



**Chairperson**  
Meisha Sherman

**President and CEO**  
Rudolph A. Johnson, III

## The Neighborhood House Association

### Invitation for Bid/Request for Quote (IFB/RFQ) #2023-001

for

#### **ADULT DAY HEALTH CARE BUILDING CDBG CAPITAL IMPROVEMENT PROJECTS**

**Issue Date:** January 17, 2023  
**Bid Due:** February 21, 2023, at 12:00  
**Contract Type:** Construction  
**Contract Amount:** \$740,394.00  
**Estimated Completion Date:** March 31, 2024  
 Questions: Jerome Gissendanner, Purchasing Agent  
 Email: [jerome@neighborhoodhouse.org](mailto:jerome@neighborhoodhouse.org)  
 Phone: (858) 715-2642, ext. 183

**Grant Award Numbers:**

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

### Request

The Neighborhood House Association (“NHA”) requests your participation in a competitive bidding process for the selection of a contractor for a **capital improvement project at its Adult Day Health Care Building located at 851 South 35<sup>th</sup> Street, 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.***

<b>SELECTION SCHEDULE</b>	
<i>IFB/RFQ Release Date</i>	<i>January 17, 2023</i>
<i>IFB/RFQ Due Date</i>	<i>February 21, 2023 Return to 5660 Copley Dr. SD CA by 12:00 PM</i>
<i>Mandatory Project Walk Through</i>	<i>January 25, 2023, at 3:30 PM</i>
<i>Last Day for Questions</i>	<i>February 13, 2023, at 4:00 PM</i>
<i>Bid Opening</i>	<i>February 21, 2023, at 12:30 PM @ 5666 Copley Dr. 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 Neighborhood House Association**

Established in 1914 as a Settlement House to serve the growing immigrant population and incorporated in 1923, today Neighborhood House Association (NHA) is a California nonprofit, public benefit corporation and recognized as a 501(c)(3) tax-exempt organization with its administrative offices located at 5660 Copley Drive, San Diego, CA 92111. NHA operates a multi-purpose human service agency committed to developing children, families, and future leaders in San Diego's neediest communities. The NHA portfolio of programs is as wide and varied as the communities served. Current NHA programs range from early childhood education, youth development, mental health, senior, nutrition services, and more. These programs work together to form the agency's Continuum of Care Model, a service delivery model that begins at the prenatal stages of life, includes wrap around services for the entire family, and continues all the way to senior care. NHA programs currently include, but are not limited to:

Adult Day Health Care	InnoVisions, Inc. (a social enterprise)
Black Infant Health	Nutrition Services
College Academy	Youth Fellowship Summer Employment Program
Coordinated HIV Services/People of Color	Project In-Reach (CSS, Sheriff, and SMI)
Peer Re-entry Leadership Academy	Project In Reach Ministry (CSS, Sheriff, and SMI)
Project Enable Clinic	Project Enable Geriatric Specialty
LEAPS	Safe Connections
Financial Counseling and Coaching Program	Senior Center
Resident Services-Low Income Families	Homework Center
Early Head Start/Head Start	Services to Pregnant Women

NHA 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).

For further information, please refer to the NHA website: [www.neighborhoodhouse.org](http://www.neighborhoodhouse.org).

### A. PROJECT OBJECTIVE AND SUMMARY

The Neighborhood House Association (NHA) has issued an Invitation for Bid/Request for Quote (IFB/RFQ) for the completion of two capital improvement projects at its ADHC building located at 851 S. 35<sup>th</sup> Street, San Diego CA 92113. The projects consist of renovation and expansion of specific areas of the building, as well as ADA improvements to 2 restrooms.

### B. PROJECT DESCRIPTION

NHA 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 "NHA 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 an itemized 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 are 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:***
- Neighborhood House Association  
Attn: Jerome Gissendanner, Purchasing  
Procurement Division – IFB/RFQ# 2023-001  
5660 Copley Drive  
San Diego, CA 92111***
14. **Submittal Deadline.** Bids must be received by **12:00 PM (PST), on February 21, 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 Jerome Gissendanner by email at [jerome@neighborhoodhouse.org](mailto:jerome@neighborhoodhouse.org). No phone calls or letters will be accepted. NHA will promptly provide answers to the questions and will post questions and answers as addendums on-line with the IFB/RFQ. Again, last day for questions is February 13, 2023.

**All Bids received after the submittal deadline will be rejected.**

#### D. SELECTION PROCESS

This Request is seeking to identify the most responsive, responsible bidder with the lowest cost. NHA, in its sole discretion, will determine the most qualified Respondent(s) to provide the Services, based on the information in the response submittals. Bidder(s) may be asked to interview with NHA representatives, make an oral presentation and/or respond to questions regarding the bid response. To comply with CDBG requirements, contracts must be awarded to the lowest bidder. NHA'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 NHA web site [www.neighborhoodhouse.org](http://www.neighborhoodhouse.org) in the Business Section in Current RFQ Opportunities below the IFB/RFQ# 2023-001 posting. Addendums will be posted in numerical sequence as they are developed. Bidders are encouraged to monitor the NHA 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 Senior Accounting Manager and Purchasing and the Senior Purchasing Agent 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 the Senior Accounting Manager, Alan Willardson, Jerome Gissendanner are [awillardson@neighborhoodhouse.org](mailto:awillardson@neighborhoodhouse.org), and [jerome@neighborhoodhouse.org](mailto:jerome@neighborhoodhouse.org), respectively.
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 Senior Accounting Manager 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 Senior Accounting Manager 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 NHA due to emergency and/or time critical acquisitions such as at the end of NHA's fiscal year or grant funding requirements. In these instances, NHA has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest. In all cases, NHA 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 NHA does not receive the protest within the specified deadline, the protest will be rejected.

#### **The mailing address for all protests:**

Neighborhood House Association  
**Attention: Jerome Gissendanner, Sr. Purchasing Agent**  
5660 Copley Drive  
San Diego, CA 92111

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 NHA 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 NHA 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 the 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 in the NHA Purchasing Department via email with a formal letter no later than March 3, 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 NHA 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.*

NHA 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 NHA website. NHA is not responsible for assuring the Bidders have learned of the announcement in time to file a protest.

### **Protest Appeal Process**

The Purchasing Agent will review the protest. All available facts will be considered, and the Senior Accounting Manager 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 Senior Accounting Manager 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 NHA Office of General Counsel.

The appeal is limited to only those matters brought forward to the Senior Accounting Manager in the original protest. The appeal must clearly state why the Senior Accounting Manager'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 Senior Accounting Manager'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 NHA General Counsel.

#### **The mailing address for all protest appeals:**

Neighborhood House Association  
Attention: General Counsel  
5660 Copley Drive  
San Diego, CA 92111

NHA General Counsel will evaluate the appeal and issue a written decision within thirty (30) days of confirmed receipt. The NHA General Counsel decision is final. Nothing herein shall diminish the authority of NHA 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 NHA 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 0 01/05/2023) and State (SDI 2022-2) 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 NHA Procurement. Federal and State wage decision numbers are: Federal- CA20230001 Mod 0 01/05/2023 and State-SDI-2022-2.

An authorized representative of NHA 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 NHA, attached hereto as Exhibit A-3.

### 5. **Debarment Status**

Contractor assures and certifies to NHA 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 NHA 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](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](mailto: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:

*"The Neighborhood House Association (NHA), 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 NHA, 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 NHA. Upon completion of the selection process, NHA 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. NHA 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 NHA 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

**Adult Day Health Care CDBG Project****Scope of Work****General conditions**

- Respondents must bid on 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.
- 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 NHA'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, NHA 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 concrete or masonry building structure, some wood frame additions built afterwards, new construction to be wood frame with exterior stucco finish, drywall with smooth texture finish, wood frame roof with composition tile, vinyl dual pane windows, solid core wood doors, vinyl flooring, ADA door hardware

#### DEMOLITION

- Demolish existing lobby restrooms 160 sf approx. wood frame
- Demolish existing nursing offices 150 sf approx. wood frame
- Demolish existing occupational therapy office south side of building 160 sf approx. wood frame
- Demolish exterior storage shed/office area 200 sf approx. wood frame
- Demolish exterior shed north side of the property. 200 sf approx. wood frame
- Demolish concrete wall at south side

#### NEW CONSTRUCTION

- Add 750 sf for occupational therapy
- Add 200 sf conference room
- Add 500 sf, ADA nursing offices, sick room, storage room, ADA restroom with shower on south side of building
- Add 375 sf for dining room expansion
- Tenant improvement of 200 sf for new ADA restrooms
- Add 200 sf mezzanine
- Upgrade or replace air-conditioning for 5,200 sf approx. space
- Upgrade electrical panels, lighting, outlets, GFI, to new electrical codes
- Replace flooring 2,200 sf approx.
- New interior paint and exterior paint
- Existing roof maintenance
- Parking lot complete upgrade, ADA compliant parking, ADA pathway to main building entrance
- Fire sprinkler system may be required

Existing floor area 3,150 sf  
New construction 1,825 sf

Mezzanine floor 200 sf  
Tenant improvement 200 sf  
New total square footage 5,375 sf approx.,

**Note: all square footage calculations are approximate**



Chairperson  
Meisha Sherman

President and CEO  
Rudolph A. Johnson, III

**EXHIBIT A-2**

**NHA Bid Cost Submittal Page for Request for Invitation for Bid/Request for Quote # 2023-001**

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 **March 31, 2023, and March 31, 2024** for a total **Cost of \$ 740,394.00**.

**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 NHA'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 of 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 of 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.**

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