangers, DFC employees from inadvertently entering the work area.

Pre-Construction

- Design services where/when necessary
- Engineering and Drawings for city review, where/when necessary
- City permits- Bids are to include allowance for all permits, inspections, and/or any other fees. Express Plan Check is available for most disciplines upon payment of an Express Plan Check administrative fee plus 1.5-times the regular **plan check fee**,

which includes rechecks. Express Plan Check provides reviews 40% to 50% times faster than standard review times. Please note that different reviewing disciplines may have different timeframes for turnarounds. Please visit:

<https://www.sandiego.gov/development-services/permits-inspections/express-plan-check> for more information.

- Environmental fencing, barriers, considerations
- Temporary electrical service
- Temporary water service
- Temporary trash service

Construction

Existing original building is an approximately 350 sf wooden building structure, new construction to be wood frame with exterior siding, drywall with smooth texture finish, wood frame roof with roofing shingles, vinyl dual pane windows, sliding door entry way, wood doors interior, paint flooring, ADA door hardware.

DEMOLITION

- Demolish existing restroom 10 sf approx. wood frame
- Demolish existing open space 250 sf approx. wood frame
- Demolish existing fencing
- Removal of cement curb approximately 30 ft within property

NEW CONSTRUCTION

- Replacement of roof and exterior walls
- Replacement of interior drywall and building of interior partition walls for kitchenette, shower, and toilet rooms to comply with ADA needs
- Replacement of sliding entry door and windows in each room
- Replacement of electrical panel and breakers
- Rewire electrical and replacement of lights in kitchenette
- Rewire electrical and replacement of lights and vents in shower and toilet rooms
- Insulation of walls and ceiling
- Installation of accessible shower, new toilet, and sink
- Installation of mini-HVAC unit and water heater in built exterior cabinet
- Addition of new flooring in each room to include waterproof flooring throughout
- Paint interior and exterior
- Addition of security cameras
- Installation of approximately 886 ft, 6 ft high iron fence
- Installation of 15 ft automatic slide gates

- Installation of 6 concrete benches and tables
- Surface grading
- Replacement of gravel with weed abatement underlay across entire property approximately 18,000 sf
- Installation of three 10 ft x 12 ft wooden storage sheds

Note: all square footage calculations are approximate

EXHIBIT A-2

DFC Bid Cost Submittal Page for Request for Invitation for Bid/Request for Quote # 2023-002

The undersigned has carefully examined this entire Invitation for Bid/Request for Quote Scope of Work (Exhibit A-1 through A-4) and familiarized themselves with all conditions pertinent to this Request. The undersigned hereby proposes to complete all work and to completely fulfill the Scope of Work provisions without restriction within the time period of **April 1 2024, and, June 30, 2025 for a total cost of \$310,040.00.**

Bids must contain a detailed line-item budget by trade, inclusive of contingencies, overhead, supervision, contractors' and permit fees. In addition, each Bidder is required to submit a project timeline.

Bidder Name (Please Print) _____ Business Address: _____

Proprietorship Partnership Corporation LLC LLP FEIN # _____

If Partnership, list all general partner(s) _____

If LLC or LLP, list managing member(s)/partner(s) _____ Primary contact for the Request Process _____ Title _____

Phone _____ Fax _____ Email _____

Can Respondent commence work on the start date in the Request? Y / N If no, when? _____

Has the Sample Contract attached to the Request been reviewed? Y / N

Are any terms unacceptable? Y / N If yes, specify the terms _____

Would Bidder seek to negotiate any terms? Y / N If yes, specify the terms _____

State Business License#: _____

State Contractors License # (where applicable) _____

CERTIFICATION

I declare that the foregoing is true and correct and that I am authorized to make this representation and submit the attached bid to DFC's Request #2023-001 on behalf of _____

Date: _____

Signature

Printed Name

Exhibit A-3

**CERTIFICATION REGARDING LOBBYING
FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75, Appendix II.

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Date

Title

Applicant Organization

Exhibit A-4

OTHER APPLICABLE REGULATIONS

Additional regulations are provided below to assist with the bid development. To open file documents below, please double left click on the computer mouse.

- DII**
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- State of CA
State of CA General
Federal Prevailing
Sample Bid Cost
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