

**Quotations for Small Purchases (QSP)
CONDITIONS TO QUOTE – NON CONSTRUCTION**



Solicitation No. QSP-19221-163

Date: August 13, 2019

Project Description: Janitorial Services – Group 4

INTRODUCTION

The Housing Authority of the County of Contra Costa (hereinafter, "HACCC") is a public entity that provides federally subsidized housing and housing assistance to low-income families within the County of Contra Costa. HACCC is governed by a six-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and HACCC's procurement policy. An Executive Director is appointed by the Board and is responsible for managing the daily operations of the agency with a budget of approximately \$180 million and a staff of 88.

HACCC owns and manages 963 public housing units and 17 affordable tax credit developments. HACCC also manages approximately 9,000 families through the Housing Choice Voucher Program and Continuum of Care Grants.

In keeping with its mandate to provide efficient and effective services, HACCC is now soliciting Quotation for Small Purchases (QSP) from qualified, licensed, and insured entities to provide services to HACCC as listed below. All bids 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.

Accessing the QSP Solicitation
All solicitations are posted on our website at www.contracostahousing.org go to (Purchasing and click, you will see the solicitations listed) and on our internet e-Procurement System at ha.economicengine.com . In order to review and submit proposal pricing for our solicitations, you must first register for free access to review and submit pricing for HACCC solicitations at ha.economicengine.com . (HACCC Company ID: 11057.) If you have any problems registering or using the internet e-Procurement System, contact the site administrator at 1-859-335-5306 or via email at Larry.t.hancock@gmail.com .
Responding to the QSP Solicitation - Entry of Proposed Fees
Quoters must submit proposed pricing only through our internet e-Procurement System. HACCC will not accept proposed pricing verbally, by mail, telephone or fax!
Contact Person for Procurement & Solicitations
HACCC Contracting Official for Procurement & Solicitations is: Cynthia E. Simpson, Director of General Services, Procurement Agent (PA) Telephone (925) 957-8040, TDD (925) 957-1685, Email: csimpson@contracostahousing.org
Pre-Bid Conference Meeting
Friday, September 6, 2019, at 10:00AM (Pacific Time) Pittsburg Office – 875 El Pueblo Avenue, Pittsburg, CA 94565
Contact for Project Information
Cynthia E. Simpson, Director of General Services Phone (925) 957-8040, Email: csimpson@contracostahousing.org OR Julian Ignacio, Purchasing Assistant Phone (925) 957-8059, Email: jignacio@contracostahousing.org
Bid Due Date
Each quoter shall submit his/her proposed costs, prior to the posted deadline, as provided for herein. HACCC reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the PA, it is in the best interests of HACCC to do so. Submit Quotes no later than 2:00 P.M. (Pacific Time) on Tuesday, September 17, 2019.



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- 1.0 **Applicability:** By submitting a quote to HACCC, the firm or individual doing so (hereinafter, "the quoter") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, *Table 5.1, Mandatory Contract Clauses for Small Purchases other than Construction*, which is attached hereto.

- 2.0 **HACCC Reservation of Rights:** HACCC reserves the right to:
 - 2.1 **Right to Reject, Waive, or Terminate the QSP.** 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 HACCC to be in its best interests.
 - 2.2 **Right to Not Award.** Not to award a contract pursuant to this QSP.
 - 2.3 **Right to Terminate.** Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 days written notice to the successful proposer (s).
 - 2.4 **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this QSP.
 - 2.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 30 days subsequent to the deadline for receiving proposals without the written consent of HACCC Procurement Agent (PA).
 - 2.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
 - 2.7 **Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this QSP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
 - 2.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this QSP.
 - 2.9 **Right to Prohibit.** At any time during the QSP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com, e-Procurement Marketplace (hereinafter, the "e-Procurement Internet System") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the e-Procurement Internet System, and further agrees that he/she will inform the PA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by HACCC that he/she feels needs to be addressed.
 - 2.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** The e-Procurement Internet System (ha.economicengine.com) is the only official and appropriate venue to obtain the competitive solicitation documents on behalf of HACCC (and any other information pertaining to the competitive solicitation such as addenda). According, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information from (ha.economicengine.com) the e-Procurement Internet System. Any other



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Solicitation No. QSP-19221-163

Date: August 13, 2019

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group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the e-Procurement Internet System (ha.economicengine.com) to obtain the documents. HACCC will reject without consideration any response submitted from a firm that has not obtained the documents from the e-Procurement Internet System (ha.economicengine.com).

- 3.0 **Quoter's Responsibility:** Each quoter must carefully review and comply with all instructions provided herein, provided within any named attachments and those provided within this QSP.
- 4.0 **Hold Price/Non-Escalation:** By submitting a quote, and whereas the quote sum submitted is a firm-fixed quote, each quoter thereby agrees to "hold" or not increase the proposed quote prices during the term of the work.
- 5.0 **Purchase Order (PO) and/or Contract:** HACCC will procure the applicable goods or services by issuance of a PO/Contract and/or an HACCC Contract. By submitting a quote, the successful quoter thereby agrees to confirm receipt of the PO/Contract in the manner directed by HACCC.
 - 5.1 **Award Criteria:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the PA, award shall be made to the most responsive and responsible quoter that submits the lowest cost.
- 6.0 **Invalid or Alternate Quotes:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to HACCC, may invalidate the quote submitted. Furthermore, HACCC shall reserve the right to reject, without consideration, all quotes that do not meet the requirements of this QSP.
- 7.0 **Shipping Costs:** Each quoted sum submitted shall include completion of the specified services at HACCC site or location, as specified within this QSP and on the PO/Contract issued.
- 8.0 **Assignment of Personnel:** HACCC shall retain the right to demand and receive a change in personnel assigned by the successful quoter to provide services to HACCC if HACCC believes that such change is in the best interest of HACCC and the completion of the work or any provision of the items.
- 9.0 **Unauthorized Sub-Contracting Prohibited:** The successful quoter 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 ensuing PO/Contract) without the prior written consent of the PA. Any purported assignment of interest or delegation of duty, without the prior written consent of the PA shall be void and may result in the cancellation of the PO/Contract with HACCC.
- 10.0 **Licensing and Insurance Requirements:** Prior to award (but not as a part of the quote submission) the *successful quoter* will be sent via an e-mail, a "Vendor-Contractor Packet", from the Procurement Department requesting specific documents and information, some of which is listed in the following:
 - 10.1 An original certificate evidencing the quoter's current industrial Worker's Compensation Insurance carrier and coverage amount, if applicable;



**Quotations for Small Purchases (QSP)
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Solicitation No. QSP-19221-163

Date: August 13, 2019

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- 10.2 An original certificate evidencing General Liability Insurance coverage, naming HACCC as an additional insured, together with the appropriate endorsements to said policy reflecting the addition of HACCC, 3133 Estudillo Street, Martinez, CA 94553 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 deductible of not greater than \$1,000;
 - 10.3 An original certificate evidencing the quoter's Automobile Insurance coverage, naming HACCC as an additional insured, together with the appropriate endorsements to said policy reflecting the addition of HACCC, 3133 Estudillo Street, Martinez, CA 94553 as an additional insured under said policy 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.
 - 10.4 A copy of the Contractors Business License allowing the Contractor to provide such services within the jurisdiction of the County of Contra Costa or the appropriate city/town.
 - 10.5 A copy of the Contractor's License issued by the State of California licensing authority allowing the Contractor to provide the services detailed herein. (If applicable)
 - 10.6 A valid and current W-9 Document (Taxpayer ID number and Certification).
- 11.0 **Documents That Apply to This QSP:**
These 'Conditions To Quote' are as noted on the internet e-Procurement system;
www.ha.economicengine.com.
- 11.1 HUD for Table 5.1, Mandatory Contract Clauses for Small Purchases Other than Construction: (Attachment A).
 - 11.2 Section 3 Business Preference Documentation (Optional Item): For any quoter claiming a Section 3 Business Preference, please read (Attachment B), as it also includes the Section 3 Certification Forms. If a quoter is claiming Section 3 Business Preference, he/she must fully complete and execute these forms and submit them to HACCC Procurement as part of their bid.
 - 11.3 HACCC reserves the right to require the successful contractor to utilize any form required by HUD to complete the required work and by submitting his/her quote each contractor agrees to do so at no additional charge.



Quotations for Small Purchases (QSP)
CONDITIONS TO QUOTE – NON CONSTRUCTION



Solicitation No. QSP-19221-163

Date: August 13, 2019

Project Description: Janitorial Services – Group 4

12.0 SCOPE OF WORK (SOW) TECHNICAL SPECIFICATIONS:

HACCC is seeking bids from qualified contractors that can provide janitorial services at all the sites listed. Bidders should address the scope and specifications described under the "Scope of Work" for an initial contract term of one (1) year, with the option to extend for two (2) additional two-year periods for a total of five (5) years.

The following identifies the detailed services to be provided at multiple locations but may be expanded based on HACCC's need. The Bidder(s) shall render services on a regular schedule and on an as-needed basis. The Bidder(s) will be required to provide all labor, materials, equipment, transportation, and insurances, necessary to provide janitorial services for the following locations:

1. Casa Serena Office – 1015 Clearland Circle, Bay Point, CA 94553
2. Pittsburg Office – 875 El Pueblo Avenue, Pittsburg, CA 94565

13.0 Technical Specifications:

13.1 On-going Regularly Scheduled Janitorial Service Fees:

Provide according to schedule, the following minimum services to all office locations as required for each visit for on-going regularly scheduled janitorial services. Cleaning services to be performed during HACCC business hours between 8:00 a.m. - 4:00 p.m. per the detailed schedules located in Table No. 1. The costs of these services provided will be charged per month by the contractor, since some properties will require various schedules as well as multiple visits in each month.

13.2 Lobby/Entryways

- 13.2.1 Vacuum/sweep and wet mop all hard surface floors;
- 13.2.2 Vacuum and spot clean all carpeted areas.
- 13.2.3 Empty and damp wipe sand urns & waste containers outside of entry doors.
- 13.2.4 Clean entry door thresholds on floor.
- 13.2.5 Vacuum, clean, disinfect furniture.
- 13.2.6 Pick up walk-off mats, clean floor, replace, vacuum and clean walk-off mats located next to exit/entry doors.
- 13.2.7 Clean interior & exterior windows in lobby.

13.3 Elevators

- 13.3.1 Clean & disinfect interior and exterior wall surfaces.
- 13.3.2 Vacuum/sweep and wet mop hard surface floor.
- 13.3.3 Vacuum carpet & remove spots & stains.
- 13.3.4 Clean elevator floor tracks.
- 13.3.5 **Elevator Locations:**

There are no elevators located at the properties.

13.4 Restrooms: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by HACCC and shall be closely monitored.

- 13.4.1 Empty, clean, disinfect trash cans and replace can liners.
- 13.4.2 Refill dispensers (soap & all paper products).
- 13.4.3 Clean & disinfect all dispensers.



Quotations for Small Purchases (QSP)
CONDITIONS TO QUOTE – NON CONSTRUCTION



Solicitation No. QSP-19221-163

Date: August 13, 2019

Project Description: Janitorial Services – Group 4

- 13.4.4 Clean & disinfect sinks, counters, & faucets.
 - 13.4.5 Clean & disinfect urinals inside & out; replace urinal blocks weekly and replace all air fresheners monthly.
 - 13.4.6 Clean & disinfect toilets & seats inside & out.
 - 13.4.7 Clean mirrors.
 - 13.4.8 Clean & disinfect ceramic tile & painted walls.
 - 13.4.9 Clean & disinfect stall metal partitions.
 - 13.4.10 Clean & disinfect push & kick door plates.
 - 13.4.11 Clean & disinfect entry/exit doors & louvers.
 - 13.4.12 Sweep, wet mop & disinfect floor using "Double Mopping Method".
 - 13.4.13 Clean shower stalls when a shower is installed.
 - 13.4.14 Pour 1 cup of disinfectant down all floor drains; make sure floor drains are not empty as to create sewer gasses.
- 13.5 Stairways**
- 13.5.1 Sweep, damp mop hard covered floor stairs & landings and/or vacuum carpeted stairs & landings.
 - 13.5.2 Wipe clean & disinfect hand railings.
 - 13.5.3 Spot clean walls.
 - 13.5.4 Clean stairwell of cobwebs.
 - 13.5.5 Clean/disinfect entry/exit doors.
- 13.6 Lunchroom/Kitchens:** Maintaining a sanitary kitchen environment that minimizes the possibility of cross-infection is considered of the highest priority by HACCC and shall be closely monitored.
- 13.6.1 Empty, clean, disinfect trash cans and replace can liners.
 - 13.6.2 Clean, disinfect all lunchroom furniture.
 - 13.6.3 Clean, disinfect countertops, sinks, and faucets.
 - 13.6.4 Clean, disinfect exterior of refrigerators.
 - 13.6.5 Clean & disinfect interior of refrigerators (on work Fridays only).
 - 13.6.6 Clean & disinfect exterior & interior of microwaves.
 - 13.6.7 Refill & replace all consumable products (soap and paper towels)
 - 13.6.8 Sweep, wet mop & disinfect floor using "Double Mopping Method".
 - 13.6.9 Clean, disinfect stove tops and stove ovens.
- 13.7 Offices/Conference Rooms/Community Rooms/Mail Rooms**
- 13.7.1 Empty, clean, disinfect trash cans and replace can liners.
 - 13.7.2 Clean, vacuum, disinfect furniture and tabletops.
 - 13.7.3 Sweep, vacuum, spot clean carpet, disinfect & mop floors.
- 13.8 Laundry Rooms**
- 13.8.1 Sweep, mop and disinfect floors.
 - 13.8.2 Clean & disinfect all exteriors/interior surfaces of washers and dryers.
 - 13.8.3 Clean lint trap for dryers and soap dispensers for washers.
 - 13.8.4 Clean & disinfect counters, furniture, sinks and sink hardware.
 - 13.8.5 Clean interior & exterior of windows.
 - 13.8.6 Vacuum, clean door louvers and vents.



Quotations for Small Purchases (QSP)
CONDITIONS TO QUOTE – NON CONSTRUCTION



Solicitation No. QSP-19221-163

Date: August 13, 2019

Project Description: Janitorial Services – Group 4

13.8.7 Clear room of cobwebs.

13.9 **Additional Specifications/Requirements:** The successful proposer will be required to abide by and comply with the following:

13.9.1 **Call-Back Response:** The contractor shall, if directed by the designated HACCC Management Staff, respond to the site within 2 hours of being notified that corrections need to be made. In the case of an emergency (i.e. spills or bodily-function cleanups, typically in senior developments), if the contractor does not already have someone on-site, the contractor shall respond within 2 hour to address the issue.

13.9.2 **Service, Material and Equipment Responsibilities:** The contractor shall be required to provide all permits; licensing; insurance; knowledge; workers (18 years or older!); labor; supervision; vehicles; equipment; machinery; tools and cleaning supplies needed to provide the required services.

13.9.3 **Additional Work Outside of the Contract:** Additional work may be performed by the Contractor if HACCC has been given a written estimate by the Contractor to perform the additional work at which time HACCC Management staff will then generate a Purchase Order (PO) and send it to the Contractor. Once the Contractor receives the PO, the work can then be performed. The additional work from the contractor must have the PO listed on the invoice and will be identified as "Additional Work" with a date and description included of the work that was performed.

13.9.4 **Emergency Additional Work Outside of the Contract: (EXCEPTION):** HACCC Management staff may, in the case of an emergency affecting the health, safety or welfare of HACCC residents, staff or the public, give the Contractor verbal permission to proceed—however, the Contractor shall, by 10:00 a.m. the next business day, in writing, recap such verbal permission and deliver such by e-mail or in person to the HACCC Management staff and gain his/her written signature acknowledging such.) Failure to abide by this requirement shall cause the Contractor to be fully liable and financially responsible for the work performed, which means that HACCC shall have no obligation to pay for the work performed.

13.9.5 **Emergency Situations:** The Contractor must inform HACCC Property Manager (immediately by telephone, and then within 24 hours thereafter in writing) of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the Contractor or his/her employee.]

13.9.6 **Cleaning Supplies:** Janitorial contractor will provide HACCC with approved cleaning supplies and consumables. The contractor will generate a listing of the cleaning chemicals that will be used to perform the work on HACCC properties. The Janitorial contractor will provide chemical information sheets (MSDS/SDS) to HACCC property managers upon request.



**Quotations for Small Purchases (QSP)
CONDITIONS TO QUOTE – NON CONSTRUCTION**



Solicitation No. QSP-19221-163

Date: August 13, 2019

Project Description: Janitorial Services – Group 4

- 13.9.7 **Normal Business Hours:** Unless prior written permission is given by HACCC, all work will be performed and completed during normal business hours (Monday through Thursday and alternate Fridays, excluding Holidays, 8:00 a.m. to 4:00 p.m.).
- 13.9.8 **Personal Space -** Janitorial employees will not touch HACCC employee’s desk, files and/or personal space.
- 13.9.9 **Janitor Dress Code:** Janitorial employees must wear a uniform shirt with their name and the name of the company that employs them.

14.0 Specific Days of Service for Each Property (Note this is a tentative schedule that may or may not change at HACCC's discretion). ****NOTE**ALL INDICATED SQUARE FOOTAGE IS ESTIMATED ALL INCLUSIVE TOTAL BUILDING SPACE. (It does not mean that all square footage listed is cleanable space).**

14.1 Entry of Proposed Price(s): The proposed fees shall be submitted by the proposer and received by HACCC where provided on the noted Internet e-Procurement System only. The System will automatically calculate the listed/entered quantities multiplied by the proposed unit fees entered. A proposer must enter a proposed fee for each item--a "No Charge" will not be allowed for any item. **A proposed fee of at least a minimum of \$0.01 is required for each of the Pricing Items. A blank, "no bid", or \$0.00 cannot be accepted for any of the Pricing Items on our internet e-Procurement System.** The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; overhead; profit; supplies; materials; licensing; insurance; etc.

15.0 Price: Lot #1. Provide Monthly Cost for each separate office for on-going, regularly scheduled Janitorial services as outlined in section 13.0 (Technical Specifications) and as scheduled Table No. 1 of this document. Provide price, where provided, for each office only on-line via our e-Procurement System.

[Table No. 1]

QSP Section	Lot No.	Item No.	Monthly Cost	Description
15.1				Lot #1: On-going, Regularly Scheduled Janitorial Monthly Service
15.1.1	1	1		Casa Serena Office , 1015 Clearland Circle, Bay Point, CA 94553: Service on Thursday during the business hours 8:00 a.m. - 4:00 p.m. 1 Restroom 1 Community Room 1 Kitchen 1 Laundry Room HD wall offices Office Sq. Ft.:1,950



**Quotations for Small Purchases (QSP)
CONDITIONS TO QUOTE – NON CONSTRUCTION**



Solicitation No. QSP-19221-163

Date: August 13, 2019

Project Description: Janitorial Services – Group 4

15.1.2	1	2			Pittsburg Office 875 El Pueblo Ave., Pittsburg, CA 94565: Service on Monday & Wednesday during the business hours 8:00 a.m. - 4:00 p.m. 4 Restrooms 1 Kitchen 1 Lobby HD wall & open offices 1 Maintenance Mtg. Room 1 Conference Room 1 Copy Room 1 Fax Room Office Sq. Ft.:3,262
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15.2 Price: Lot #2 - Provide price for one Janitor for one hour. What is your Janitor per hour rate charge? Enter Price, where provided, online via our e-Procurement System.

[Table No. 2]

QSP Section	Lot No.	Item No.	Janitor Hourly Rate Charge	Description
15.2	2	1		Lot #2: What is your Janitor Per Hour Rate Charge? Enter Price online via e-Procurement System .

15.2.1 Quantities: HACCC reserves the right to, at its own discretion, order any amount of services it needs.

15.2.2 Pertaining to the Additional Potential Labor, Pricing Items Lot #2: This pricing is for work that HACCC may require that is not already specifically identified within Pricing Items Lot# 1.

16.0 HUD Maintenance Wage Rates Determination (MWRD): HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), HACCC must ensure that contractors do not pay its employees that perform such work for HACCC at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within the following Table No. 3. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available to either HACCC 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.



**Quotations for Small Purchases (QSP)
CONDITIONS TO QUOTE – NON CONSTRUCTION**



Solicitation No. QSP-19221-163

Date: August 13, 2019

Project Description: Janitorial Services – Group 4

QSP Section	Classification	Basic Wage	Fringe Benefits
16.1	Janitor	\$15.64	\$7.51

16.2 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by HACCC, including the QSP document, the documents listed within Section 11.0, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the PA to exclude any of HACCC requirements contained within the documents may cause that proposer to not be considered for award.

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

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

18.0 Pre-proposal Conference: The scheduled pre-proposal conference identified as ATTACHMENT C of this document is, pursuant to HUD regulation, not mandatory. The purpose of this conference is to assist prospective proposers in having a full understanding of the QSP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference HACCC will conduct an overview of the QSP documents, including the attachments. Prospective proposers may also ask questions, though the PA may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to view the properties to be serviced and review the QSP documents, attendees should bring a copy of the QSP documents to this conference; however, HACCC will not distribute at this conference any copies of the QSP documents.

18.1 Please refer to ATTACHMENT C for the dates, tour times and property locations of the offices to be serviced.



ATTACHMENT A

*HUD for Table 5.1, Mandatory Contract Clauses for Small
Purchases Other than Construction*

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

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.

ATTACHMENT B

*Section 3 Business Preference Information, Documentation &
Forms - (Optional Item)*

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____
 Name Of Company: _____
 Dollar Value Of All Contracts Proposed: _____
 Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

DATE: _____

 Signature Date Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES
(cont'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____
 ADDRESS: _____
 PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

 Signature Date Printed Name

SECTION 3 BUSINESS PREFERENCE CLAUSE

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.
- 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 (i) 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).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

HACCC has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that HACCC may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by HACCC; or
- (b) not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

"X" = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

ATTACHMENT C

*HACCC Schedule for Bid Walks and Bid Due Dates for QSP-
19221-160 thru 163*

Schedule for Bid Walks and Bid Due Dates for each of the listed QSP's

QSP-19221-160 Janitorial Services – Group 1

QSP-19221-161 Janitorial Services – Group 2

QSP-19221-162 Janitorial Services – Group 3

QSP-19221-163 Janitorial Services – Group 4

QSP-19221-160 Janitorial Services – Group 1

Bid Walk Date & Time: August, 27, 2019 at 10:00am (Pacific Time)

Bid Walk Meeting Location: 3133 Estudillo Street, Martinez, CA 94553

We will view the offices in the order provided below:

1. HACCC Central Office, 3133 Estudillo Street, Martinez, CA 94553
2. Martinez Housing Management Office - 3133 Estudillo Street, Martinez, CA 94553
3. Hacienda Office- 1111 Ferry Street, Martinez, CA 94553
4. Martinez HCV-Section 8 Office - 2870 Howe Road, Martinez, CA 94553

Bid Submission Due Date: September, 17, 2019 no later than 2:00pm (Pacific Time)

QSP-19221-161 Janitorial Services – Group 2

Bid Walk Date & Time: August, 29, 2019 at 10:00am (Pacific Time)

Bid Walk Meeting Location: 990-A Rosemary Lane, Oakley, CA 94561

We will view the offices in the order provided below:

1. Oakley Office - 990-A Rosemary Lane, Oakley, CA 94561
2. Casa Del Rio Office – 615 West 7th Street, Antioch, CA 94509
3. Elder Winds Office – 2100 Buchanan Avenue, Antioch, CA 94509

Bid Submission Due Date: September, 17, 2019 no later than 2:00pm (Pacific Time)

QSP-19221-162 Janitorial Services – Group 3

Bid Walk Date & Time: September 4, 2019 at 10:00am (Pacific Time)

Bid Walk Meeting Location: 100 Austin Court, San Pablo, CA 94806

We will view the offices in the order provided below:

1. Kidd Manor Office – 100 Austin Court, San Pablo, CA 94806
2. San Pablo Office – 2324 College Lane, San Pablo, CA 94806
3. Rodeo Office – 2 California Street, Rodeo, CA 94572

Bid Submission Due Date: September, 17, 2019 no later than 2:00pm (Pacific Time)

QSP-19221-163 Janitorial Services – Group 4

Bid Walk Date & Time: September 6, 2019 at 10:00am (Pacific Time)

Bid Walk Meeting Location: 875 El Pueblo Avenue, Pittsburg, CA 94565

We will view the offices in the order provided below:

1. Pittsburg Office – 875 El Pueblo Avenue, Pittsburg, CA 94565
2. Casa Serena Office – 1015 Clearland Circle, Bay Point, CA 94553

Bid Submission Due Date: September, 17, 2019 no later than 2:00pm (Pacific Time)