



**QUOTATIONS FOR SMALL PURCHASES
(QSP) No. S00001**

Repair of Damaged Wood Balcony

QUOTATIONS FOR SMALL PURCHASES (QSP) No. QSP0001,
Repair of Damaged Wood Balcony

QSP Document

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INTRODUCTION

The Housing Authority of the City of San Buenaventura (hereinafter, "the Agency") is a public entity to provide federally subsidized housing and housing assistance to low-income families, within the City of Ventura, CA. The Agency is headed by an Chief Executive Officer (CEO) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the Agency's procurement policy.

Currently, the Agency owns and/or manages the following detailed housing units: (a) 294 Public Housing Units and 492 Affordable Housing Units. The Agency currently has 57 full-time employees.

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

QSP INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to "Contracting Officer" or "(CO)" shall be a reference to Mr. Bollinger.)	Will Sholy, Maintenance Manager Telephone: (805)626-5602 E-mail: wsholy@hacityventura.org TDD/TTY: (805)648-7351
HOW TO OBTAIN THE QSP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access ha.economicengine.com (no "www"). 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the Marketplace, please call customer support at (866)526-9266.
PRE-QUOTE CONFERENCE	NONE SCHEDULED (Please see the following Section 3.7 herein.)
DEADLINE TO SUBMIT QUESTIONS	Monday, December 10, 2018, 3:00 PM PT
HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE SUBMITTAL	As directed within Section 3.2.1 of the QSP document, submit proposed pricing where provided within the eProcurement Marketplace.
QUOTE SUBMITAL RETURN & DEADLINE	*Wednesday, December 12, 2018, 3:00 PM PT 995 Riverside Street Ventura, CA. 93001 (The proposed costs must be entered where provided within the eProcurement Marketplace and the sealed "hard copy" documentation must be received in-hand and time-stamped by the Agency by no later than 3:00 PM PT on this date).

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- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the QSP.** Reject any or all quotes, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this QSP.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 days written notice to the successful quoter(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful quoter(s) shall provide the services called for in this QSP.
 - 1.5 Right to Retain Proposals.** Retain all quotes submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving quotes without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the quoter entity.
 - 1.7 Right to Reject Any Quote.** Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any quoter for any costs incurred in responding to this QSP.
 - 1.9 Right to Prohibit.** At any time during the QSP or contract process to prohibit any further participation by a quoter or reject any quote submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective quoter is thereby agreeing to abide by all terms and conditions listed within this document and within the Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective quoter, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The ha.economicengine.com eProcurement Marketplace is the only official and appropriate venue to obtain the QSP documents (and any other information pertaining to this QSP such as addenda). Accordingly, by submitting a response to this QSP the respondent thereby affirms that he/she obtained all information on the Marketplace. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the Marketplace.

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2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking quotes from qualified, licensed, and insured entities to provide services that may include, but are not limited to, the following:

2.1 Description of Work. The successful quoter (a/k/a herein as "the Contractor") shall be the Prime Contractor to complete the following work:

2.1.1 Project Site. Rose Garden / 123 S. Ventura Avenue, Ventura, CA. 93001

2.1.2 General Summary of Work. 1 Balcony (Units 5 and 12)

- Remove balcony wrought iron, balconies, and balcony doors.
- Remove flooring and ceiling material in units as needed.
- Remove damaged beams supporting balconies.
- Replace beams with new equal beams.
- Replace balcony polymer component deck.
- Reinstall balcony wrought iron, balconies, and balcony doors.
- Repair flooring in upstairs unit and repair ceiling in down stairs unit.
- Paint inside and outside as needed.
- The work shall include miscellaneous additional electrical work and other work items as described within this attached Scope of Work and Drawings.

2.1.3 Energy Star. Per HUD requirements, the equipment installed shall be Energy Star certified. If applicable.

2.1.4 Completion of Work. The Contractor shall complete the Project to a state of Substantial Completion within 15 calendar days after issuance of the Notice to Proceed (NTP). NOTE: Each bidder shall, prior to the deadline to submit questions, inform us in writing if this period is not realistic.

2.1.5 Final Completion. The Contractor's Work on the Project shall be considered finally complete when:

2.1.5.1 All punch list items have been corrected, or the Agency elects to accept specific defective work and receives a credit from the Contractor;

2.1.5.2 The Owner receives Final Waivers of Lien from the Contractor and all subcontractors and materials suppliers for any and all labor performed, or materials supplied, for the Project;

2.1.5.3 The Owner receives from the Contractor all manufacturers' Warranties and/or Guarantees required by the Drawings or Specifications;

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- 2.1.5.4 The Owner receives from the Contractor operating manuals for all equipment and systems incorporated in the work;
- 2.1.5.5 The Owner receives required approvals from the appropriate authority having jurisdiction over the Project;
- 2.1.5.6 Consent of surety for Final Payment is received (if applicable); and
- 2.1.5.7 When the Contractor submits his Final Application for Payment.

2.1.6 **Retainage.** Retainage in the amount of 10% of the requested amount on the Contractor's Application for Payment will be withheld from each month payout to the Contractor until the Project is fully completed.

2.1.7 **Wage Rates.** The payment of Davis-Bacon Wage Rates by the Contractor applies to this Project.

2.2 Contractor Responsibilities (in alpha order).

2.2.1 **Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

2.2.2 **As-built Record Documents.** Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Agency's reference.

2.2.2.1 If issued, maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark-up these drawings to show the actual installation. Mark whichever drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

2.2.3 **Communication.** The Agency shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency during or between visits; however, all requests for changes or decisions shall be submitted to the Agency and approved by the Chief Executive Officer after receipt and consideration of written request from the Agency. The Agency anticipates that it will typically make a decision in such matters within 3 work days of receipt, though such response time-frame may be shorter or longer

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depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only.

2.2.4 **Contract End Items.** Upon completion of the project the Contractor must submit the following:

2.2.4.1 A separate payment request for the retainage;

2.2.4.2 A one-year warranty letter from the Contractor;

2.2.4.3 Consent of Surety to Final Payment;

2.2.4.4 Contractor's Affidavit of Release of Liens;

2.2.4.5 Contractor's Certificate and Release; and

2.2.4.6 As- built's (Mark-ups delivered to Agency).

2.2.5 **Contractor's Request for Payment.** As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1.

2.2.5.1 The Agency is responsible for making progress payments. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.

2.2.5.2 Payment will be based on the percentage of work completed during a one-month period.

2.2.5.3 A 10% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.

2.2.5.4 **Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:

2.2.5.4.1 form HUD-51000 (1/2014), *Schedule of Amounts for Contract Payments*; NOTE: The Agency also retains the right to require any quoter (but most likely the apparent low quoter) to submit this fully completed form to the Agency at any point after the quote submittal deadline—this typically will occur when the Agency wishes to do an analysis of the quoter's proposed cost to

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ascertain as to whether or not the quoter's proposed cost is realistic, fair, and/or reasonable.

2.2.5.4.2 form HUD-51001 (1/2014), *Periodic Estimate for Partial Payment*;

2.2.5.4.3 form HUD-51002 (1/2014), *Schedule of Change Orders*;

2.2.5.4.4 form HUD 51003 (1/2014), *Schedule of Materials Stored*;

2.2.5.4.5 form HUD-51004 (1/2014), *Summary of Materials Stored*;

2.2.5.4.6 form HUD-5372(1/2014), *Construction Progress Schedule*; and

2.2.5.4.7 All relevant Subcontractors Weekly Certified Payrolls must accompany the payment request utilizing form HUD-WH-347 (Dec./2008), *Payroll* (Attachment E-8, attached hereto).

2.2.5.4.8 **Retainage.** The Request for Payment form must list and clearly identify the retainage in the amount of 10% as a deduction to the subtotal of charges on the Request for Payment.

2.2.5.5 **Review and Approval.** The Agency will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner ("satisfactory," as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). The Agency shall ensure:

2.2.5.5.1 The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;

2.2.5.5.2 As further detailed within the preceding Section 2.2.4.4.8 herein, the total of the request for payment does not include the amount to be retained by the Agency under the contract (retention or retainage);

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- 2.2.5.5.3 The work covered by the request for payment has been performed in accordance with the construction documents;
 - 2.2.5.5.4 The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted; and
 - 2.2.5.5.5 The Contractor has submitted all required reports such as payroll reports.
- 2.2.5.6 **Distribution of Documents.** The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The Agency shall retain the 2 original Periodic Estimate for Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.
- 2.2.6 **Debris.** The Contractor shall clean work areas daily, at the end of the work day, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).
 - 2.2.6.1 All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.
 - 2.2.6.2 The Contractor must examine the work area and determine any unsuitable work condition.
 - 2.2.6.3 Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
 - 2.2.6.4 The Contractor shall provide a construction dumpster as needed to dispose and removal all debris. The use of the Agency dumpsters is prohibited.
- 2.2.7 **Delivery of Materials.** The Contractor and each Subcontractor shall inspect the site and determine the availability of storage space and trucking facilities to bring material or equipment into the building, or any other factors affecting the work under this Contract.
 - 2.2.7.1 Long lead items should be ordered as soon as possible, after contracts are signed, to expedite shop drawings and delivery of materials to site. Advance planning will be important to assure timely delivery of materials.

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- 2.2.8 Final Inspection and Punch List.** The Agency shall provide one (1) final inspection site visit to develop the final Punch List when the following are completed:
- 2.2.8.1** All new construction and installations are 100% complete and operational.
 - 2.2.8.2** All final inspections and permits have been closed and delivered to the Agency.
 - 2.2.8.3** When the Contractor has completed all work, and feels substantial completion has been achieved, the Contractor must document and request a final inspection and punch list be performed by the Agency. This will document the one (1) final inspection and punch list by the Agency.
 - 2.2.8.4** When the Contractor has completed all the punch list items, the Contractor shall document and request a final re-inspection by the Agency.
 - 2.2.8.5** The Agency will provide a one (1) final site visit for re-inspection of the punch list items.
 - 2.2.8.6** If the Agency feels the punch list items have not been completed satisfactorily, notice will be given to the Contractor.
 - 2.2.8.7** All punch list items must be completed at the time of substantial and final acceptance.
 - 2.2.8.8** If the final punch list items are not complete at the time of the final the retainage will be withheld until final acceptance by the Agency.
- 2.2.9 Lay-out and Dimensions.** The Contractor and each Subcontractor shall verify and field check all plan dimensions, elevations, and quantities on both the existing building and the new work under their respective responsibilities before proceeding with work. Discrepancies must be brought to the attention of the Agency in writing for clarification or correction. Any Contractor failing to exercise such precautions shall be held responsible for the cost of correcting any resulting errors.
- 2.2.10 Maintenance Manuals.** Organize maintenance data into sets of manageable size. Bind in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:

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- 2.2.10.1 Maintain Emergency instructions;
 - 2.2.10.2 Spare parts list;
 - 2.2.10.3 Copies of warranties;
 - 2.2.10.4 Wiring diagrams;
 - 2.2.10.5 Recommended "turn around" cycles;
 - 2.2.10.6 Inspection procedures; and
 - 2.2.10.7 Shop Drawings and Product Data.
- 2.2.11 **Operating and Maintenance Instructions.** Arrange for the installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Include a detailed review of the following:
- 2.2.11.1 Maintenance manuals;
 - 2.2.11.2 Spare parts and materials;
 - 2.2.11.3 Tools;
 - 2.2.11.4 Lubricants;
 - 2.2.11.5 Control sequences;
 - 2.2.11.6 Hazards;
 - 2.2.11.7 Warranties and bonds;
 - 2.2.11.8 Maintenance agreements and similar continuing commitments;
 - 2.2.11.9 Start up and shutdown;
 - 2.2.11.10 Emergency operations;
 - 2.2.11.11 Noise and vibration adjustments; and
 - 2.2.11.12 Safety procedures.
- 2.2.12 **"Or Equal" Specifications.** Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful quoter may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section

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9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for "establishing design and quality standards" for the product identified. If a quoter wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a quoter with a listing of the "essential characteristics" for any such product (the quoter may also, if he/she wishes, wait to see if the firm is the apparent successful quoter then submit such written request after the quote submittal deadline when the Agency will evaluate such alternate products, if submitted).

2.2.13 Payroll Reports. The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, forward to the Agency a copy of the weekly payroll.

2.2.13.1 The Contractor is hereby made aware that the Agency will conduct periodic on-site wage surveys of the Contractor's staff working at the site. It is the responsibility of the Contractor to ensure that such work staff cooperate fully with the Agency interviewer. Relating to such interviews, please also see form HUD-11 (08/2004).

2.2.13.2 The Contractor must submit payroll reports and requests for payment using 1992-2017 Form AIA G702 Application for Payment and G703 Continuation Sheet - Schedule of Values.

2.2.14 Permits. The Architect shall obtain any and all required permits pertaining to any assigned work at his/her expense.

2.2.15 Required Licensing. The Contractor(s) shall be in possession of any current appropriate licensing that may be required by Ventura County (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of California.

2.2.16 Retainage. Retainage, if applicable, for this work shall be in the amount of 10 percent, which shall be applied to each payment until final payment, at which time all retainage held will be paid by the Agency to the Contractor.

2.2.17 Safety. It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

2.2.18 Security during Work. The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.

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- 2.2.19 **Site Assessment.** The Contractor and contracted subcontractors are strongly encouraged to examine the project site before submitting a quote.
- 2.2.19.1 A Pre-quote Conference and walk-through may be scheduled as noted within the preceding Table No. 2 herein. If so, due to the complexity of the project, attendance is strongly encouraged, although not mandatory.
- 2.2.19.2 Additional site visits after the Pre-quote Conference may be scheduled. The Contractor must contact the Agency Contact Person listed within the preceding Table No. 2 herein to schedule a site visit. Allow a minimum three (3) business days to schedule an appointment. Unscheduled visits are prohibited.
- 2.2.20 **Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 2.2.21 **Time of Completion.** The Contractor shall commence work under the ensuing contract on a date to be specified within the Notice to Proceed form issued by the Agency and shall fully complete all work thereunder within 15 consecutive calendar days from said date. NOTE: Any quoter that may have any concerns pertaining to the noted "100 day" may bring this up at the Pre-quote Conference. Normal working hours shall be Monday through Friday, 8:00 AM to 5:00 PM (CT). All other working hours require pre-approval. Provide a minimum five (5) working days for approval and planning.
- 2.2.22 **Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.
- 2.2.23 **Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).

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2.2.24 **Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Ventura County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of California, or any applicable Federal Agency. Smoking is prohibited within the building and on the property boundaries.

3.0 QUOTE SUBMITTAL FORMAT.

3.1 **Quote Submittal.** As this is a Quotations for Small Purchases (QSP) competitive solicitation process, there is no requirement to submit any written documentation prior to the posted submittal deadline, except:

3.1.1 **Two-step Quote Process.** Submit proposed pricing where provided within the eProcurement Marketplace only. Proposed pricing will not be received in ANY other manner—we will not accept proposed pricing submitted by email, fax, U.S. Mail—proposed pricing will ONLY be accepted as detailed following within the eProcurement Marketplace. Any quoter who submits the proposed pricing in any other manner will NOT be considered for award, unless such quoter also submitted proposed pricing where provided within the eProcurement Marketplace—and in such case the proposed pricing submitted online will be the only pricing that will be considered, and all pricing submitted in any other manner will be automatically rejected.

[Table No. 3]

QSP Section	Description
3.1.1.1	Step #1, Proposed Cost: Firm-fixed Fee to complete all the construction (building stabilization) work detailed herein.
3.1.1.1.2	Any quoter who wishes to claim a Section 3 Preference, as detailed within Attachment C-1, attached hereto, may complete and deliver to the Agency a fully completed Attachment C. This completed form may be delivered physically or may be emailed to the Agency CO at the email detailed within the preceding Table No. 2 herein.
3.1.1.2	Step #2, Post-quote Submittals: Documentation/information to be submitted, within 5 days, only by the apparent low quoter when directed to do so by the Agency.
QSP Section	Item No. Description

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3.1.1.2.1	1	Form of Quote. This Form is attached hereto as Attachment A to this QSP document. This 2-page Form must be fully completed, executed, and submitted to the Agency.
3.1.1.2.2	2	Profile of Firm Form. This Form is attached hereto as Attachment B to this QSP document. This 2-page Form must be fully completed, executed, and submitted to the Agency. Also attach a brief professional resume (very brief) for the persons identified within areas (5) and (6) of this form.
3.1.1.2.3	3	Client Information. The quoter shall submit a listing of at least 3 former or current clients, including multi-family housing (e.g. apartment complexes of a similar nature), for whom the quoter has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.1.2.3.1		The client's name;
3.1.1.2.3.2		The client's contact name;
3.1.1.2.3.3		The client's telephone number and email address;
3.1.1.2.3.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.
3.1.1.2.4	4	Subcontractor/Joint Venture Information (Optional Item). The quoter shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the quote is a joint venture with another firm. Please remember that all information required from the quoter under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.1.2.5	5	Other Information (Optional Item). The quoter may include hereunder any other general information that the quoter believes is appropriate to assist the Agency in its evaluation.
3.1.1.2.6	6	Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.5 herein.

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3.1.1.2.7	Insurance Certificates. The apparent successful quoter will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.4 herein. NOTE: The successful quoter will NOT deliver these certificates to the Agency—the insurance broker or carrier will do so.
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3.2 Quote Submittal. As this is a Quotations for Small Purchases (QSP) competitive solicitation process, there is no responsibility on the part of the quoter to submit any documentation in response to this QSP; however, quoters wishing to claim a Section 3 preference must submit a fully completed Attachment D attached hereto, along with any documentation required thereon.

3.2.1 Entry of Proposed Fees. The proposed fees shall be submitted by the quoter and received by the Agency where provided on the eProcurement Marketplace only. Do not submit any pricing in any other manner (NOT by mail, email, fax, or in person). Unless otherwise stated, the proposed fee is all-inclusive of any related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel; and document copying not specifically agreed to by the Agency; etc.

[Table No. 4]

QSP Section	Pricing Item No.	Qty	U/M	Description
3.2.1.1	1	1	Each	Firm-fixed fee to complete all the construction work detailed herein.

3.3 Additional Information Pertaining to the Preceding Pricing Item.

3.3.1 Quantities. All quantities entered by the Agency herein and within the corresponding Pricing Items on the Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this QSP, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful quoter), on a task order basis, any amount of services the Agency requires.

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3.3.2 Entry of Fees. Quoters are required to submit a quote, where provided for within the eProcurement Marketplace, for each and every Pricing Item detailed within the preceding Table No. 3 herein. Whereas no additional quote prices can or will be received after the quote submittal deadline, any quoter that does not comply with this requirement shall be rejected without further consideration.

3.3.2.1 Warning! Realistic Proposed Cost for the Pricing Items. Each quoter is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each Pricing Item listed within the preceding Table No. 4. For example, if the successful quoter enters \$100.00 for a Pricing Item, then the \$100.00 is what the successful quoter will charge the Agency for the work that the Agency may retain the successful quoter to provide if the Agency deems such retention is in the Agency's best interests to do so. Further, if, despite this warning, the successful quoter proposes a very low fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful quoter to, at contract execution, present a cash bond in a suitable amount (e.g. \$5,000.00) to ensure that the successful quoter will fulfill his/her obligation in this matter.

3.3.2.2 No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, quoters are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 3 herein that the quoter chooses to submit a proposed cost for.

3.3.2.3 Review the Entry of Proposed Fees. The Agency strongly recommends that each quoter, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the quoter has entered the proposed fees correctly and as the quoter intended to meet the requirements herein (the eProcurement Marketplace will allow the quoter to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The quoter will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to make a determination as to the successful quoter.

3.3.2.3.1 Enter Unit Cost Only. After a quoter has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items, the eProcurement Marketplace

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will automatically multiply the proposed unit cost by the listed quantities.

3.3.2.3.2 Determination of the Lowest Calculated Cost. After a quoter has entered where provided within the Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all the line items will determine the apparent lowest quoter.

3.3.3 Prior Agency Approval Required. Please note that the successful quoter shall NOT conduct any additional work without the prior written authorization of the Agency representative (via delivery of a Task Order, which may take the form of an email). Failure to abide by this directive shall release the Agency of any obligation to pay the successful quoter for any work conducted without the noted prior written authorization.

3.3.4 No Deposit/No Retainer. The Agency will NOT pay any deposit or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the Contractor within 30 days after all work has been completed and the Contractor has submitted a properly completed invoice.

3.4 Quote Conditions.

3.4.1 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON ANY OF THE DOCUMENTS TO BE EVENTUALLY SUBMITTED! Quoters are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the quoter, such may invalidate that quote. If, after accepting such a quote, the Agency decides that any such entry does not change the intent of the quote that the Agency intended to receive, the Agency may accept the quote and the quote shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing the eProcurement Marketplace, registering and downloading these documents, each prospective quoter that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a quote, the quoter is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this QSP.

3.4.2 Submission Responsibilities. It shall be the responsibility of each quoter to be aware of and to abide by all dates, times, conditions, requirements

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and specifications set forth within all applicable documents issued by the Agency, including the QSP document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the quoter. By virtue of completing, signing and submitting the completed documents, the quoter is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the quoter not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that quoter to not be considered for award.

3.5 Proposer's Responsibilities – Contact with the Agency. It is the responsibility of the quoter to address all communication and correspondence pertaining to this QSP process to the CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this QSP. Failure to abide by this requirement may be cause for the Agency to not consider a quote submittal received from any quoter who has not abided by this directive.

3.5.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the QSP Documents). During the QSP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the QSP are made—between the Agency and a prospective quoter when other prospective proposers are not present) conversations that may give one prospective quoter an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective quoter where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective quoter's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.6 Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR §200.321 it states:

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

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

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3.6.1.3 (2) Affirmative steps must include:

- 3.6.1.3.1 (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 3.6.1.3.2 (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3.6.1.3.3 (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 3.6.1.3.4 (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.6.1.3.5 (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.6.1.3.6 (6)** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

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

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limitations, which may be in conflict with Federal requirements for full and open competition.

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

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

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

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

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

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

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

3.6.3.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

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

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

3.7 **Pre-quote Conference.** There is not a set date and time for a Pre-quote Conference pertaining to this QSP, though firms may contact Will Sholy (please see contact

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information within Table No. 2 on the preceding Page 3 herein) to gain access to the site for inspection. Such site visit must occur prior to the posted Question Deadline.

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

[Table No. 5]

QSP Section	Document No.	Attachment	Attachment Description
3.8.1	1.0		This QSP Document
3.8.2	2.0	A	Form of Quote
3.8.3	3.0	B	Profile of Firm Form
3.8.4	4.0	C	Section 3 Form Submittal Form
3.8.4.1	4.1	C-1	Section 3 Explanation
3.8.5	5.0	D	<i>Supplemental Instructions to Quoters & Contractors (SIQC)</i>
3.8.6	6.0	E	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.
3.8.6.1	6.1	E-1	Sample Contract Appendix No. 1: form HUD-5370-EZ (1/2014), <i>General Contract Conditions for Small Construction/Development Contracts</i>
3.8.6.2	6.2	E-2	Sample Contract Appendix No. 2: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
3.8.6.3	6.3	E-3	Sample Contract Appendix No. 3: Form HUD-4010 (06/2009), <i>Federal Labor Standards Provisions</i>
3.8.6.4	6.4	E-4	Sample Contract Appendix No. 4: form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>
3.8.6.5	6.5	E-5	Sample Contract Appendix No. 5: Davis-Bacon General Wage Decision
3.8.6.6	6.6	E-6	Sample Contract Appendix No. 6: <i>Section 3 Plan</i>
3.8.6.7	6.7	E-7	Sample Contract Appendix No. 7: form HUD-92010 (3/2006), <i>Equal Employment Opportunity Certification</i>

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3.8.6.8	6.8	E-8	Sample Contract Appendix No. 8: form HUD-5372 (1/2014), <i>Construction Progress Schedule</i>
3.8.6.9	6.9	E-9	Sample Contract Appendix No. 9: form HUD-WH-347 (Dec./2008), <i>Payroll</i>
3.8.6.10	6.10	E-10	Sample Contract Appendix No. 10: Form HUD-11 (8/2004), <i>Record of Employee Interview</i>
3.8.6.11	6.11	E-11	Sample Contract Appendix No. 11: Sample Notice to Proceed form.
3.8.7	7.0	F	Technical Specifications (Drawing)

4.0 QUOTE EVALUATION.

4.1 No Public Opening. As this is an informal QSP competitive solicitation process, a public opening of quotes submitted will not be conducted. Instead, the Agency will receive quotes in confidence or private (without a public opening), and will evaluate the quotes submitted, and will in a timely manner inform all quoters of the results of such evaluation.

4.1.1 Ties. In the case of tie quotes, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

4.2 Responsive Evaluation. Quote submittals received will first be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 10 days after such determination is made).

4.3 Responsible Evaluation. The Agency will evaluate each quoter as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 10 days after such determination is made).

4.4 Restrictions. Any and all persons having ownership interest in a quoter entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a quoter entity will be excluded from participation in the evaluation of the quote.

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5.0 CONTRACT AWARD.

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

5.1.1 By completing, executing, and submitting the Form of Quote, Attachment A, the "quoter is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the Agency, either in Hard copy or on the eProcurement Marketplace," including the contract clauses already attached as Attachments E and E-1 through E-11. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published (and the Agency will not do so except under certain extreme circumstances).

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

5.2.1 Contract Form. The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments E and E-1 through E-11), and by submitting a quote the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the QSP process (prior to the submittal deadline) consider any contract clauses that the quoter wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective quoter to notify the Agency, in writing, prior to submitting a quote, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective quoter is not willing to abide by the Agency's response (decision), then that prospective quoter shall be deemed ineligible to submit a quote.

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

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

5.2.3 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling, or transferring the

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contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 5.3 **Contract Period.** The executed contract will initially be in place for the period of time that it takes the Contractor to complete the work (though some stated provisions will extend through the noted warranty period).
- 5.4 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the quote submission) the *Contractor* will be required to provide:
- 5.4.1 **Workers Compensation Insurance.** An original certificate evidencing the quoter's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
 - 5.4.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
 - 5.4.3 **Automobile Insurance.** An original certificate showing the quoter's automobile insurance coverage in a combined single limit of \$2,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$250,000/\$500,000 and medical pay of \$5,000.
 - 5.4.4 **City/County/State Business License.** If applicable, a copy of the quoter's business or professional license that may be required allowing that entity to provide such services within the City of Ventura, Ventura County, and/or the State of California.
 - 5.4.5 **Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each quoter is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the quote submittal—we will garner the necessary documents from the successful quoter prior to contract execution).

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- 5.5 **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated quoter may, at the Agency's options, be the basis for the beginning of negotiations.
- 5.6 **Contract Service Standards.** All work performed pursuant to this QSP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.7 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful quoter, shall be provided to the Agency within 10 work days of notification by the Agency.

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