



*Growing Communities One Family At A Time
For More Than 70 Years*

**QUOTATION FOR SMALL PURCHASES (QSP)
QSP NO. 2024-05
ELECTRICAL SERVICES (AUTHORITY WIDE)**

QSP INFORMATION AT A GLANCE

HUNTSVILLE HOUSING AUTHORITY CONTACT PERSON	Mrs. LaTonya Brewton, Procurement Officer Telephone: (256) 532-5676 Fax: (256) 533-6344 TDD: 1-800-545-1833, Ext. 903
HOW TO OBTAIN THE QSP DOCUMENTS ON THE APPLICABLE INTERNET SITE	Access https://ha.economicengine.com/request.html?company_id=978 (no "www"). If you have any problems in accessing or registering on the system, please call customer support at 1-866-526-0160
DATE ISSUED	April 16, 2024
PRE-SUBMISSION MEETING / SITE VISIT	None Scheduled-Please submit any and all question to LaTonya Brewton, Procurement Officer via email lbrewton@hsvha.org
Q&A DEADLINE	Thursday May 2, 2024 at 2:00 PM CST
QSP DEADLINE (Due Date for Quotes)	Tuesday May 16 2024 at 2:00 PM CST
QUOTE SUBMITTAL PROCEDURE	<p>Quoters must submit proposed pricing where provided on the Form of Quote form only! The Huntsville Housing Authority (HHA) will accept the proposed written quote by fax, email or by mail delivery only! The HHA will NOT accept proposed quotes verbally or by telephone!</p> <p><i>DO NOT PLACE QUOTE IN DROPBOX!</i></p> <p>Quotes are due at the following location: Huntsville Housing Authority 200 Washington Street Huntsville, AL 35801</p>

PROCEDURE: Bidders must submit proposed pricing where provided on the Form of Bid form only! The Huntsville Housing Authority (HHA) will accept the proposed written pricing in person, by fax, email or by mail delivery only! The HHA will NOT accept proposed pricing verbally or by telephone!

Huntsville Housing Authority (HHA) has an immediate requirement to solicit interested qualified, license and bonded entities to provide 24-hour “on-call” Electrical services. Attention is directed to the specifications outlined in the QSP. Unless otherwise specified in the QSP, all prices shall be on each property, and are not subject to adjustments based on costs incurred. All bids must be submitted on the forms provided by HHA. Contractors shall furnish all the information required by the solicitation.

- 1.0 HUNTSVILLE HOUSING AUTHORITY (HHA) CONTACT:** All questions pertaining to this QSP documents shall be addressed to LaTonya Brewton., Procurement Officer, telephone: (256) 532-5676, fax 256-533-6344, or e-mail: lbrewton@hsvha.org.
- 2.0 APPLICABILITY:** By submitting a bid to the HHA, the bidder is agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases other than Construction, and if attach; HUD 5370EZ, Davis Bacon and/or HUD Maintenance Wage Decision.
- 3.0 HHA RESERVATION OF RIGHTS:** The HHA reserves the right to:
 - 3.1** Reject any or all bids, to waive any informalities in the QSP process, or to terminate the QSP process at any time, if deemed by the HHA to be in the best interest of the HHA;
 - 3.2** Terminate a contract awarded pursuant to this QSP at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful bidder;
 - 3.3** Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this QSP;
 - 3.4** Reject and not consider any bid that does not, in the opinion of HHA meet the requirements of this QSP, including but not necessarily limited to incomplete bids offering alternate (not including “or equal” items) or non-requested items or services.
 - 3.5 HHA reserves the right to:**
 - 3.5.1** To make an award to the same bidder (aggregate) for all items; or,
 - 3.5.2** To make an award to multiple bidders for the same or different items.
- 4.0 SCOPE OF WORK / TECHNICAL SPECIFICATIONS:** Huntsville Housing Authority is seeking quotes from qualified, licensed and insured entities to provide 24-hour “on-call” Electrical services for various HHA residential locations. It is the intent of HHA to form a pool of companies to contract with. Although HHA has attempted to identify all of its needs; the attached scope of services may or may not be all-inclusive. HHA does not guarantee any minimum number of hours.
- 5.0 BIDDER’S RESPONSIBILITY:** Each bidder must carefully review and comply with all instructions provided herein, provided herein, or provided within any named attachments or addenda.
- 6.0 PRE-SUBMISSION MEETING:** A site visit is not scheduled for **this QSP**.
Last day for questions, May 2, 2024 @ 2:00 p.m.
- 7.0 DEADLINE: Quotes must be received by or before 2:00 p.m., May 11, 2024.** Each bidder shall submit his/her proposed quote, by the posted deadline, as provided for herein. Whereas this is an informal solicitation

process, the HHA reserves the right to extend the posted deadline at any time prior to the deadline.

- 8.0 HOLD PRICES/NON-ESCALATION:** By submitting a bid, and whereas the bid sum submitted is a firm-fixed bid, each bidder thereby agrees to "hold" or not increase the proposed bid prices during the term of the contract.
- 9.0 AGREEMENT:** The HHA will procure the applicable goods or services by issuance of an Agreement (which shall have the same meaning as a "contract"). By submitting a bid, the successful bidder thereby agrees to confirm receipt of the Agreement in the manner directed by the HHA.
- 9.1 AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the CO, award shall be made to the responsive and responsible bidder that submits the lowest cost.
- 9.2 CONTRACT PERIOD:** The HHA anticipates that it will initially award a contract for the period of 1 year with the option, at the HHA's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.
- 9.3 HUD Maintenance Wage Rates Determination (MWRD).** HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), HHA must ensure that contractors do not pay its employees that perform such work for HHA at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than the required wage rate.. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2, the contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available to either HHA or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the contractor's failure to comply.
- 9.4 PRICE ESCALATION:** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of Alabama Prevailing Wage Rates, (b) Davis-Bacon Wage Rates, or (c) HUD Maintenance Wage Rate Determination (MWRD) for HHA (either used at HHA's discretion). For example, if, at the end of the first contract period the listed Prevailing/Davis-Bacon/MWRD wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will be entitled to a 5% increase in the labor rates that he/she submitted in response to this QSP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.
- Notification Must Be Received From the Contractor:** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.
- 9.5 PAYMENT OF INVOICES:** Payment will be made on each invoice received from the contractor, at least once every thirty (30) day period, net 30 days from the date invoice is received.
- 9.6 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder 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 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 successful bidder as a result of the proposed contract; either as determined by the CO.

- 10.0 INVALID OR ALTERNATE BIDS:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to the HHA, may invalidate the bid submitted. Furthermore, the HHA shall reserve the right to reject, without consideration, alternate bids, meaning those that do not meet the requirements of this QSP.
- 11.0 BID COSTS:** There shall be no obligation for the HHA to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this QSP.
- 12.0 SHIPPING COSTS:** Each bid sum submitted shall include completion of the specified services at the HHA site or location, as specified within this QSP or on any Agreement issued.
- 13.0 ASSIGNMENT OF PERSONNEL:** The HHA shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the HHA if the HHA believes that such change is in the best interest of the HHA and the completion of the work or provision of the items.
- 14.0 ENTRY OF PROPOSED COST:** The proposed costs shall be submitted by the bidder and received by the HHA where provided on the attached bid form. You must enter a proposed fee for the Pricing Items (a "No Bid" is not allowed for any item), though a "No Charge" is allowed for several of the Pricing Items.
- 15.0 LICENSING REQUIREMENTS:** By submitting a bid the successful bidder certifies that he/she possess and will, prior to issuance of a Purchase Order (PO) or execution of a contract, present to HHA, proof and/or certification of the following:
- 15.1** A copy of the bidder's business license allowing that entity to provide such services within the jurisdiction of Madison County, Alabama.
 - 15.2** A copy of the bidder's license issued by the State of Alabama licensing authority allowing the bidder to provide the services detailed herein. **Reference Scope of Work*
- 16.0 INSURANCE:** Contractor shall present to HHA prior to award (but not as a part of the bid submission) proof of insurance compliant with the requirements below:
- 16.1** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 16.2** An original certificate evidencing General Liability coverage, naming the HHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HHA 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 commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000.
 - 16.3** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$500,000. 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 \$50,000/\$100,000 and medical pay of \$5,000.
- 17.0 LIABILITY-INDEMNITY-REMEDIES**
- 17.1** In the course of performing the services under this Agreement, Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, or equipment. To the extent any such claim is made or determined payable against HHA, Contractor further shall indemnify and hold HHA harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by

Contractor, its employees, agents, or subcontractors and arising out of any other operation no matter by whom performed for and on behalf of Contractor, whether or not due in whole or in part to conditions, acts, or omissions done, or permitted by Contractor or HHA.

17.2 To the full extent authorized by law, Contractor agrees to indemnify, hold harmless and defend HHA, its commissioners, employees, and agents from and against any and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, attorneys' fees, court costs, and other costs and expenses incidental thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorneys' fees) which HHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against HHA, its commissioners, employees, or agents, as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontractors or agent, in the fulfillment or performance of the terms, conditions, or covenants that are contained in this Agreement, and which said act or failure to act is contrary to or is not authorized by this Agreement or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by the negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitations of liability to which HHA is entitled under § 11-93-2 of the Code of Alabama (which limits recovery for damages against a governmental entity to \$100,000 for bodily injury or death for one person in a single occurrence; \$300,000 in the aggregate for bodily injury or death for more than two persons in a single occurrence; and \$100,000 for damage or loss of property in a single occurrence) or under any other present or future statute or rule of law which limits any liability of HHA in any manner.

18.0 CONTRACTOR ADDITIONAL RESPONSIBILITIES

- 18.1** Contractor shall be responsible for all damage done by his equipment and personnel. Any damage shall be reported immediately to HHA's contractor administrator or site manager so, if necessary, a work order may be issued and cost is billed back to the contractor for payment.
- 18.2** Contractor shall thoroughly clean all physical areas on which work is done or which are affected by the work. This shall be done on a daily basis after the work is complete. The contractor shall remove and transport from the site all trash, debris, scrap, waste, and other materials resulting from the contract service.
- 18.3** The Contractor shall furnish all equipment, tools, transportation, supplies, insurance, taxes, licenses, permits, and labor. **No cost** may be billed as an extra cost. All labor and materials (except as noted) shall be provided by the contractor.
- 18.4** The Contractor is to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: Uniform Building Code (UBC); Uniform Mechanical Code (UMC); National Electric Code, 2014 (NEC). The assigned personnel shall check with the HHA representative upon each visit when performing services. Their communication shall include:
- a. A detailed and dated summary of problems encountered during service performance and recommended solutions.

- b. The contractor shall supervise and direct the work and his employees and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees.
- c. All contractor representatives/service technicians should be identified by company uniform, company identification / nametag, or both. Contractor service personnel shall maintain a neat appearance in company identifiable uniforms.

18.5 The Contractor shall, at all times, ensure that all work provided by the contractor complies with all local, State and Federal rules pertaining to work place safety; meaning, the contractor shall, at all times, conduct business in such a manner as to protect its workers, HHA residents, HHA staff, and the public.

- a. Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the HHA), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.
- b. Contractor shall only use equipment in compliance with all current applicable safety rules and regulations.
- c. Contractor shall be responsible for maintaining all equipment in a safe working condition at all times.
- d. Contractor shall be responsible for warning people in the immediate area where work is commencing of the danger of remaining in the work area.

9.0 DOCUMENTS THAT APPLY TO THIS QSP:

19.1 Bid Form;

19.2 Profile of Firm Form (*for bidder and any sub-contractors*);

19.3 Client Reference Form

19.4 E-Verify

19.5 A copy of 24 CFR 135, commonly known as Section 3 (included by reference--a copy will be delivered by the HHA to any firm upon submission to the Procurement Officer of a written request for such). The successful bidder hereby agrees to comply with all requirements of the HUD Section 3 Program as detailed therein. If a bidder chooses to certify as a Section 3 bidder, he/she shall receive the preference noted therein. In any case, the successful bidder shall be required to, as detailed therein, "to the greatest extent feasible . . . provide economic opportunities to low- and very-low income persons," meaning, if the successful bidder must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.

19.6 The HHA reserves the right to require the successful bidder/contractor to utilize any form required by HUD to complete the required work and by submitting his/her bid each contractor agrees to do so at no additional charge.

19.7 All of the terms and requirements listed within each of the following documents are hereby included by reference as a part of this QSP. The respondent thereby agrees to abide by all such terms and requirements. The respondent must inform HHA in writing if he/she wishes to receive a copy of any of these documents: form HUD5369-B; form HUD-5369-C; form HUD-5370-C, Sections I and II; form HUD-5369; form HUD-5369-A; form HUD-5370; Table 5.1 of HUD Procurement Handbook 7460.8 REV 2; and the contract clauses contained within 24 CFR 85.36(i).

FORM OF BID

In compliance with the above, the undersigned offers and agrees, if the bid is accepted within 90 calendar days from the date of the bid deadline, to furnish all of the items upon which prices are bid, at the price set forth, delivery at the designated point and within the time specified in the contract. **HHA) will accept the proposed pricing in person, by fax (256) 533-6344, email lbrewton@hsvha.org, or by mail delivery (200 Washington Street, Huntsville, AL 35801, P.O. Box 486, 35804-0486 only (it is the contractors responsibility to verify receipt of bid)! The HHA will NOT accept proposed pricing verbally or by telephone!**

	<u>Electrician Hourly Rate</u>	<u>Journeyman Hourly Rate</u>	<u>Laborer Hourly Rate</u>
Regular Work Hours Rate	\$ _____	\$ _____	\$ _____
Weekend/Holiday Rate	\$ _____	\$ _____	\$ _____
Emergency Call Out Rate	\$ _____	\$ _____	\$ _____

Parts Cost Markup Percentage _____% (Less Tax)

NAME OF PROPOSER: _____

COMPANY: _____

BUSINESS LICENSE NO. _____

Attached Copy of Business and Contractor's License

ADDRESS: _____

CITY: _____

STATE & ZIP CODE: _____

PHONE: _____ FAX: _____

EMAIL: _____

In compliance with the proposal documents, the undersigned, in making this proposal, represents the following:
(Respondent is to initial each line item to certify agreement.)

Respondent's Initials

- _____ 1. Respondent has read and understands the proposal documents, and respondent's response is made in accordance therewith;
- _____ 2. Respondent has reviewed the Scope of Services for Electrical services prepared by Huntsville Housing Authority (HHA) and understands that it will apply to this QSP and his/her response is made in accordance therewith;
- _____ 3. Respondent has had the opportunity to familiarized himself/herself with the local conditions under which the services are to be performed and has correlated his/her observations with the requirements of the QSP documents;
- _____ 4. Respondent agrees with the compensation to be paid based upon a firm-fixed cost and a hourly rate for additional potential labor;
- _____ 5. Respondent has reviewed the HHA policy on Section 3 compliance provided. All respondents will be required to demonstrate compliance with Section 3, to the greatest extent feasible.

List of Acknowledged Addenda (if no addenda published, leave blank)

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

The Undersigned Respondent agrees to the following:

- The Respondent's response will not be modified, withdrawn, or canceled during the 90-day period following the time and date designated for the receipt of the proposals.
- HHA reserves the right to reject any or all proposals, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by HHA to be in its best interests.
- The undersigned certifies that he/she is authorized to execute agreements/contracts on behalf of the Respondent as legally named, that the respondent's proposal is submitted in good faith without fraud or collusion with any other respondent, that the information indicated in the document is true and complete, and that the Proposal is made in full accord with State Law.

SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL

DATE

PRINT NAME

TITLE: _____

Client Reference Form

The past performance of the respondent on prior work of the same or similar nature, in the past (3) years, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the HHA chooses to conduct with such. The past performance shall also include quality of work, and compliance with performance schedules.

Respondent shall submit a listing of former or current clients, including any other Public Housing Authority for whom the respondent has performed similar or like services to those being proposed in the QSP. The listing shall at a minimum include:

- Client’s name
- Client’s contact name
- Client’s telephone number
- A brief description and scope of the service(s) and the dates the services were provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

MAKE ADDITIONAL COPIES IF NECESSARY

PROFILE OF FIRM

(This Form must be fully completed and placed in the submittal.)

PRIME _____ **SUB-CONTRACTOR** _____

(Respondent must also identify his sub-contractors (if any) by providing Profile of Firm form for each)

(1) Name of Firm: _____

(2) Address, City, State, Zip: _____

(3) Telephone: _____ Fax: _____

Email: _____

(4) Respondent Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) _____%
- Public-Held Corporation _____%
- Government Agency _____%
- Non-Profit Organization _____%

Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

- Resident-Owned _____%
- African American _____%
- Native American _____%
- Hispanic American _____%
- Asian/Pacific American _____%
- Asian/Indian American _____%

- Woman-Owned (MBE) _____%
- Woman-Owned (Caucasian) _____%
- Disabled Veteran _____%
- Other (Specify) _____%

WMBE Certification Number: _____

Certified by: _____

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Federal Tax ID No. _____

DUNS No. _____

(6) Business License No. _____ State _____

(7) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(8) Worker’s Compensation Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(9) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(10) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? Yes No

If “Yes” please attach a full detailed explanation, including dates, circumstances and current status.

(11) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of HHA? Yes No

If “Yes” please attach a full detailed explanation, including dates, circumstances and current status.

- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said respondent entity has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any person, to fix the proposal or bid price of affiant or of any other respondent or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other respondent or bidder to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.
- (13) **Verification Statement:** The undersigned respondent hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HHA discovers that any information entered herein if false, that shall entitle HHA to not consider nor make or to cancel any award with the undersigned party.
- (14) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

SECTION 3 COMPLIANCE AGREEMENT

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. The contractor and any subcontractor(s) shall electronically provide to HHA documentation of their good faith efforts to comply with the contract and workforce participation goals of this project. This would include but not be limited to weekly certified payroll, subcontract awards, and contract/subcontract payments. All information shall be provided through ePrismSoft, a web-based compliance tracking system.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

I the undersigned contractor have read the above Section 3 Clause will comply with HUD, 24 CFR Part 135 – Section 3 Regulations.

Signature

Date

Printed Name

Title



CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with E-Verify, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of HHA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established with E-Verify. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by E-Verify. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Contractor: _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS



*Growing Communities One Family At A Time
For More Than 70 Years*

QUOTATION FOR SMALL PURCHASES (QSP) QSP NO. 2024-05 ELECTRICAL SERVICES (AUTHORITY WIDE)

Date Issued: April 16, 2024

Site Visit: None Scheduled, Contact Procurement Officer,
LaTonya Brewton at 256-532-5676 with any questions.

Last Day for Questions: May 2, 2024 @ 2:00 PM
Email LaTonya Brewton, Procurement Officer
at lbrewton@hsvha.org

Deadline: May 16, 2024 @ 2:00 PM

ELECTRICAL SERVICES - SCOPE OF WORK

The Huntsville Housing Authority (HHA) is seeking quotes from independent licensed contractors with demonstrated professional competence and experience to provide “on-call” electrical services at various properties for a one (1) year period with the option to renew for four (4) one (1) year periods. The option to renew will be at the sole discretion of HHA.

It is the intent of this QSP is to establish a term contract, with a vendor or multiple vendors for the Huntsville Housing Authority (HHA) for labor, materials and equipment necessary to provide electrical services on an “as needed” basis.

All work is to be performed according to industry standards, according to the material manufacturers’ recommendations and to the satisfaction of HHA. The Contractor will perform electrical services as requested by the Property Manager or their designee. The HHA offers no guarantee of any amount of work to be performed under the Contract.

PART ONE: GENERAL INFORMATION

The Contractor shall provide continuous 24-hour on-call electrical services at all HHA locations with a two (2) hour response time for Emergency Calls. Failure to respond to a service dispatch call with adequate crew and equipment to perform the required work within the required response time shall constitute a material breach of contract. HHA reserves the right to terminate the repair request with the contract vendor and reassign the job to another contract vendor if Contractor fails to respond to the job and begin the needed repair within the required times.

1.01 GENERAL REQUIREMENTS

Contractor shall perform, on an “as needed” basis, the following electrical services to include but not limited to:

- A. The Contractor shall furnish all labor, equipment, tools, parts, materials, and supplies required to repair, replace, remove, and install existing and new electrical systems as required. This includes the provision of all replacement parts and component systems required for existing building electrical systems in accordance with all original equipment manufacturer specifications. Also, this includes restoration of emergency electrical needs for tenants and HHA personnel within 2 hours of initial call. The services shall additionally include, but not limited to:

ELECTRICAL SERVICES

- Expediting services
 - Regular service calls
 - Emergency service calls
- B. Repair, replacement, removal & installation services provided by the Contractor shall comply with and conform to all applicable Federal, State, and local regulations, laws & codes.
- C. All repairs are to be made by a “Master” licensed electrician or by a journeyman electrician under the supervision of a “Master” licensed electrician.

1.02 REGULAR SERVICE CALLS

- A. Service requests made to Contractor prior to 12:30 P.M. shall be responded to within four (4) hours after the HHA notification to Contractor.
- B. Work which exceeds two hundred fifty dollars (\$250), the Contractor shall furnish HHA a scope of work, bill of materials, fixed price, time required for completion, and request written authorization from the HHA.

1.03 EMERGENCY/AFTER HOURS SERVICE CALLS

- A. Emergency service requests made to Contractor shall be responded to within two (2) hours after the HHA notification to Contractor. *HHA reserves the right to reassign job if contractor fails to respond within the two-hour time frame.*
- B. After-hours emergency repairs should be limited to those necessary to restore power or correct hazardous conditions. All other repairs are to be re-scheduled for normal business hours.

1.04 PROJECT COORDINATORS

- A. The HHA project coordinator for each project is the Property Manager, who can be contacted via telephone number, which will be provided to the awarded contractor(s). Any work at the site shall be scheduled through HHA at least forty-eight (48) hours in advance of the work.
- B. The contractor shall provide a central contact source for all calls after-hours. This contact source shall be available at all times, day or night for the duration of the term of this agreement.
- C. The contractor shall establish a routine for communications with HHA to provide a prompt and timely response to any concerns or problems that may arise. *If at any time electrical service to the property must be disconnected or interrupted, Contractor must notify HHA property manager or his/her designee prior to disrupting service.*
- D. When the contractor or its agents are on the site, they shall contact HHA at least daily to review scope of work or any special instructions or other pertinent items regarding the contract, and the contractor's performance.
- E. Contractor shall keep the Authority's representatives informed of when repairs are scheduled to be completed and when service will be restored. **Interruptions to electrical service should be kept to a minimum and should never exceed a 24-hour period.** Contractor shall coordinate with the Electrical Utility provider to ensure that when repairs are completed power is restored in a timely manner.

1.05 WORK SCHEDULE

- A. The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays.

- B.** The Contractor shall be required to visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the HHA. The quotation shall be provided within” three (3) business days” of the original request, and shall include a detailed summary in accordance with the contract rates. If the quotation is accepted and the work performed, the Contractor’s invoice shall not exceed the quoted.

1.06 SITE CONTROL

- A.** Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary, provided by the contractor. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, HHA employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.
- B.** The contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the contractor's workers are not present. The contractor is responsible for protecting the work from damage from any source prior to final acceptance.

1.07 CONTRACTORS EMPLOYEES

- A.** The contractor shall ensure that personnel are knowledgeable of all the requirements of these specifications. The contractor shall be responsible for instructing his employees in safety measures considered appropriate. OSHA safety requirements shall be complied within all activities under this award.
- B.** Contractor shall be responsible for the conduct and performance of the Contractor’s employees. Contractor and Contractor’s employees shall have badges or uniforms that visibly identify them as employees of Contractor at all time when on HHA properties.
- C.** Contractor’s personnel shall be neat and conduct all work in a professional manner with minimal disturbance to the property’s residents and the general public.

1.08 WARRANTY/GUARANTEE

- A.** All work provided by any Contractor pursuant to any contract that ensues from this QSP shall be warranted or guaranteed by that Contractor for a period of time of not less than 180 days.
- B.** All installed equipment is to be warranted through the manufacturer’s normal written warranty.

1.09 CLEAN UP

- A.** At the completion of work, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition. At no time, will Contractor discard debris into any of HHA trash receptacles.

- B. All used equipment removed by the contractor is to be disposed of using approved methods. HHA shall retain salvage rights on any replaced equipment. However, if the replaced equipment is of no value to HHA, it will be the responsibility of the contractor to dispose of the equipment.

PART 2: CONTRACT PROVISIONS

2.01 MINIMUM PROPOSER REQUIREMENTS

- A. The Contractor shall be a full time, commercial Electrical/building contractor. Contractors not meeting this requirement will not be considered. **The HHA does not consider general contractors as meeting this requirement.**
- B. The Contractor shall possess and maintain a valid State of Alabama contractor's License, Class B, or appropriate specialty contractor's license. A copy of the business license and contractor's license is required to be included in your quote. The business must maintain a proper business license from the city in which it resides.
- C. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. The Contractor shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules and regulations in accomplishing the work.
- D. All materials and installation shall conform to the State and local codes, National Electrical Code, OSHA and this specification.
- E. The Contractor shall provide evidence of his existence in the Electrical business for a minimum of three (3) years.
- F. The Contractor shall provide references from at least five (5) commercial facilities and/or Municipalities for which work has been completed in the past 12 months. References shall be indicated in the BID FORM.
- G. Workers Compensation and Liability insurance must be maintained by the company.

2.02 CONTRACT PRICING

- A. Cost shall include all materials, equipment and labor for standard application.
- B. Contractor shall provide rates for: Regular Work Rates, Holiday Rates & Weekend Rates, and Emergency Call Out Rates.
- C. Supplies and materials shall be provided to the HHA at manufacturer's suggested retail price, less taxes, plus markup percentage. This information shall be indicated on the BID FORM.
- D. The following shall apply to all hourly rate pricing:
 - a) Regular time is defined as the HHA's normal business hours of, 7:00 a.m. to 6:30p.m., Monday through Thursday.
 - b) Overtime work shall be performed only upon the HHA's request by the Property Manager or their designee.
- E. Holiday work shall be performed only upon the HHA's request. Holidays that qualifies for Holiday rate billing is as follows:

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day
- F. All hourly rates quoted "must include" overhead, profit, travel and all administrative costs. ***Additional Trip charges, transit time, or time acquiring materials or supplies are not permitted under the contract agreement.***
- G. The Contractor may be required to have the hours worked certified by HHA personnel at the job site.
- H. At the completion of the job, the Contractor shall provide a clear and legible copy of the work order showing all work performed, the date, time of arrival and departure at the property, and a all parts or supplies used. Work orders shall have a signature by the Contractors representative that work was performed. Contractor shall contact the Property Manager or Project Manager, or his/her designee, at completion of work and deliver the work order to the property manager or his/her designee for signature.

2.03 WORK AUTHORIZATION

- A. The Contractor shall be required to visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the HHA. The quotation shall be provided within" three (3) business days" of the original request (Emergencies within 2 hours), and shall include a detailed summary in accordance with the contract rates. If the quotation is accepted and the work performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

"General Decision Number: AL20240052 01/05/2024

Superseded General Decision Number: AL20230052

State: Alabama

Construction Type: Residential

County: Madison County in Alabama.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

Painter.....	\$ 11.00	**	0.00
Plumber.....	\$ 12.51	**	0.00
Roofer, Includes Built Up, Metal, Shake & Shingle, and Single Ply Roofs.....	\$ 9.17	**	0.00
Sheet Metal Worker.....	\$ 12.82	**	0.00
Truck Driver.....	\$ 9.86	**	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

History

- **Jan 05, 2024**AL20240052 - Modification 0

CHAPTER 5. SMALL PURCHASE PROCEDURES

5.1 General (24 CFR 85.36(d)(1))

Small purchase procedures are a simplified method for acquiring supplies, materials, and services (including professional and construction) that do not exceed the PHA's small purchase threshold. These procedures are the simplest method of procurement and will be used for the vast majority of a PHA's purchases.

5.2 Small Purchase Dollar Limits

- A. PHAs shall establish a dollar threshold for individual small purchases in their Procurement Policy. The threshold may not exceed the Federal small purchase threshold (currently, \$100,000), or any lower dollar value set by the State or locality having jurisdiction over the PHA. In no case may the PHA adopt a State- or locally-approved threshold that exceeds \$100,000.
- B. PHAs may also establish a separate Micro Purchase threshold of up to \$2,000 per purchase.

5.3 Competition Requirements (24 CFR 85.36(c)(1))

- A. **Purchases Above the Micro Purchase Limit.** The PHA must solicit price quotes from an adequate number of qualified sources (generally defined as not less than three, except in the case of Micro Purchases, below). The PHA's Procurement Policy shall state any specific policy (e.g., requirement for three offers).
- B. **Micro Purchases.** PHAs may award Micro Purchases without soliciting competitive quotations if the Contracting Officer considers the price to be reasonable (e.g., based on recent research, experience, or purchases). To the extent practicable, PHAs shall distribute Micro Purchases equitably among qualified vendors.
- C. **Prohibition Against Bid Splitting.** The Contracting Officer shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into multiple purchases that are less than the applicable threshold (commonly called 'bid splitting' or "unbundling") merely to permit use of the small purchase procedures or avoid any requirements that apply to purchases that exceed those thresholds. However, larger requirements may be broken into smaller ones to afford small and minority businesses the opportunity to participate in the PHA's procurements. The Contracting Officer should document in the contract file the reasons for breaking down larger requirements into smaller ones.

5.4 Method of Solicitation

Quotations for small purchases may be obtained in writing (hard copy or email), orally, by fax, via catalogs, by letter, through electronic means, e.g., the Internet, through paid advertisement, or by displaying the solicitation in a public place. The method should be

appropriate to the purchase (e.g., obtaining price quotes by phone for a commercially available supply item). PHAs may establish in their Procurement Policies dollar thresholds or other requirements for the use of written and oral solicitations. Written solicitations are used when it is necessary to provide vendors with detailed information that cannot be conveyed orally (e.g., by phone), or with detailed quotation evaluation information. The Contracting Officer should determine the best method, given the situation.

5.5 Quotation Evaluation (24 CFR 85.36(f))

- A. Price Reasonableness.** Before making an award, the Contracting Officer must determine that the proposed price is fair and reasonable. For most small purchases, price analysis is sufficient to make that determination. In cases where the PHA purchases services or items of a non-commercial nature (e.g., a special training course designed for the PHA's employees), submission of cost details and a cost analysis may be needed (see Chapter 10, section 10.3).
1. **Micro-Purchases.** Price analysis normally consists of comparing the quoted price to prices recently paid for the same or similar items, price lists, or catalog prices. The signature of the Contracting Officer on the Purchase Order or contract signifies the Contracting Officer's determination that the price is reasonable, based on prior purchases of a similar nature or other sources of information.
 2. **Other Small Purchases above the Micro Purchase Level.** Generally, price analysis will consist of a comparison of quotations to each other and to other sources of pricing information (e.g., past prices paid, catalog prices, etc.). If only one response is received, the Contracting Officer should include a statement of reasonableness in the contract file. This statement may be based on market research, comparison of the proposed price with prices found reasonable on previous purchases, current price lists, catalogs, or advertisements, a comparison with similar items in a related industry, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis. Only in rare cases would the Contracting Officer conduct a cost analysis (a non-commercial type purchase unique to the PHA's needs, such as a training course for PHA accounting personnel).
- B. Other Factors.** If using "price and other factors" to determine award, the Contracting Officer has broad discretion in fashioning suitable evaluation procedures. In these situations, the Contracting Officer should ensure that quotations can be evaluated in an efficient and minimally burdensome fashion. Competitive proposal type procedures (e.g., formal evaluations, determining competitive ranges, conducting detailed negotiations, or requesting best and final offers) should not be used for small purchases. Contracting Officers may use information such as their knowledge of, and previous experience, with the supply or service being purchased, the vendor's past performance for the PHA, or customer surveys to evaluate the quotation.

C. **Evaluating Contractor Responsibility.** PHAs must make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. For small purchases, where payment is generally made only after full delivery/completion of the job, the Contracting Officer has broad latitude in evaluating contractor responsibility, including the Contractor's personal knowledge of, or past experience with, the vendor. The signature of the Contracting Officer on the Purchase Order or contract signifies the Contracting Officer's determination of responsibility is satisfactory.

D. **Documentation (24 CFR 85.36(b)(9))**

1. **Purchases Above the Micro Purchase Threshold.** Documentation should be kept to a minimum. PHAs should retain information supporting their purchases (paper or electronic) to the minimum extent and duration needed for management review purposes (tracking purchasing activity, etc.). The following illustrate the extent to which quotation information should be recorded:

a. Oral solicitations. The contracting office should establish and maintain records of oral price quotations sufficient to reflect clearly the propriety of placing the orders at the price paid with the particular vendor. In most cases, this effort will consist merely of showing the names of the vendors contacted and the prices and other terms and conditions quoted by each.

b. Written solicitations. Limit written records of solicitations or offers to notes or abstracts that show prices, delivery, references to printed price lists used, the vendors contacted, and any other pertinent information.

c. Special situations. Include additional statements—

i. Explaining the absence of competition if only one source is solicited; or

ii. Supporting the award decision if other than price-related factors were considered in selecting the vendor.

3. **Micro Purchases.** If competitive quotations are solicited and award is made to other than the low quote, documentation to support the purchase may be limited to identification of the solicited vendors and a brief explanation for the award decision.

5.6 Petty Cash Purchases

A. **General.** Petty cash funds are to be used for very small, one time purchases. If utilized, petty cash funds should be established in the PHA's Procurement Policy and should be sufficient to cover very small purchases over a reasonable period (for instance, one month).

B. **Petty Cash Policy.** A Petty Cash Policy must (1) be in compliance with **24 CFR 85.36**, including the small purchase method, (2) establish the overall amount of the fund, (3) establish the maximum amount for each purchase, and (4) either establish

the appointment of one or more individuals as Petty Cash Administrators or the procedures for appointing such individuals.

5.7 Purchasing Cards

- A. **General.** Purchasing cards (including debit or credit cards) are a payment method and not necessarily a method of procurement, as defined in this handbook. Purchasing cards can be helpful in reducing transaction costs. Purchasing card usage, however, should follow the rules for all other small purchases. For example, the Contracting Officer may use a purchasing card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a purchasing card.
- B. **Card Management/Internal Controls.** When using purchasing cards, PHAs should adopt reasonable safeguards and procedures to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards). PHAs should also make sure that they have guidelines for selecting merchants/vendors, tracking purchases, and card payment/settlement procedures.

5.8 Bonding Requirements

There are no requirements for bid, payment, or performance bonds for small purchases.

5.9 Purchase Orders

- A. **General.** Most purchases under the small purchase method will be done via a Purchase Order sent or given to the contractor to initiate delivery of the item(s) or performance of the service(s). The issuance of a Purchase Order by the PHA and its acceptance by the contractor (either through performance or signature on the purchase order) constitute a contract. It is crucial, therefore, that the Purchase Order clearly specify the item(s) or service(s) being purchased and the terms and conditions of the purchase.
- B. **Form.** Purchase Orders are usually issued on a standard PHA form. While HUD does not prescribe any specific form, the Purchase Order will generally contain information regarding scope of work/service to be provided, price, delivery, method of payment, inspection, and acceptance. However, additional terms and conditions may be added depending on the nature and complexity of the work requested. Mandatory provisions are listed below in paragraph 5.10. PHAs should make sure that they include all necessary contract clauses in their Purchase Orders or in their Request for Quotes, providing the latter are referenced, and made part of, the Purchase Order.

5.10 Standardized Forms/Mandatory Contract Clauses

- A. **General.** Except in the case of bid specifications and contracts for construction or maintenance work in excess of \$2,000 (see paragraphs B and C, below), small purchases, including purchase orders, are subject only to the mandatory clauses contained in Table 5.1.

PHAs may be further bound by certain State or local requirements (See Chapter 13). Other than these Federal, State or locally-mandated provisions, PHAs should include language with any small purchase that is necessary and appropriate, consistent with good business practice.

In addition to Table 5.1, HUD has developed forms which contain the contract clauses required for small purchases related to construction and maintenance work. The use of the Table and these forms are described in the paragraphs below.

- B. Mandatory Requirements for Construction Contracts greater than \$2,000 but not more than \$100,000.** PHAs must incorporate the clauses contained in form HUD-5370-EZ, General Conditions for Small Construction/Development Contracts, and the applicable Davis-Bacon wage decision. Form HUD-5370-EZ has been designed for small construction jobs. PHAs may use form HUD-5370 in lieu of the HUD-5370-EZ if the former is more appropriate given the nature of the work.
- C. Mandatory Requirements for Maintenance Contracts (including nonroutine maintenance work) greater than \$2,000 but not more than \$100,000.** PHAs must incorporate the clauses contained in Table 5.1; Section II of form HUD-5370-C, General Conditions for Non-Construction Contracts, and the applicable HUD wage decision.
- D. Acceptable Methods of Incorporation.** PHAs may utilize any one or any combination of the following methods to incorporate mandatory clauses and applicable wage decisions into bid specifications and contracts. PHAs may:
1. Attach the Table 5.1, HUD form(s), and/or wage decisions, as printed;
 2. Incorporate the clauses/text of the applicable HUD form and wage decision into other documents (e.g., into the PHA's own forms) that are bound/attached to the contract (and bid specifications, if applicable) or incorporated by reference (see paragraph 3, below).
 3. Incorporate the clauses or HUD forms and/or any applicable Davis-Bacon or HUD wage decision by reference. The reference must be specific as to the exact clauses or form(s) that are incorporated, and where the clauses or forms(s) may be accessed or obtained (e.g., HUDClips, PHA web site). A Davis-Bacon wage decision may be incorporated by reference to www.wdol.gov and to the specific number, modification number, and date of the wage decision. HUD maintenance wage decisions are not available at HUD's web site; however, a PHA may post any applicable HUD wage decision to its own web site and reference that site. PHAs must provide hard-copies of any referenced clauses, forms, and/or wage decisions on request.

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor’s Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA’s convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

5.11 Use of Indefinite-Delivery Contracts

PHAs may avoid making repetitive small purchases by awarding indefinite-delivery contracts, sometimes referred to as “blanket” or “open-end” contracts. Indefinite-delivery contracts are used when the PHA has a recurring need (e.g., cleaning supplies), but needs to order supplies and services and have them delivered as needed within a specific time period (e.g., one year). The contract specifies what the PHA may buy and establishes the prices. The PHA then orders the supplies or services from the contractor as needed. This type of contract avoids the administrative cost of making numerous separate purchases (see Chapter 10, paragraph 10.1.C.3 for guidance on the use of these contracts).

5.12 Negotiations

Small purchases procedures are not sealed bidding. Therefore, Contracting Officers may, and are encouraged to, negotiate price and other terms of purchases (see Chapter 7 for more information on negotiations), when appropriate. PHAs may not alter or negotiate changes to mandatory contract clauses (see section 5.10).

5.13 Rejection and Notification of Unsuccessful Offerors

In the handling of offers that are not accepted, PHAs are encouraged to follow good business practices. For example, for many small purchases, and particularly Micro Purchases, vendors typically understand that if they are not notified fairly quickly of an award, they did not win the quote and a rejection letter is not necessary. PHAs should determine when such formality is appropriate.

5.14 Appeals

The PHA’s procurement policy should indicate the type of appeal processes to be used for small purchases. PHAs are encouraged to adopt informal appeal procedures for these types of purchases.

5.15 Receiving Goods/Services and Approving Payments

PHAs should establish systems for ensuring that the items required by contract are received in accordance with contract terms. Payments should also be processed promptly to allow for prompt payment discounts, where applicable, and to otherwise maintain good relations with contractors.