**QUOTES FOR SMALL PURCHASE (QSP) #2021-36: ELECTRICAL SERVICES**

Electrical Services

**INTRODUCTION:** Stanislaus Regional Housing Authority (Authority) is seeking quotes from qualified and licensed Contractors (C-10 Electrical Contractors) to perform electrical repair, maintenance and construction services for an initial 12-month period, plus four optional one-year renewals.

Due to the estimated cost of this procurement falling under the State and Federal Small Purchase Threshold of $150,000.00, the Authority is procuring these services using a non-formal request for Quotes for Small Purchase (QSP) process. This informal QSP process means formal Request for Proposals (RFP) requirements and formal protest procedures do not apply (i.e., bid bonds, public bid opening, etc.). The Authority reserves the right to issue modifications to this QSP at any time, award the proposed service contract to more than one firm, reject any or all quotes, and ask for any clarifications or verifications from Proposers at any time. Quotes must be submitted online at quotes@stancoha.org

**Solicitation Date:** Thursday**,** September 9, 2021

**Due Date for Quotes:** Thursday, September 23, 2021 3:30 p.m.

**Anticipated Start Date:** October, 2021 (Actual Date to Be Determined)

**SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS:** The purpose of this request for Quotes for Small Purchase (QSP) is to form a pool of Contractors from which the Authority may draw from to contract for electrical work.

**General Requirements:** As stated by the California’s Contractors State License Board (CSLB), “an electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose”. The Authority periodically requires Contractors to provide electrical inspections, repair and/or installation work such as, but not limited to, replacing electrical panels/breakers, electrical HVAC disconnects and fuses, ground fault circuit interrupter (GFCI) outlets, exhaust fans, interior and exterior light fixtures, coordination of services with PG&E or underground utility companies, exterior lighting (i.e. parking lot, street, pedestrian and flood lights), etc. This might include integrated building systems (IBS), or “voice/data/video” (VDV) with low-voltage installations, such as back-up power, climate controls, wireless networks, energy efficient lighting, telecommunications, and security systems. The Contractor shall obtain required building permits within the Stanislaus County and the cities within the County. The required building permits will be obtained by the Contractor, and the Authority will pay any fees associated with each permit. The Contractor provides electricity to any structure within a property’s boundary lines, including outdoor lighting. These electrical services may be provided during normal business hours and occasionally after hours at the Authority’s various properties located throughout Stanislaus County (Attachment 1 contains a list of the Authority’s major property addresses). The Authority will inform the Contractor of assignments that require Davis-Bacon or California State prevailing wage rates.

All work shall be inspected and signed off by the Authority Authorized Representative (such as “Project Manager”, “Asset Manager”, or “Designee”) before the work is deemed complete. An Authority work order must be attached to each invoice. No payment will be made until all work is completed to the satisfaction of the Authority’s Authorized Representative and is deemed complete.

**METHOD OF AWARD (TASK ORDER):** The Authority intends to form a pool of Contractors to draw from on an as-needed basis, and retains the right to contract with any Contractor as a result of this QSP, which shall occur in the following manner:

When the Authority has need of work, the Authority staff will contact the 1st-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable timeframe the Authority has established for that work (typically, “reasonable” shall be interpreted as meeting at the site within one (1) work day and beginning work within one

1. work day thereafter). If the 1st-ranked Contractor is not available, the Authority may then proceed to the next highest-ranked Contractor, and so forth, until the Authority has located an available Contractor.

**“TYPICAL” DEFINITION PERTAINING TO EMERGENCIES:** There are instances when it is not reasonable to wait for service, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. Such cases include fallen trees that create health and safety issues or similar dangerous situations (this is an example of course, not all inclusive). In such cases the Authority reserves the right to (and probably will) suspend the one- day required response time.

**PROVIDED SERVICES:** Each Contractor has, in response to this QSP, as a part of his/her quote submittal, submitted proposed unit and/or hourly fees for the various services and positions that will be needed to complete the work. Contractor submitted work estimates should contain:

**Repairs Required:** A complete list of all of the repairs/services that need to be and will be completed. Please note that after acceptance by the Authority, this list may only be revised in writing as approved by the Authority.

**Labor Hours:** The number of hours that the Contractor will require for each position to complete the required work.

**Materials Required:** The quantity, description and total price of any material required for the work assignment that is not provided by the Authority.

**LABOR RATES ALL-INCLUSIVE:** Unless otherwise provided for herein, the hourly labor fees quoted shall be all-inclusive all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; materials; insurance; licensing; employee costs, including benefits; etc.

**WARRANTY/GUARANTEE:** All work provided by the Contractor pursuant to any contract that ensues from this QSP shall be warranted or guaranteed by the Contractor for a period of time of not less than 180 days.

**QUANTITIES:** All quantities entered by the Authority herein are for calculating purposes only. The ensuing contract will be an Indefinite Quantities Contract (IQC), in that the Authority shall retain the right to form a pool of potential Contractor that the Authority may make awards to, on a task order basis, any amount of services the Authority requires.

**PRICE ESCALATION:** At the discretion of the Contracting Officer (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 California Prevailing Wage Rates or (b) HUD- Determined Wage Rates for the Authority (either used at the Authority’s discretion). For example, if, at the end of the first contract period the listed prevailing 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 CONTRACTOR:** The Contractor must notify the C o n t r a c t i n g O f f i c e r ( 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.

**HUD-DETERMINED AND/OR STATE PREVAILING WAGE RATES:** As may apply by statutes, regulations or laws, if, at any time during the ensuing contract period(s), the Authority needs the successful Contractor to provide services that require the successful Contractor to pay HUD- Determined or State Prevailing Wages Rates for a specific task order pertaining to the ensuing contract, then to compensate the successful Contractor for any amount when the applicable HUD- Determined or State Prevailing Wage Rates are greater than the portion of the applicable hourly fees listed within that the Contractor actually pays to each such person performing the work, as verified by payroll records the Authority shall pay the difference. Applicable wage rates can be found at:

HUD Determined Wage Required Yes☐ No ☒ Davis Bacon Wage Required Yes☒ No ☐ State Prevailing Wage Required Yes☒ No ☐

HUD 52158-Maintenance Wage Rate Decision for Routine Maintenance **(Attachment A)** DavisBacon: <https://sam.gov/wage-determination/CA20210009/6> (CA09, Residential, **Mod 6 dated 7/09/2021**)

California State Prevailing Wage:

<https://www.dir.ca.gov/OPRL/2021-1/PWD/Determinations/Subtrades/Shift/Shift-STA.html>

## GUARANTEED CONTRACT MINIMUM AMOUNT AND NOT-TO-EXCEED MAXIMUM AMOUNT: The

ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Authority to award to each responsive and responsible Contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: $250.00; (b) NMCA: $125,000.

**EXCEPTIONS PERTAINING TO THE GCMA:** The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 3 requests from the AUTHORITY to be available for work during the contract period.

**CONTRACT FORM:** The Authority will not execute a contract on the Contractor’s form--contract will only be executed on the Authority form and by submitting a proposal the Contractor agrees to do so (please note that the Authority reserves the right to amend this form as the Authority deems necessary). However, the Authority will consider any contract clauses that the Contractor wishes to include therein and submits in writing a request for the Authority to do so; but the failure of

the Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority’s contract form. It is the responsibility of each prospective Contractor to notify the Authority, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. the Authority will consider and respond to such written correspondence, and if the prospective Contractor is not willing to abide by the Authority 's response (decision), then that prospective Contractor shall be deemed ineligible to submit a proposal.

## 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 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 Authority, 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.

**RIGHT TO NEGOTIATE FINAL FEES:** The Authority shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated Contractor may, at the Authority 's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen a top-rated Contractor. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Authority shall retain the right to end such negotiations and begin negotiations with the next-rated Contractor. The Authority shall also retain the right to negotiate with and make an award to more than one Contractor, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

In performing all services, the Contractor shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations. If such compliance is impossible for reasons beyond its control, the Contractor shall immediately notify the Authority of that fact and the reasons therefore.

**CONTRACT CONDITIONS:** The following provisions are considered mandatory conditions of any contract award made by AUTHORITY pursuant to this QSP:

**REQUIRED CLAUSES:** At a minimum, the **Attachment B** "*AUTHORITY Purchase Order Terms & Conditions*" and "*HUD Table 5.1: Mandatory Contract Clauses for Small Purchases Other Than Construction*" will be applicable to any Purchase Order and/or Contract issued by the Authority.

**ASSIGNMENT OF PERSONNEL:** The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work. Contractor shall select and employ the replacement personnel.

**LABOR COSTS:** Quote will include inclusive billing rates for State prevailing wage rates, HUD- Determined Wage rates and non-prevailing wage rates.

**LICENSING AND INSURANCE REQUIREMENTS:** Prior to award (but not prior to submission of the proposal) the Contractor will be required to provide:

## Licensing: Contractor must hold a valid California Contractor’s and/or Business License for the appropriate trade listed in this QSP with all appropriate bonding and insurance required by the State of California and have the ability to obtain all required permitting either through local, state and federal agencies and being in

**good standing with all governing agencies. The Contractor shall provide to the AUTHORITY copies of these and any other required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.**

## Proof of Insurance: Contractor shall maintain throughout the course of any Contract resulting from this Request for Quotes for Small Purchase (QSP), at a minimum, insurance coverage shown on Attachment D. Proof of such coverage must be presented to the AUTHORITY upon request.

**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.

## PERFORMANCE SPECIFICATIONS

**COMPANY STANDARDS**

* 1. Contractor shall possess the appropriate Contractor’s license issued by the California Contractors State License Board for all work performed.
	2. Contractor shall provide detailed work orders indicating what problems were discovered and what labor, services and materials were provided.

## PERSONNEL STANDARDS

1. Services shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.
2. Contractor’s employees shall wear clearly visible identification while performing duties.
3. All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party. If any of the Contractor’s personnel are not satisfactory to the Authority or its’ managers, Contractor shall replace such personnel with those who are satisfactory.
4. Contractor shall use all reasonable care, consistent with his/her right to manage and control his/her operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conductive to any labor complaints, troubles, safety issues, disputes or controversies at the owner’s place of business or which interfere or are likely to interfere with the operations of business.
5. Contractor shall immediately give such notice to the CO to be followed by written reports, as shall be reasonably necessary to advise the manager of any and all impending or existing labor complaints, troubles, disputes, or controversies and the progress thereof that Contractor, in his/her opinion, believes may interfere with the operation of the business. Contractor shall use his/her best efforts to resolve any such complaints, troubles, disputes, or controversies.

## SUPERVISION

1. Contractor shall furnish the necessary qualified supervision to oversee all operations.
2. Contractor shall be available to attend a minimum of two meetings per year with the CO or his/her designee, to coordinate, plan and discuss the contracted services performance.

## EQUIPMENT

Contractor shall furnish all equipment necessary to perform the services in accordance with these specifications, and warrants that all equipment will be of such type as to cause no hazard or danger.

## PROPERTY DAMAGES

Contractor shall be responsible for any damages to Housing Authority property, damaged as a result of the actions of the Contractor, his/her employees and/or equipment. All repairs of damages shall be at the Contractor’s expense.

**NON-COLLUSION:** Contractor shall complete an affidavit in proof that he/she has not entered into any collusion with any person in respect to this quote or any other quote or the submitting of quotes for the contract for which this quote is submitted.

**SECTION 3 CONTRACT:** The work to be performed under this contract is on a project assisted under a program receiving direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968 which requires that, to the greatest extent feasible, opportunities for training and employment will be given to residents of the area of the Section 3 covered project. **(Attachment D)**

## AWARD OF THE CONTRACT:

Subject to Other Documents. The contract is subject to the terms and conditions of the State of California as they exist at the time the agreement is signed.

Conflict of Interest. The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.

Responsibility. It shall be the responsibility of the Contractor to see that his/her quote is received by AUTHORITY by the date and time set forth for the opening of the quotes. Quotes received after the time stated shall not be considered.

Rejection of Proposals. AUTHORITY reserves the right to accept or reject any or all proposals, which are determined to be non-responsive.

## ATTACHMENTS

Attachment A: HUD 52158-Maintenance Wage Rate Decision for Routine Maintenance Attachment B: *AUTHORITY Purchase Order Terms & Conditions*" and "*HUD Table 5.1:*

*Mandatory Contract Clauses for Small Purchases Other Than Construction*"

Attachment C: Housing Authority Insurance Requirements Attachment D: HACS Section 3 Form and Explanation Attachment E: HACS MWBE Contractor Information Over $10K

Attachment F: Form HUD-5370-EZ: General Contract Conditions for Small

# MASTER AGREEMENT

HA (herein “Lead Public Agency” on behalf of itself and local governments in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for Plumbing Services. All proposals submitted in response to this solicitation must conform to all of the

requirements and specifications outlined within this document and any designated attachments in its entirety.

# OBJECTIVES

1. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
2. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
4. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems;
6. Provide Participating Public Agencies with environmentally responsible products and services.

## HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS QUOTE FORM

Due to the estimated cost of this procurement falling under the State and Federal Small Purchase Threshold of

$150,000.00, the Authority is procuring these services using a non-formal request for Quotes for Small Purchase (QSP) process. This informal QSP process means formal Request for Proposals (RFP) requirements and formal protest procedures do not apply (i.e., bid bonds, public bid opening, etc.). The Authority reserves the right to issue modifications to this QSP at any time, award the proposed project to more than one firm, reject any or all quotes, and ask for any clarifications or verifications from Proposers at any time.

**QUOTE:** The Housing Authority is only requesting that this page and any additional documents referenced therein be submitted by the due date as indicated in the QSP. A single copy may be submitted electronically to **quotes@stancoha.org**By submitting a quote response, the Contractor agrees to abide by all applicable laws, ordinances, and regulations.

1. Base Quote - The undersigned, being familiar with local conditions affecting the cost of work, and with the specifications, found in the QSP, Quote Form, General Scope of Work, and Addenda, if any thereto, as prepared by and on file in the offices of the Housing Authority of the County of Stanislaus, Modesto, California, hereby proposes to furnish all labor and services required to complete the work, all in accordance with the Specifications, for the amount(s) of:

Total hourly cost to provide the services as described in this solicitation including, but not limited to employee wages and costs, tools, equipment, licensing, and insurance, etc.

**Non-Prevailing Wage Rates**

Regular: $ /hr. Overtime: $ /hr.

**Davis-Bacon Wage Rates**

Regular: $ /hr. Overtime: $ /hr.

**California State Prevailing Wage Rates**

Regular: $ /hr. Overtime: $ /hr.

1. In submitting this quote, it is understood that the right is reserved by the Housing Authority of the County of Stanislaus to reject any and all quotes. If written notices of the acceptance of this quote is mailed, faxed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this quote is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the contact is presented for signature.

**Quote Submitted By:**

**Company: Date:**

**By (Print Name): Email:**

**Address: Telephone:**

**City, State, Zip: Fax: \_**

**Signature: Authorized Principal or Officer**