



A Joint Powers Agency

**MEMBERS**

City of Sacramento

County of Sacramento

Housing Authority of the  
City of Sacramento

Housing Authority of the  
County of Sacramento

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# **Sacramento Housing and Redevelopment Agency**

## **Attachment A – For Addendum No. 1**

## **Documents Due with Proposal**

**IFB No. 1973-DD**

**Under \$10,000 Qualified Vendor List**

**Issued: December 4, 2019**

**Revised: January 10, 2020**

Sacramento Housing and Redevelopment Agency  
Procurement Services – 2<sup>nd</sup> Floor  
801 12<sup>th</sup> Street  
Sacramento, CA 95814

**Buyer:**

**Phone:**

**E-Mail:**

Dina D. Dennis

(916) 440-1342

[ddennis@shra.org](mailto:ddennis@shra.org)

## **SECTION 00150 - THE PROJECT AND SCOPE OF SERVICES**

### **INTRODUCTION**

The Sacramento Housing and Redevelopment Agency (Agency), on behalf of the Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento (HA), and its constituent entities is issuing a Request for Qualifications (RFQ) from service vendors and contractors licensed by the State of California Contractors State License Board (CSLB) interested in providing maintenance and construction services outlined in Section 00175 – List of Services. This solicitation is intended to provide these services for the Agency's Public Housing programs; however the resulting service contracts may be used by any division/department within the Agency. It is the intent of the Agency to contract with multiple contractors to provide these services for vacant and occupied locations throughout the City and County of Sacramento, California. The services may also be used for those special projects the Agency takes on in targeted communities and administers federal and local funds for a variety of community service programs.

### **SCOPE OF SERVICES**

The Contactor shall furnish and maintain the necessary services, supervision, labor, materials, equipment and supplies to provide and complete Task Order Contracting – Multiple Trades at various locations within the City and County of Sacramento. As directed by the Agency, the selected contractors shall perform the following tasks:

- Receive electronic Task Orders of services needed;
- Provide a quote to the issuing property;
- Perform work per requirement of task order;
- Provide ongoing communication with the Agency while work is in progress;
- Provide final inspection permit folder (when a permit is required) to issuing property.

Contractors will be notified of each project through an electronic Task Order (Section 00800) on a rotating basis. The Contractor should visit the unit(s) after notification in order to determine a fair and reasonable firm-fixed bid price. If a reasonable price cannot be reached with the selected Contractor the Agency may go to the next qualified Contractor on the list and solicit a bid. Awarded Contractors shall perform the services per task requirements stated below, the Technical Specifications and within the time frame indicated on the Task Order. If the Contractor is unable to perform the tasks during the required timeframe, the Contractor shall indicate that on the Task Order or the Agency can issue the Task Order to the next qualified Contractor.

The Agency owns approximately 3,000 housing units throughout the City and County of Sacramento, ranging in size from studio to five bedroom units. There are ten (10) Communities that make up these housing units. There are also two administration buildings that may use the services of this Qualified List. Those Communities will process requests for services through the issuance of an electronic Task Order via DocuSign. The HA cannot determine the actual number or frequency of Task Orders that may occur during the contract term.

Specific processes are detailed below.

#### **A. Task Order Process Requirements:**

Each Community will contact the next contractor on the list via electronic Task Order. Contractor shall return the Task Order with a quote. Once the quote has been approved by the HA the site will arrange

a Notice to Proceed. No work shall be done until the Contractor receives a Notice to Proceed. The Agency reserves the right to cancel any Task Order before the Notice to Proceed has been issued.

**B. Contractor Obligation To Obtain All Required Licenses And Permits:**

Prior to the Notice to Proceed start date, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the city, county, parish, or state in which the buildings are located to:

1. Provide required insurance certificates and pay any fees or costs involved or related to providing services specified under the contract. Copies of all insurance certificates must be provided and approved by the Agency before the contract can route. An updated insurance certificate is required to be on file with the Agency at all times;
2. Maintain current, valid copies of all licenses, permits, and certifications described in this contract. The procurement analyst and all other authorized Agency personnel shall have the express authority to examine these documents upon request at any time during the duration of this contract. The Contractor shall make them available within 24 hours of request by such authorized Agency personnel. For all tree related services, the Contractor is required to adhere to all nesting and migrating ordinance in the city and county;
3. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial service within the entire geographic area covered under this contract prior to performing any work under the contract;
4. Failure by the Contractor to obtain all required licenses prior to the contract start date shall be grounds for termination for default. Failure by the Contractor to renew licenses and permits upon their expiration may result in termination for default;
5. The Contractor is responsible for the contract employees having all required certification credentials in their possession at all times while on the protected premises.

**C. Unit Inspection/Access:**

The site representative will arrange with the Contractor a time to view the project.

The Contractor will be responsible for inspecting the available unit(s) or job site in order to determine a fair and reasonable firm-fixed bid price. The Contractor shall inspect the existing conditions to determine the scope of the work, and the subsequent bid for the work. It is the responsibility of the Contractor to provide sufficient staffing to ensure the contract is performed within the timelines set forth in this Scope of Services.

Failure to inspect the unit(s) will not release the Contractor from the responsibility of knowing the unit(s) existing conditions, and how it will influence their quote.

The Contractor will be informed on the Task Order if there is a lockbox at the unit or if they will need to pick up the unit key from the Community office. Lockboxes will contain a key to access the vacated unit for the Contractor's inspection. The vacated unit keys are to be returned to the lockbox immediately upon completion of inspection. Each Agency representative will make arrangements with the selected contractors concerning access to gated communities.

No trip charges (compensation) will be paid to Contractors for units that do not have a lockbox or unit key upon arrival to view a unit for bidding purposes. If the lockbox or unit key is missing, the Contractor is to inform the Agency representative no later than 8:00 a.m. on the business day following notification. The Contractor has the choice of bidding the unit "sight unseen"; however, the Contractor is cautioned

that all risk is assumed by the Contractor. Task Orders will be awarded for bids submitted “sight unseen,” or they will be re-bid the next business day if no bids are received.

The HA has taken safeguards to provide the most accurate Task Order notification information possible pertaining to the scope of work and its condition. However, the Agency cannot guarantee that information will be free from error and the Agency will not be responsible for erroneous information provided through the Task Order notification process. Contractors will assume all risk if unit is bid “sight unseen.”

The Agency assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Agency. Nor does the Agency assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. Claims of not understanding the scope and intent of the Technical Specifications SHALL NOT be considered reasonable grounds for any increase in the contract amount after the bid(s) are awarded.

**D. Task Order Submittal:**

Task Orders shall be returned within 48 hours of issuance. If a Task Order is not returned, the Site Representative may cancel that Task Order and send a Task Order to the next Contractor on the Qualified List.

The Agency reserves the right to consider and/or accept a late modification to the lowest responsive quote which makes its terms more favorable.

Quotes may be withdrawn at any time before the Notice to Proceed has been issued.

**E. Award:**

If the quote for a specific Task Order exceeds the Agency's available funding for the proposed work, the Agency may solicit a quote from the next Contractor on the Qualified List or may cancel the Task Order.

The Agency may reject any and all quotes, accept other than the lowest quote (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in quotes received, in accordance with the Agency's policy and procedures. The Agency reserves the right to reject quotes submitted and determined to be low bid from contractors holding outstanding punch lists (see Section H). The number of rejections will be equivalent to the number of outstanding punch lists that the contractor holds at the time the contractor is determined to be the low bidder.

**F. Task Order Performance Period:**

Performance shall begin upon issuance of the Notice to Proceed and shall be completed by completion date on Task Order or an agreed upon date on the Notice to Proceed.

**G. Post Award Unit Access and Performance:**

Contractors will access units as delineated in the Pre-Award Unit Inspection / Access Section C above. Each Agency representative will make arrangements with the selected contractors for access to the units and gated communities.

Lockboxes (including keys) are to remain on the exterior door throughout the performance period and are not to be removed. Lockboxes are removed from the units by the Agency's Maintenance Worker upon final inspection.

If a Contractor cannot gain access to a unit or arrives at a unit in which other contracted services are in progress, then the Contractor is to call the Agency representative immediately to request a trip charge. If the Agency representative is not available, the Contractor is required to leave a voice mail message identifying why the Contractor cannot gain access to the unit and the address of the unit. The Agency representative will provide the Contractor with a trip charge number that is to be referenced on the Contractor's invoicing. The maximum allowable cost for a trip charge is Thirty-Five Dollars (\$35.00).

Contractor shall notify the Agency representative of any discrepancies noted during performance of services. The Contractor shall notify the Agency representative if, for any reason, the work cannot be completed to the requirements of the Summary of Work and in the Technical Specifications in the Task Order, prior to the date and time established for completion by completing a Discrepancy Notification, (Section 00820) and submitting it to the Agency representative. The Agency representative will instruct the Contractor by phone to either stop work or to continue with performance. Documentation of the Agency representative's instruction will be recorded on the Discrepancy Notification submitted by the Contractor and returned to the Contractor.

If a Contractor determines that the work cannot be completed by the required completion date then it will be the responsibility of the Contractor to inform the Agency representative by telephone or voice mail prior to 8:00 a.m. on the day following the scheduled completion date.

#### **H. Completion, Inspection, and Acceptance of Work:**

The Agency's representative at each site is responsible for thoroughly inspecting the completed work. Inspections will be scheduled for the day following the required completion date but may not occur for up to three business days following the required completion date.

If a Contractor meets the requirements of the Summary of Work and the Technical Specifications, the Maintenance Worker will approve and forward a copy of a Punch List and Task Order Completion Notification (Section 00810) informing the Contractor that completion has occurred and that the Contractor may submit an invoice. If applicable, the permit folder with the final inspection sign-off needs to be returned to the site of work prior to payment being issued.

In the event the Contractor does not complete the work per the Summary of Work and the Technical Specifications, the Agency's representative will list the deficient items on a Punch List and Task Order Completion Notification and forward a copy to the Contractor via e-mail. It is the Contractor's responsibility to check their e-mail each day for Punch Lists.

Only one (1) notification of Punch List item(s) will be issued for each Task Order. All Punch List items must be completed by 7:00 p.m. on the day following notification of the Punch List.

If the Contractor meets the requirements of the Summary of Work and the Technical Specifications, for all Punch List items, the Agency representative will approve and forward a copy of a Punch List and Task Order Completion Notification to the Contractor. The Contractor may submit their invoice upon receipt of completion approval.

If, after being issued a Punch List and Task Order Completion Notification for deficient items, the Contractor still does not meet the requirements of the Summary of Work and the Technical Specifications, the Contractor will be subject to the requirements of:

- a) If the Contractor fails to complete the deficient items addressed in the Punch List and Task Order Completion Notification by 7:00 p.m. on the working day following notification, the work may be performed by other means and the cost thereof will be deducted from the monies due or

to become due to the Contractor. The Contractor will be notified in writing of any monies that the Agency intends to deduct from the monies due.

- b) If the Contractor has not received a Punch List and Task Order Completion Notification within four (4) working days following the Contractor's required completion date, the Contractor may submit their invoice for payment on the fifth (5th) working day following the Contractor's required completion date. Punch List Notifications may still be issued against Task Orders that have not received a Notification of Completion even if the invoice has been submitted for payment.

I. **Conditions:**

At the Agency's discretion, Contractors not participating in three consecutive Task Orders may be issued a notice of contract cancellation.

1. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE A PROJECT PER THE TERMS OF THE CONTRACT:

The parties acknowledge and agree that the actual damages to the Agency for breach of Contractor's obligations, including damages to those relying upon Agency services, would be uncertain and difficult to establish. Therefore, Contractor shall pay, as liquidated damages for failure to complete the entire work (including "Punch List" items) on or before the completion date, and not as a penalty, the following "Liquidated Damages Amount" for each calendar day, continuing to and including the day on which the work is fully completed as required by this contract (including due notification to the Agency of the completion).

**Liquidated Damages Amount - \$50.00 per day**

- 2. Selected contractors acknowledge they are to take **special care not to paint fire sprinkler heads**. Contractor shall notify prior to commencing work if they observe paint on any fire sprinkler head at the work site. Contractor shall be charged **\$250.00 per sprinkler head** that has to be replaced by the Agency after inspection of the completed work by the Agency's Maintenance Worker.
- 3. The Agency reserves the right for other divisions/departments of the Agency to use this contract after it has been fully executed.
- 4. The Agency may elect to solicit and award separate contracts for any services at any time during the term of the contracts resulting from this solicitation.

J. **Contractor Access To and Use of Site:**

- 1. Agency representative will designate an entrance to the project site.
- 2. Use of premises for work, storage and vehicular parking is limited to areas designated by the Agency representative.
- 3. All work at the sites should be performed during the times permitted by the local jurisdiction Monday through Friday (Saturday is not considered a mandatory work day for performance). No work shall be done on the unit by the Contractor between the hours of 7:00 p.m. and 7:00 a.m., nor on Sundays or legal Agency holidays (as listed below in Item 5) except work as is necessary for the proper care and protection of the unit or work directly associated with an emergency or special situation related to the site, and only with the prior permission of the Agency representative or Contract Administrator.

4. The normal working hours and/or days may be revised at the discretion of the Contract Administrator. Any revision must be in writing and may be revoked at any time.
5. The following are Agency holidays:
  - New Year's Day
  - Martin Luther King, Jr. Day
  - Presidents Day
  - Caesar Chavez Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day (Thursday & Friday)
  - Christmas Eve (after 12:00 noon)
  - Christmas Day
  - New Year's Eve (after 12:00 noon)

K. **Workplace Behavior:**

1. This Work will be accomplished in a family type neighborhood. Appropriate behavior will be required. Specifically:
  - a. No loud music will be allowed in the work place;
  - b. Language should be suitable to be heard by children;
  - c. Appropriate work clothing will be required at all times;
  - d. Residents will be treated with respect at all times.
  - e. Smoking is prohibited on all Agency and Housing Authority properties.
2. The Contractor shall employ only persons who are competent and skilled in their respective trades. Whenever the Contract Administrator shall notify the Contractor that any person working on the Project is, in his or her opinion, incompetent, disorderly, uses threatening or abusive language, refuses to carry out the provisions of the Contract Agreement, or is otherwise unsatisfactory, the Contractor shall remove the person from the Project and such person shall not return to the Project without the Contract Administrator's consent.
3. Contractor's Responsibilities:
  - a. Handle products at the site, including storage. Protect products from exposure to the elements, and from other damage.
  - b. Repair or replace, as required, items damaged subsequent to inspection with the Agency representative.

L. **Surrounding Site Condition Survey:**

1. Prior to commencement of Work, the Contractor and Agency representative shall jointly survey the site and existing buildings, paving, plant life, and other items, noting and recording existing damage such as cracks, sags, loose materials and other existing damage.
2. This record shall serve as a basis for determination of subsequent damage to these items due to settlement or movement due to demolition and construction operations.
3. Such damage, as noted, shall be suitably marked on the item, if possible, and the parties making the survey shall sign the official record of existing damage.

4. Cracks, sags or other damage to the site and adjacent buildings, paving and other items not noted in the original survey but subsequently observed shall be reported immediately.

M. **Interpretation of Specifications:**

The Contractor should visit the site prior to submitting a bid for the work. Failure to visit the site will not release the Contractor from the responsibility of knowing the site, its existing conditions, and how it will influence his/her bid. At the site, the Contractor shall acquaint themselves with the existing conditions and how they will influence the scope and the subsequent bid for the Work.

When reviewing the specifications prior to the bid due date, the Contractor shall notify the Agency in writing of any discrepancies, unclear instructions, errors, etc. that he/she believes will influence the outcome of their bid. This includes typical errors or ambiguities in the specifications where the interpretation is doubtful or where the error or ambiguity is sufficiently apparent as to alert a responsible and responsive Contractor that he/she should obtain clarification of the matter prior to completing his/her bid. With this exchange of information, it shall be assumed that the Contractor thoroughly understands the scope and intent of the specifications in relationship to all aspects of the Work. Claims of not understanding the scope and intent of the specifications SHALL NOT be considered reasonable grounds for any increase in the contract amount after the bid is awarded.

N. **Accomplishing the Work:**

1. Due to the nature of this work, the Contractor will assume that when accomplishing a detailed portion of the work, if another portion is damaged or otherwise affected, the contractor shall repair and/or correct the affected portion and return it to its original or better condition at no additional cost to the Agency.
2. Should a discrepancy be discovered in: a) work done by others; or b) work done by one trade which affects work to be done by another or other trades, the Contractor shall notify the Agency at once in writing. If the Contractor proceeds with the work so affected without having given such written notice and without receiving the necessary approval, decision, or instructions in writing from the Agency, then they shall have no valid claim against the Agency for the cost of so proceeding and shall make good any resulting damage or defect. No verbal approval, decision, or instruction shall be valid or be the basis for any claim against the Agency, its officers, employees, or agents.
3. The Contractor shall be responsible for securing and preventing damage or thefts from the Agency's tenants within the work site property during work in progress, and shall resolve all claims from such occurrence.
4. The Contractor shall give the Agency representative full information in advance of their plans for carrying on any part of the work. If, at any time before the beginning or during the progress of the work, any part of the Contractor's equipment, or methods of execution of the work, appear to the Agency representative to be unsafe, inefficient, or inadequate, to insure the required quality or rate of progress of the work, the Agency representative or Contract Administrator may order the Contractor to increase or improve the Contractor's methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Agency representative or Contract Administrator to issue such orders shall relieve the Contractor's obligation to secure the degree of safety, the quality of the work, and the rate of progress required by the Contract Documents. The Contractor alone shall be responsible for the safety, adequacy and efficiency of their equipment and methods used for the Project.



5. The Contractor shall be responsible for any fees and permits, and include all licenses and inspections necessary for the proper execution of the work. The awarded Contractor shall secure and pay for the building permit upon receipt of the Notice to Proceed and will be reimbursed the permit cost by the Agency. If applicable, the permit folder with the final inspection sign-off needs to be returned to the site of work prior to payment being issued.

## **PREVAILING WAGES**

Prevailing wages shall be applicable to all contracts over \$1,000.00 for state prevailing wage properties listed on Exhibit 3 or \$2,000.00 for HUD Determined Maintenance wages listed on Exhibit 1 or Davis Bacon wages (Residential or Building) properties listed on Exhibits 1 and 2.

HUD Determined Routine Maintenance wages shall be applicable to all maintenance activities at all locations EXCEPT those addresses specifically noted on Exhibit 3. The applicable HUD Determined Routine Maintenance Wage Determination is provided in (Section 00270). Note that the HUD Determined Routine Maintenance Wage determination will be updated each year at the time of contract amendment to renew the contract(s) for the subsequent option year.

Davis Bacon Residential wages (Section 00250) or Davis Bacon Building wages (Section 00260) shall be applicable to certain activities as noted and at all locations EXCEPT those addresses specifically noted in Exhibit 3. Note that the applicable Davis Bacon Wage Determinations will be updated each year at the time of contract amendment to renew the contract(s) for the subsequent option year.

California State prevailing wages shall be applicable to all activities at the addresses specifically noted in Exhibit 3. The applicable information regarding California State prevailing wages is provided in (Section 00240).

Contracts awarded as a result of this solicitation shall be subject to Federal and State labor standards, affirmative action requirements, and Section 3 requirements of the HUD Act of 1968.

## **CERTIFIED PAYROLL REPORTING/LABOR COMPLIANCE**

The Contractor and all lower tiered subcontractors will be required to submit all weekly certified payroll reports and labor compliance documentation to the Agency through eComply throughout the duration of the project at no additional cost to the Agency.

## **PUBLIC WORKS**

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815.

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the DIR.

<http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

All contractors on the qualified list shall have a valid DIR number at time of submittal and shall maintain a valid DIR number throughout the duration of this contract term. A contract may not be renewed for an option year if Contractor does not have a valid DIR number. It is at the Agency's discretion which projects/contracts will be registered with the DIR for payroll reporting. At any time a certain scope of work may fall below the DIR's small

project discretion, but the Agency may register some or all projects with the DIR. It is the responsibility of the Contract to understand their requirements under the DIR.

## **INSURANCE REQUIREMENTS**

For your reference, the Agency Insurance Requirements are provided in Section 00510.

## **M/WBE AND SECTION 3 REQUIREMENTS**

The Agency highly encourages participation by local qualified firms and organizations in all aspects of contracting. The Agency actively encourages participation of Small Business Enterprises (SBE), Minority and Women Owned Business Enterprises (M/WBE), and Section 3 businesses in all aspects of contracting.

Section 3 of the Housing and Urban Development Act of 1968 (Section 3), as amended (12 U.S.C. 1701u), requires the Agency to ensure that employment and other economic and business opportunities are directed to public housing residents and other low-income persons, to the greatest extent feasible; particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very low-income persons (Section 3 Residents).

The contract resulting from this solicitation is subject to Section 3 requirements. During the term of this contract, should the selected Contractor have the need to hire new employees, the Contractor shall make every effort to hire a Section 3 resident. The Contractor has the responsibility of demonstrating its efforts to hire Section 3 residents to meet hiring needs. The Agency will monitor Contractor's compliance with Section 3 requirements.

## **AWARD NOTICE AND ACCEPTANCE PERIOD**

Notice of intent to award the contract will be sent by email and mail to all vendors submitting a timely proposal. Execution of the contract shall be completed no later than 60 days after issuance of the Notice to Award. If an apparent successful Contractor fails to negotiate and deliver an executed contract within that time period, the Agency may cancel the award.

## **CONTRACT**

It is the intent of the Agency to award multiple contracts per trade for a period of one (1) year with the option to add four (4) additional one year periods. The final number of Contractors awarded contracts resulting from this RFQ is at the sole discretion of the Agency. The additional periods are at the sole discretion of the Agency based on the Contractor's performance and the Agency needs. Prospective Contractors are advised to review the contract agreement and attachments before submitting their qualifications. A sample of the contract is provided in Section 00500. All performance of contracts resulting from this RFQ shall commence no later than March 1, 2020.

No subcontracting shall be allowed under the terms of the contract(s) resulting from this RFQ. However, at the Agency's discretion, the Agency may allow a sub-contractor to perform work incidental to the Task Order Scope of Work which is outside the contractor's license type. Any lower-tiered subcontractor shall be bound by all DIR, prevailing wage or certified payroll reporting requirements. All Contractors must notify the compliance analyst of any subcontractor prior to work being done by the subcontractor.

The services under this contract may be used by any department, division, or legal entity of the Agency.

Those qualified Contractors not initially offered contracts will be placed on a Waiting List. Should one or more of the most qualified contractors have their contract terminated; the next ranked contractor on the Waiting List will be contacted and offered a contract for the services solicited for in this RFQ.

If a Contractor has not participated in the Task Order process for 3 consecutive Task Orders, the Agency may issue a notice of contract cancellation.

If one (1) or more of the initially awarded Contractors is terminated, then the Agency will contract with the next qualified Contractor and so on until all Qualified Contractors have been contracted with the Agency. If this happens, the Agency will re-solicit for more qualified Contractors.

## CONTACT

All questions and requests for clarification concerning this RFQ are to be submitted no later than 11:00 a.m. on January 8, 2020 by e-mail to:

Dina D. Dennis – Procurement Services  
(916) 440-1342  
[ddennis@shra.org](mailto:ddennis@shra.org)

Do not contact other Agency employees or Selection Committee members regarding this project or the selection procedures. The Agency will not be responsible for oral or other explanations / interpretations of the RFQ document or procedures.

## SUBMISSION PROCEDURES, REQUIREMENTS AND SELECTION PROCESS

### RFQ Timeline

December 4, 2019	RFQ Issued at 4:00 p.m.
December 18, 2019	Pre-Submittal Meeting 801 12 <sup>th</sup> Street 2 <sup>nd</sup> Floor 10:30 a.m.
January 8, 2020	RFI's due in writing by 11:00 a.m. to <a href="mailto:ddennis@shra.org">ddennis@shra.org</a>
January 10, 2020	Responses to questions will be posted on the website by 5:00 p.m. <a href="http://www.shra.org">www.shra.org</a>
January 21, 2020	Proposals due by 4:00 p.m. Postmarks will not be accepted

## PRE-SUBMITTAL MEETING

A Pre-Submittal meeting will be held on **Wednesday, December 18, 2019 at 10:30 am** at 801 12th Street, Sacramento, CA 95814. The Pre-Submittal meeting is not mandatory; however, firms interested in submitting a proposal are encouraged to attend.

## TIME AND PLACE FOR SUBMISSION OF QUALIFICATIONS

Firms interested in providing services for the Agency shall closely examine the specific submittal requirements and questions below, as well as the Instructions to Offerors provided in Section 00200. Submit four (4) bound copies and one (1) flash drive of the proposal to:

Dina D. Dennis – Procurement Services  
Sacramento Housing and Redevelopment Agency  
Under \$10,000 Qualified Vendor List - RFQ #1973-DD  
801 12th Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

**All proposals must be received by 4:00 p.m., on Tuesday, January 21, 2020.** If the submission is late or lacking in the number of copies required, that firm may be eliminated from consideration. Postmarks, e-mails and faxes will not be accepted.

After selection and execution of the contract all information and materials provided in each submittal received is subject to disclosure through a Public Records Request pursuant to the California Public Records Act.

## **SUBMITTAL FORMAT**

Submittals are to be one (1) flash drive and four (4) bound copies, numbered and single-sided, standard sized (8.5" x 11") pages. Brevity is encouraged; however, be sure to fully address each item listed below as part of your RFQ submittal. To facilitate review by the Selection Committee, please submit information in accordance with the following format, identifying each item in order by the appropriate label. The total allowable length of all submission materials should not exceed twenty (20) pages exclusive of your cover letter, graphic examples and any folder or cover.

### **A. Letter of Interest**

1. Please provide a letter of interest on company letterhead including: principal office address, address of office that will be providing the services, phone number, names, titles and contact information for principals and principal areas of services provided.
2. Provide a brief narrative of the company, including company size, years of operation, areas of expertise, relevant Contractors State License Board numbers, Department of Industrial Relations Registration numbers and or certifications and any other relevant information. Provide proposed staff contact information (address, phone number, e-mail address).

### **B. Qualification Statement**

1. Complete the Qualification Statement (Section 00180) and return with your submittal. Answering yes to any question in Part 1. 1 through 4 will be immediate disqualification. Required to be considered for selection.

### **C. Experience**

1. Provide examples of similar services your company has provided in the Greater Sacramento area, paying special attention to services provided to public and government agencies.
2. Provide a copy of your current active CSLB license.
3. Provide a copy of your current and active DIR Registration.
4. Complete Lead Based Paint Certification (Section 00450) and return with your submittal. Required to be considered for selection.

### **D. Section 3 Form**

1. Complete Declaration of Understanding and Intent to Comply with Section 3 Requirements (Section 00620). Required to be considered for selection.

## **SUBMITTAL REVIEW**

Submittals will initially be reviewed after they are received to confirm that they follow the proposal format. Proposals that do not follow the format will be considered non-responsive and will not be added to the qualified list.

## **SELECTION PROCESS**

1. Review of the proposals will follow the submittal deadline. It is anticipated that during the selection process firms will be ranked directly from the written materials. However, the Agency reserves the right to request clarifications or additional information from any or all firms.
2. The Agency intends to award contracts to the firms which the Agency determines to be the most responsive to the requirements of the RFQ and represents the best overall value to the Agency, considering technical expertise, experience, and other factors.
3. Should any offeror wish to protest the final selection, they shall have five (5) calendar days after the date of the selection letter to submit a written protest to the Agency. In order to be considered, the written protest shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest. Any offeror who has a legitimate protest must claim to be eligible for award of the contract. Protest letters are to be sent to:

Sacramento Housing and Redevelopment Agency  
Attn: Procurement Services Manager  
801 12th Street, 2nd Floor  
Sacramento, CA 95814

All protests shall be resolved in accordance with the Agency's protest policy and procedures, copies of which are maintained at the Agency and available upon request.

## **AWARD OF CONTRACT**

After the Agency has determined the final rankings, the Agency will execute contracts with the top ranked firms. Prospective firms are advised to review the contract agreement and provisions provided with the RFQ document, Section 00500, before submitting their qualifications.

The initial contract(s) will be for a period of one (1) year with the option to add four (4) additional one (1) year periods. The additional periods are at the sole discretion of the Agency, based on the firm's performance and Agency needs.

## **AGENCY RIGHTS, OPTIONS, AND POLICIES**

1. The Agency reserves the right to decide that one firm is more responsive than the others and to select after review of the written submittals only.
2. The Agency reserves the right to reject any and all submissions, request additional information, amend the project schedule, or issue additional requirements throughout the selection process.

It is the responsibility of the proposer to verify that all necessary information is submitted by the due date.

3. The Agency reserves the right to modify any portion, postpone or cancel this RFQ at any time, and/or reject any and all submissions without providing any reason for doing so. No submission documents will be returned.
4. The Agency reserves the right to reject individual team members, firms, and request substitution without providing any reason prior to contract award.
5. The Agency highly encourages participation by local qualified firms.
6. The Agency actively encourages participation of small, minority and women owned business enterprises in all aspects of contracting.
7. No compensation is offered for any work related to this selection process; submissions are entirely voluntary. All original documents including electronic files become the property of the Agency. If any submission is late or incomplete in any way, that proposer will be eliminated from consideration.
8. Materials contained in each proposal will be considered proprietary until selection. Following selection, however, the contract scope of work may be amended by the Agency and negotiated based upon ideas provided by any source.
9. In accordance with federal and state laws, the Agency does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, veteran's status or disability in the provision of services. Proposers agree to comply with these requirements.
10. Procured proposers will not be considered Agency personnel and the Agency assumes proposal of certain personnel to be a statement of their availability to do the work.
11. The Agency reserves the right to select more than one proposer, to select a proposer for specific purposes or for any combination of specific purposes, and to defer the selection of any proposer to a time of the Agency's choosing.

## SECTION 00180 - QUALIFICATION STATEMENT

### CONTACT INFORMATION

Firm Name: \_\_\_\_\_  
As it appears on license

- ☐ Corporation  
☐ Partnership  
☐ Sole Proprietor

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

If firm is a sole proprietor or partnership:

Owner(s) of Company: \_\_\_\_\_

### PART I. ESSENTIAL REQUIREMENTS FOR QULIFICATONS

Contractor will be immediately disqualified if the answer to any of questions 1 – 4 is “yes.”

1. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five years?

☐ Yes ☐ No

3. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

4. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

### PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMAL LAWS

#### LICENSES

1. List all California construction license numbers, classifications and expiration dates of the California Contractor Licenses held by your firm:

_____	_____	_____
_____	_____	_____

2. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years? (5 points)

☐ Yes ☐ No

DISPUTES

3. At any time in the last five years has your firm been assessed and aid liquidated damages after completion of a project under a construction contract with either a public or private owner? (5 points)

☐ Yes ☐ No

4. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? (5 points)

☐ Yes ☐ No

5. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? (5 points)

☐ Yes ☐ No

6. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private? (5 points)

☐ Yes ☐ No

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH LAWS AND WITH OTHER LABOR LEGISLATION SAFETY

7. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? (5 points)

☐ Yes ☐ No

If yes, number of times penalized: \_\_\_\_\_

8. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? (5 points)

☐ Yes ☐ No

9. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project (5 points)

\_\_\_\_\_



**PREVAILING WAGE COMPLIANCE**

10. Has there been more than on occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with state or federal prevailing wage laws? (10 points)

*NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.*

☐ Yes      ☐ No

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL**

## **SECTION 00450 – LEAD-BASED PAINT CERTIFICATIONS**

### **LEAD-BASED PAINT**

Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) prohibits use of lead-based paint in rehabilitated structures using Federal funds in any form (24 CFR Part 35, Sub-part B).

“Lead-based paint” as defined in Section 501(s) of the Act as amended by PL94-317 (42 U.S.C. 4801 et seq), the National Consumer Information and Health Promotion Act of 1986 means:

- (1) Any paint containing more than five-tenths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied or both; or
- (2) With respect to paint which is manufactured after June 22, 1977 lead-based means that any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

**I HEREBY CERTIFY THAT I WILL NOT USE LEAD-BASED PAINT ON THE STRUCTURE(S) LISTED ON THIS CONTRACT, AND I FURTHER ACKNOWLEDGE THAT I AM AWARE OF THE HAZARDS OF LEAD-BASED PAINT THAT MAY EXIST FROM PREVIOUSLY PAINTED SURFACES OF THE STRUCTURE(S).**

Name of Contractor \_\_\_\_\_

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**END OF SECTION**

**THIS FORM MUST BE SUMITTED WITH YOUR BID**



## SECTION 00620 – DECLARATION OF UNDERSTANDING AND INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

### General Submittal Instructions

**Bidder/Proposer is required to submit a completed Section 3 and Economic Opportunity Plan(s) with bid.** A “non-responsive” determination may be made due to non-submittal. All first-tier subcontractors of the awarded Bidder are required to submit the completed Economic Opportunity Plan within 10 days of award.

**Bidder/Proposer AND its first-tier subcontractors whose Economic Plans indicate no subcontract awards to certified Section 3 Business Concerns will be required to submit supporting documentation for review and approval verifying outreach efforts and attempts to award subcontracts to Section 3 Business Concerns in bid.** A “non-responsive” determination shall be made due to a lack of documented outreach to Section 3 Business Concerns by the Bidder/Proposer. Exception: bid/proposal indicating no projected hiring and/or subcontracting opportunities.

### Special Instructions for SHRA Developers

Submit all completed Section 3 and Economic Opportunity Plans before construction begins or at the beginning of each project phase (determined on case-by-case). Developers submit completed Plans to:

Sacramento Housing and Redevelopment Agency  
Procurement/Section 3  
801 12<sup>th</sup> St, 2<sup>nd</sup> Floor  
Sacramento, CA 95814  
[Section3@shra.org](mailto:Section3@shra.org)

Prime Contractor Name:

Subcontractor:

Contact Name:

Email Address:

Telephone Number:

Dollar Value of ☐ Contract ☐ Subcontract  
\$

### Check All That Apply For This Project And Follow Instructions As Applicable

- ☐ I am the Prime Contractor
- ☐ I am a Subcontractor
- ☐ Prime/Sub Contractor will comply with Section 3 outreach for subcontracts as a result of this bid/proposal
- ☐ Prime/Sub Contractor will comply with Section 3 new hires as a result of this bid/proposal
- ☐ There will be no subcontracts or new hires as a result of this bid/proposal

***Bidder for the above bid/solicitation number and project hereby understands and agrees to comply with all provisions of Section 3 as set forth in 24CFR135.38 and SHRA's Section 3 requirements, as applicable. Noncompliance with HUD's Section 3 regulations may result in sanctions, termination of the contract/agreement for default and debarment or suspension from future HUD-assisted contracts.***

Authorized Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**SUBMIT WITH BID/OFFER BY PRIME CONTRACTOR ONLY**