

# LA CLINICA DE LA RAZA

## NOTICE INVITING BIDS

### TRUCHA TENANT IMPROVEMENTS

**PUBLIC NOTICE IS HEREBY GIVEN** that the La Clinica De La Raza , (hereinafter “Authority”) will receive bids via email to [steven@indearch.com](mailto:steven@indearch.com) until 5:00 PM on Thursday, November 23, 2023, for the **Tenant Improvements Project** of a medical office facility.

Bids received by the Authority after the date and time specified above will not be accepted. This project consists of construction services identified in the Scope of Work of the Bid Package. The Bid Package may be obtained by emailing [steven@indearch.com](mailto:steven@indearch.com)

**PROJECT NAME: TRUCHA TENANT IMPROVEMENT**

**CONSTRUCTION DURATION:** 150 working days.

**SCOPE OF WORK:** Interior renovations to an existing 2 story free standing building. Structural seismic upgrades, new pedestrian ramps, new exterior work, all new interior non-load bearing partitions and finishes and modifications to the M.E.P. systems.

**LICENSES:** Bidders and contractor shall be licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000 et seq., known as the Contractors License Law. Bidders must maintain a class A and/or B contractor’s license. Bidder may bid only on work of a kind for which it is properly licensed by the California Contractors' State License Board. Joint venture Bidders must possess a joint venture license. The Bidder must be licensed at the time of bid and the license must remain current for the duration of the Project. All subcontractors under the general contractor must be licensed for their scope of work.

#### **COMPLIANCE WITH THE ALL FEDERAL PROVISIONS AND REQUIREMENTS:**

Bidders must comply with all federal contract provisions including but not limited to: the Health Center Construction and Capital Improvements (ARP-Capital) funding opportunity (HRSA-21-114) authorized by Section 2601 of the American Rescue Plan Act of 2021 (P.L.117-2) and section 330 of the Public Health Service Act (42U.S.C. 254b),

**INSTRUCTIONS TO BIDDERS:** written questions only will receive an official response and must be sent by email to Steven Gratul [steven@indearch.com](mailto:steven@indearch.com). Bidders must not contact La Clinica De La Raza employees directly to discuss this project or they may be disqualified. Attendance at Mandatory Bid Walk is required and set for October 31, 2023 at 1:00 PM for bids to be valid.

Submit: Single PDF file bid proposal no later than 5:00PM, November 23, 2023 emailed to INDE Architecture c/o Steven Gratul [steven@indearch.com](mailto:steven@indearch.com).

**BID OPENING AND AWARD:** Bids will not be opened publicly. La Clinica De La Raza will award a Fixed Price Contract to the selected general contractor. The award will be made based on contractors achieving set criteria and awarded points with the contractor achieving the highest score being awarded the contract. The points will be awarded by a committee made up of La Clinica staff and consultants by using the following criteria:

Award of points:

0 points for not meeting the criteria. 1 point for partially meeting the criteria. 2 points for fully meeting the criteria

Bidders will be evaluated on the following criteria:

Most responsible Bidder whose proposal is most advantageous to the program.

Price.

Reputation - submit. five references with a minimum of three in OSHPD 3 outpatient clinic facilities.

Bidders must have performed full general contractor’s services on three similar sized or greater projects in the last 5 years.

Bidder's mechanical subcontractor must have HVAC and plumbing experience providing these services for a OSHPD 3 outpatient clinic construction project in the last 5 years.

Compliance with requirements for contracting with small minority firms, women's business enterprise and labor surplus area firms.

USGBC LEED experience.

OSHPD 3 Licensing experience.

Project team - Resumes for contractor's staff proposed for the project.

This Request for Proposals does not commit La Clinica De La Raza to award an agreement, to pay any costs incurred in the preparation of the submittal made in response to this request or to procure or contract for services.

La Clinica De La Raza reserves the right to reject any or all bids or portions thereof, to accept a bid or portion thereof or to waive any minor irregularity. Award of the contract will be made at the sole discretion of La Clinica De La Raza.

**END OF NOTICE INVITING BIDS**



**October 18, 2023**

**REQUEST FOR PROPOSALS  
La Clínica 1525 Fruitvale Ave.  
Oakland, CA  
Tenant Improvements**

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**I. INTRODUCTION**

This Request for Proposals (RFP) is issued for the selection for General Contractor (GC) services, on behalf of La Clínica, for its community healthcare clinic project in Oakland, CA. La Clínica is soliciting proposals, from a select list of General Contractors, for Construction Services for tenant improvement of an existing 2 story building

La Clínica de La Raza, Inc. (La Clínica) is a non-profit Federally Qualified Health Center with 51 years of experience providing comprehensive, culturally competent, clinical and community health services. The mission of La Clínica is to improve the quality of life of the diverse communities it serves by providing culturally appropriate, high quality, accessible health care for all. In response to the lack of health care services for people in East Oakland, La Clínica was founded in 1971 by a group of concerned students, health professionals and community activists who came together to establish a multi-service free clinic that would be controlled by the community it served.

Originally staffed by five volunteers in a storefront clinic, La Clínica has grown to become one of the largest community health centers in California, with 34 service sites across Alameda, Contra Costa, and Solano County. La Clínica served approximately 85,000 patients in 2023, with comprehensive services including pediatrics, family medicine, women's health care, behavioral health, dental, vision, and health education. Services are offered regardless of patients' ability to pay or insurance coverage.

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$1,506,852, with 0% financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit [HRSA.gov](https://www.hrsa.gov).

The project site is at 1525 Fruitvale Avenue Oakland. The value of the construction contract is anticipated to be approximately \$676,200.

A. PROPOSAL SUBMITTAL AND TIMELINE

INDE Architecture, as owner representative is providing overall project management, and construction management services. INDE Architecture Builders will not be bidding on this project. The selection process will be based on review of submitted Proposals, and an interview of one or more firms:

**Submittal of Proposals by prospective GC's:**  
**Interview of Shortlisted Firm(s):**

**November 23, 2023, 5:00 PM**  
**November 30, 2023**

Proposal Format:      **8 ½ x 11 sealed envelope**  
To:                      **La Clinica De La Raza, P.O.**  
                                 **Box 22210 Oakland, CA**  
                                 **94623-2210**

**Questions, Requests for Information** or for additional documents should be directed to Steven Gratul of INDE Architecture, **via email correspondence to [steven@indearch.com](mailto:steven@indearch.com)**. All questions will be answered by written addendum:

Deadline for questions:                      November 10, 2023 at 5:00PM  
Final Addendum:                              November 16, 2023

**A site visit will be conducted on October 31, 2023 at 1:00 PM** at the project site, 1525 Fruitvale Avenue Oakland, CA. Although the site visit is not mandatory it is highly recommended.

B. ATTACHMENTS:

Attachment A	AIA Document A305, Contractor's Qualification Statement All questions must be answered completely. <b>Incomplete or missing information may constitute grounds for rejection of the proposal.</b> Notarizing Document A 305 is not required.
Attachment B	Contractor Capacity/Scheduling Worksheet (Excel)
Attachment C	Insurance Requirements
Attachment D	Contractor's Acknowledgement and Acceptance of Terms and Conditions
Attachment E	A102-2017 (Standard Form of Agreement Between Owner and Contractor)
Attachment F	A201-2017 (General Conditions of the Contract for Construction)

The project is on a fast-track schedule, with the goal of starting construction in January 2024 and completion date in spring 2024. Your proposal shall be in accordance with this RFP and provided reference documents. Thank you for your interest in the project. We look forward to receiving your proposal.

Sincerely,

INDE Architecture  
Steven Gratul, Principal

CC: Anita Gundi, Projects Portfolio Manager & Planning, La Clinica [agundi@laclinica.org](mailto:agundi@laclinica.org)  
Anita Addison, Chief of Planning & Strategic Advancement, La Clínica [aaddison@laclinica.org](mailto:aaddison@laclinica.org)  
Scott Peterson, Principal, INDE Architecture [scott@indearch.com](mailto:scott@indearch.com)

## **II. DESCRIPTION OF PROJECT:**

The proposed project will entail structural seismic upgrades and alteration/renovation of the existing Non OSHPD 3 facility at 1525 Fruitvale Avenue in the Fruitvale neighborhood of Oakland, CA. This facility will house La Clínica's HIV prevention department service site, TRUCHA.

The objectives are:

- Structural seismic upgrades
- Reconfiguration of the existing first floor to have (4) offices, ADA restroom, conference room and a community activity space/break room
- Addition of (2) exterior pedestrian ramp.
- New interior painting at first floor
- Replacing the flashing at the front and rear decks, porches, stairs, rails, and balconies.
- Roof repair for the patching of cracks and exposed fasteners.
- New paint at entire building exterior
- New furnace and reconfiguration of the HVAC distribution at first floor
- New lighting controls

1525 Fruitvale Avenue housed La Clínica's Billing Department until La Clinica relocated to another building.

The current space configuration at 1525 Fruitvale Avenue does not currently have enough space to accommodate the services needed to serve a growing number of clients. As a result, renovations are needed to reconfigure the space to provide an exam room as well as clinician workstations to meet this need.

***Estimated construction cost:*** \$676,200

### **Owner**

La Clínica de La Raza Inc.  
P.O. Box 22210  
Oakland, CA 94623-2210  
Tel: 510-535-4000

### **Design Team**

- Architect -- INDE Architecture
- Mechanical – TEP
- Electrical – Summit Engineering
- Industrial Hygiene – NCE

### **Owner's Vendors**

- Industrial Hygiene – NCE

### **Project Schedule**

For the purposes of this RFP, the general schedule parameters should be assumed as follows:

• Issuance of Request for Proposal to Contractors:	October 18, 2023
• Site Visit	October 31 , 2023
• Deadline for Submittal of Questions:	November 10, 2023
• Final Addendum:	November 16, 2023
• Deadline for Submission of Contractor's Proposals:	November 23, 2023
• Contractor Interview(s)	November 30, 2023
• Award of Construction Agreement	December 7, 2023
• Commence Construction Services	December 14, 2023
• GMP Contract	December 21, 2023
• Commence Construction	January 2, 2024
• Complete Construction	2024

### **Design Documents**

The design team has completed Construction documents that illustrate the current scope of the project, which can be found here:

- Architectural drawings
- Structural
- Electrical drawings
- Electrical drawings
- HVAC drawings
- Plumbing drawings
- Hazardous Materials Report

### **III. GENERAL CONTRACTOR SCOPE OF SERVICES:**

#### **Construction:**

Owner will enter in Construction Services Agreement with the successful contractor. The form of contract will be:



- Modified AIA A102-2017 (Attachment F), entitled "*Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*"
- AIA A201-2017 (Attachment G), entitled "*General Conditions of the Contract for Construction*".

#### IV. SUBMITTAL REQUIREMENTS

**Your RFP response shall include the following:**

- A. **Pre-Qualification Form:** Completed AIA A305 prequalification form (PDF of MS Word Document) including company loss history. If Contractor so desires, submission of company financials can be submitted at a later date as a condition of final selection (ATTACHMENT A).
- B. **Project Team:** Provide an organization chart and resumes identifying the key personnel who will be assigned to the project and their primary role and responsibilities, which at a minimum shall include the following:
1. Pre-construction Manager
  2. Project Manager (can be same as Pre-Construction Manager)
  3. Project Superintendent
  4. Project Executive

Each of the above individuals shall have recent and relevant experience with buildings of similar design and scope. Individuals submitted in your proposal may not be changed without prior notification and approval from owner.

- C. **Relevant Project Experience:** Identify your company's experience on projects of similar size, scope, and complexity.
- D. **References:** Please provide a list of three (3) current references.
- E. **General Contractor and Subcontractor Bonding:** Identify your company's bonding capacity, along with a letter from your surety or agent that confirms your bonding capacity.
- F. **Current Work and Backlog:** Provide a list of current work in progress (Pre- construction and construction) and future backlog for projects located within 50- mile radius of our Project site. Indicated expected commencement and completion date for each listed project (PDF of ATTACHMENT B - MS Excel document with additional pages as needed).

- G. **Safety Program:** Specify the measures you undertake to ensure that the Work is performed safely. Please specify your present Experience Modification Rating ("EMR") for safety. Also, list all projects occurring within the last five years where you have been investigated for or found to have committed an OSHA or CAL- OSHA violation.
- H. **Quality Control:** Specify the measures that you propose to undertake to ensure a high quality of workmanship with regard to your work. In addition, in your proposal, please list all lawsuits that have been filed against you within the last five (5) years where the claimant has alleged that you were responsible, either partly or fully, for construction defects.
- I. **Proposed Construction Schedule:** Include a schedule indicating major milestone dates and construction completion assuming a construction start date of fall 2018, and Substantial and Final completion dates in 2019. Also specify the amount of time, if any, you have included in the schedule for non-compensatory weather delay days.
- J. **Compensation for Pre-Construction Services:** Include a proposed fixed fee for Pre-construction services (Attachment C), including proposed hourly rates. Payment terms for the Pre-Construction fee shall be established in the form of Pre-Construction Agreement agreed to by Owner and Contractor.
- K. **Change Order Markup:** Specify the percentage markup that you would charge for change order work, which includes changes implemented by the Owner, mandated by agencies having jurisdiction, and required to correct design deficiencies.
- L. **General Contactor's Contingency:** Include your proposed amount for General Contractor's Contingency, as a percentage of Direct Costs, and based on the following contract provision:

"Contingency may be used to cover costs of unforeseen job conditions, omissions of the estimate (with the exception of subcontracted work and General Conditions), and discrepancies between subcontractor and supplier scopes of work, which are properly reimbursable as Cost of the Work but are not the basis for a change order. Contingency shall be used with the Architect and Owner's concurrence only, which shall not be unreasonably withheld.

Requests for the use of the Contingency shall be submitted by the Contractor within thirty (30) days of the event which caused such Cost of Work to be incurred, or as soon as the need is apparent. Contingency shall not be used for repairing or replacement of the Work due to the Contractor's or its subcontractors' negligence. The balance of the Contingency, which has not been

expended for the Project according to the procedures set forth herein, shall be shared equally by Owner and Contractor, upon final invoicing. The Contractor shall also provide the Architect and Owner documented status of the Contingency amount on a monthly basis with each payment application.”

- M. **General Conditions Costs:** Complete ATTACHMENT H (PDF of MS Excel document). All items checked in the column identified as "General Conditions" shall be included. Your proposed General Conditions Costs should be based on your estimated duration of the construction work up through final completion of the Project.

Your proposed General Conditions Costs should be based on the construction contract providing that the General Conditions will be a stipulated, fixed sum line item and that the costs within General Conditions will not be subject to separate audit.

- N. **General Contractor’s Fee** as a percentage of Direct Cost. Your proposed Construction Services Fee assumes the parties agreeing to a GMP based on a 90% complete set of Construction Documents. Your proposed fee should be based on the contract including the following shared savings clause:

“To the extent that there are any savings in the costs of the Work below the final amount of the Guaranteed Maximum Price, the savings shall be equally split (50%/50%) between the Owner and Contractor, subject to a limitation on Contractor's receipt of the savings in the amount of 50% of the original amount of the Contractor's Fee included within the GMP as established at the time the construction contract is executed.”

## **V. PROPOSAL EVALUATION AND BASIS OF SELECTION**

### **Part 1 - Proposal Evaluations**

Subsequent to the Owner’s receipt and review of the Contractors' Proposals, one or more select firms may be invited to make a presentation to the Owner's Selection Committee. Each firm will be notified of the exact time and location for its presentation. Owner will make all decisions regarding the selection of the Contractor and will then negotiate and execute a Pre-Construction Services Agreement under which the successful Contractor is retained.

The Owner will base its contractor selection on the proposals received from the firms being considered, the interview presentation, and also on information subsequently obtained as part of Owner's evaluation. The owner reserves the right to reject any and all proposals and to waive any formalities at its sole discretion.

## **Part 2 - Shortlisted firm(s): Interview and Cost Estimate**

Your proposed Project Manager, Project Superintendent, and Pre-Construction Manager must attend the interview. Shortlisted firm(s) will be asked to prepare a Construction Cost estimate and present it as part of its presentation to the Owner's Selection Committee.

- A. **Schematic Design Estimate:** Provide a Schematic Design cost estimate in CSI format. Cost estimate shall include a breakdown of costs for tenant improvement. Include qualifications as deemed necessary to support the estimate. Value engineering options are of interest to the Owner and should be included in the proposal response as a separate attachment. Please also provide, as a separate line item in the detailed schematic design cost estimate, a recommendation for cost escalation (if any) through the anticipated date of start of construction.
- B. **Terms of Construction Contract:** Include your proposed revisions to the Standard Form of Agreement Between Owner and Contractor A102-2007 (ATTACHMENT F) and General Conditions of the Contract for Construction A201-2007 (ATTACHMENT G)
- C. **Insurance:** Confirmation of requirements as described in ATTACHMENT D, and any required clarifications.

## ATTACHMENT B

## CAPACITY-SCHEDULING

Item	Project Information
Project Name	
Description / Construction Type	
Construction Value	
Square Footage	
Start Date	
Expected Completion Date	
Project Name	
Description / Construction Type	
Construction Value	
Square Footage	
Start Date	
Expected Completion Date	
Project Name	
Description / Construction Type	
Construction Value	
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Start Date	
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Start Date	
Expected Completion Date	
Project Name	
Description / Construction Type	
Construction Value	
Square Footage	
Start Date	
Expected Completion Date	

## ATTACHMENT C

### INSURANCE REQUIREMENTS

Your Proposal should specify, within your proposed General Conditions, costs for all required insurance. Please confirm the costs of such insurance and the terms of the coverage that you will be furnishing. Your proposal should assume the following insurance coverage for the Project. In your proposal, please note any objections to the below intended insurance program.

#### A. INSURANCE REQUIREMENTS

Commercial General Liability Insurance or its equivalent, including products/completed operations coverage during performance of the work and for the applicable statute of limitations for claims asserting bodily injury, property damage, contractual liability, or personal and advertising injury coverage, providing limits of \$2,000,000 per occurrence, \$1,000,000 personal and advertising injury aggregate, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.

Premises/operations coverage for repair work shall remain in effect during at least a 12-month correction period following the expiration date of the policy period. It is anticipated that a deductible of \$10,000 - \$50,000 per occurrence during the construction period and the products/completed operations period. The policy shall include as Named Insureds the project Owner, Architect, each member of the Owner's consultant team, the general contractor, and sub-contractors of all tiers.

Excess Liability Insurance: Include excess liability insurance with minimum limits of \$10,000,000 per occurrence/\$10,000,000 general aggregate for Premises/operations coverage excess of the commercial general liability insurance policy noted above. The policy shall include as Named Insureds the project Owner, Architect, each member of the Owner's consultant team, the general contractor, and sub-contractors of all tiers.

#### B. BUILDERS RISK INSURANCE

Builder's Risk Insurance Policy on an "All Risk" non-reporting and completed value basis in an amount up to the full replacement cost of the project improvements with a deductible not to exceed \$25,000. Coverage shall be provided for so-called "Soft Costs" including Delayed Opening, include permission to partially occupy the Property and include an agreed amount endorsement waiving any co-insurance provisions. Coverage may include coverage for Earthquake and Flood. The policy shall include as Named Insureds the project Owner, Architect, each member of the Owner's consultant team, the general contractor, and sub-contractors of all tiers.

#### C. ENVIRONMENTAL LIABILITY INSURANCE

Owner may purchase an Owner-controlled contractor's pollution liability (CPL) insurance policy that covers third-party bodily injury, property damage, and clean-up costs claims arising from pollution conditions that are a result of the construction of the Project including mold. The policy would include an extended reporting period/completed operations period for the applicable statute of limitations. The CPL policy would include minimum limits up to \$5,000,000 each claim, \$5,000,000 policy aggregate, and

a \$50,000 each incident self-insured retention. The policy shall include as Named Insureds the project Owner, Architect, each member of the Owner's consultant team, the general contractor, and sub-contractors of all tiers.

D. PROFESSIONAL LIABILITY

For design-build systems, Contractor and/or its design-build subcontractors shall carry a minimum of \$5,000,000 per claim and in the aggregate of professional liability insurance, unless otherwise agreed to by Owner.

E. COMMERCIAL GENERAL LIABILITY

Contractor shall maintain General Liability coverage for all offsite exposures equivalent to the requirements stated within the Pre-Construction Services section.

F. AUTO LIABILITY

Contractor shall maintain Auto Liability coverage equivalent to the requirements stated within the Pre-Construction Services section.

G. EQUIPMENT

Contractor shall provide coverage for Contractors tools and equipment, waiving all rights of recovery by way of subrogation against the Owner.

H. GENERAL PROVISIONS

Owner will maintain and provide upon request current certificates of insurance, additional insured endorsements and copies of policies (when issued) for all insurance required to be carried by Owner. Such insurance may be issued as blanket insurance. All such insurance policies shall be primary and without right of contributions from other insurance or self-insurance which may be available to the named insureds and shall waive any right of subrogation against them.

The policies shall provide that such insurance shall not be canceled or amended without at least thirty (30) days' prior written notice to the Owner except 10 days for cancellation for non-payment of premiums. Owner shall immediately notify each member if it receives a notice of cancellation. The minimum A.M. BEST Rating of each insurer shall be at least A- VII. Owner shall provide copies of policies upon written request.

I. SUBCONTRACTOR DEFAULT INSURANCE

Your proposal should specify whether Contractor requires that Subcontractor Default Insurance be secured. If so, please indicate the costs of such insurance and the terms of the coverage. If Contractor does not require that Subcontractor Default Insurance be secured, please indicate your requirements for bonding of subcontractors.

**ATTACHMENT C**  
**ADDITIONAL FEDERAL REQUIREMENTS**

(Federally-assisted construction contracts)

**Equal Employment Opportunity.**

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive



Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

(Construction contracts over \$2,000 utilizing Federal funds)

**Davis-Bacon Act**

In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week.

**Copeland "Anti-Kickback" Act**

Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. La Clínica shall report all suspected or reported violations to the Federal awarding agency.

(contracts utilizing federal funds over \$100,000 that involve the employment of mechanics or laborers)

**Contract Work Hours and Safety Standards Act**

Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work)

**Rights to Inventions Made Under a Contract or Agreement**

Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(contracts over \$150,000 utilizing Federal funds)

**Clean Air Act and the Federal Water Pollution Control Act**

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(Vendor contracts over \$100,000 utilizing Federal funds)

**Byrd Anti-Lobbying Amendment**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(all contracts concerning the purchase or use of telecommunications and/or surveillance technology)

**Prohibition on certain telecommunication and video surveillance services or equipment**

Contractor shall comply with Section 889 of the National Defense Authorization Act of 2019. The requirements of Section 889 include a prohibition on the procurement or use of certain telecommunications and video surveillance services or equipment. La Clinica and its Contractors are prohibited from obligating or expending federal funds to (1) Procure or obtain; 2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment services as a substantial or essential component of any system, or as critical technology in a system. As described in Public Law 115--232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. Covered video surveillance equipment is video surveillance equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or any subsidiary or affiliate of such entities.

## ATTACHMENT D

### CONTRACTOR'S ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned hereby acknowledges receipt and understanding of the terms and conditions as stated, here in, the La Clinical General Contractor Request for Proposals as defined in this document dated October 13, 2023

This sheet must be submitted with your package:

FIRM NAME: \_\_\_\_\_

Name and Title : - - - - -

SIGNATURE: - - - - -

DATE: \_\_\_\_\_ 