



QUOTATIONS FOR SMALL PURCHASES (QSP)

QSP NO. 2018-003

Date: 07/10/2018

Project Description: Pool Service at Racquet Club Apartments

Location: 2383 East Racquet Club, Palm Springs, CA 92262

QSP INFORMATION AT A GLANCE

CONTACT PERSON FOR QUESTIONS/INTERPRETATIONS:	Robert Lane, Contracting Coordinator Housing Authority - Procurement 5555 Arlington Ave. Riverside, CA 92504 Phone: (951) 343-5439 / Fax: (951) 688-6873 Email: rlane@rivco.org
HOW TO OBTAIN THE QSP DOCUMENTS:	<ol style="list-style-type: none">1. Access http://www.harivco.org/2. Select "Vendors/Contractors"3. Scroll down and download QSP 2018-003: Pool Service at Racquet Club Apartments4. Download the QSP
HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE:	Quoter's must submit proposed pricing where provided on the last page of this form (Form of Quote form) only. The HACR will accept the executed Form of Quote form in person, by fax, email (preferred – scanned as a .pdf file) or by US Mail ONLY. The HACR will NOT accept proposed pricing verbally or by telephone.
NON-MANDATORY JOB WALK:	July 18, 2018 at 10:00 AM
SERVICE LOCATION:	Racquet Club Apartments 2383 East Racquet Club Palm Springs, CA 92262 (APN: 501-331-002)
QSP DEADLINE (DUE DATE)	July 26, 2018 at 4:00 PM
NOTE: HACR reserves the right to deviate from this timeline and/or modify the Scope of Work at any time!	Notices of any such decisions or modifications will be located at: www.harivco.org

- 1.0 HACR CONTACT:** All questions pertaining to this QSP shall be addressed to Robert Lane (hereinafter, the Contracting Coordinator or CC), 5555 Arlington Avenue, Riverside, CA 92504, Telephone: (951) 343-5439; Email: rlane@rivco.org
- 2.0 APPLICABILITY:** By submitting a quote to the HACR, the firm or individual doing so



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(hereinafter, "the Quoter") is automatically agreeing to abide by all terms and conditions listed herein, including those listed in the HACR's contract form, which is incorporated herein by this reference.

3.0 HACR RESERVATION OF RIGHTS:

- 3.1 Reject any or all quotes, to waive any informalities in the QSP process, or to terminate the QSP process at any time, if deemed by the HACR to be in the best interest of the HACR, in its sole and absolute discretion;
- 3.2 Terminate a contract awarded pursuant to this QSP at any time for its convenience upon delivery of a written notice within ten (10) calendar days to the apparent or successful Quoter;
- 3.3 Determine the days, hours and locations that the successful Quoter shall provide the items or services called for in this QSP;
- 3.4 Reject and not consider any quote that does not, in the opinion of the CC, meet the requirements of this QSP, including, but not necessarily limited to: incomplete quotes, offering of alternate items or services (not including "or equivalent" items), or non-requested items or services.

4.0 QUOTER'S RESPONSIBILITY: Each Quoter must carefully review and comply with all instructions provided herein, and those provided within any named attachments or addenda.

5.0 CONTRACT PERIOD: The HACR anticipates that it will initially award a contract for the period of one (1) year with the option, at the HACR's discretion, of four (4) additional one-year option periods, for a maximum total of five (5) years.

6.0 DEADLINE: Each Quoter shall submit his/her proposed costs, prior to the posted deadline, as provided for herein. Whereas this is an informal solicitation process, the HACR reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the CC, it is in the best interests of the HACR to do so, in his sole and absolute discretion.

7.0 HOLD PRICES/NON-ESCALATION: By submitting a quote, and whereas the quote sum submitted is a firm-fixed quote, each Quoter thereby agrees to "hold" and not increase the proposed quote during the term of this solicitation and for ninety (90) days thereafter.

8.0 CONTRACT AND AWARD CONDITIONS:

8.1 **PURCHASE ORDER (PO):** The HACR will procure the applicable goods or services by



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issuance of a PO (which shall have the same meaning as a "contract"). PO's will be issued on an as-needed basis only. By submitting a quote, the successful Quoter thereby agrees to confirm receipt of the PO in the manner directed by the HACR.

- 8.2 **AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the CC, the award shall be made to the responsive and responsible Quoter that submits the lowest cost. The results of the solicitation will not be released until the contract is executed between the HACR and the lowest responsive and responsible Quoter.
- 8.3 **CONTRACT FORM REQUIREMENTS:** By completing, executing and submitting the Form of Quote form, the Quoter is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the HACR, including executing the HACR's contract or any other agreement substantially approved as to form and substance by the HACR. A sample contract will be made available upon request.
- 8.4 **SCOPE OF SERVICE DISCLAIMER:** All specifications listed within the Scope of Service of the HACR's contract form (if used) will generally be the same as those listed within this QSP's Scope of Service, (Section 16.0). Any Quoter that believes the listed specifications within the Scope of Service descriptions are unreasonable or incomplete shall address such issues with the HACR CO or his designee in writing during the solicitation period, prior to the posted quote/bid deadline. Once the quote/bid deadline has passed, revision of the specifications set forth shall not occur.
- 8.5 **PROFESSIONAL SERVICES EXCLUSION:** Contracts for certain professional services are excluded from coverage by HUD-determined or HUD-adopted prevailing wage rates. Hourly rates charged by the Quoter must be reasonable and reflect fees that are normally charged within the Quoter's community.
- 8.6 **QUANTITIES (if applicable):** All quantities entered within the Form of Quote form (if applicable) along with the corresponding pricing items are for calculation purposes only. As may be further detailed herein, the HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this QSP. The HACR shall retain one contractor only and shall retain the right to order from that contractor (Successful Quoter), on a task order basis, any amount of services or items that the HACR requires during the ensuing contract period. If the HACR decides that it is in its best interests to delete from the ensuing contract any quantities or work, then the HACR has the right to do so at any time during the contract period.
- 9.0 **INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to the HACR, may invalidate the quote submitted. Furthermore, the HACR shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this QSP.



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- 10.0 QUOTE COSTS:** There shall be no obligation for the HACR to compensate any Quoter or prospective Quoter for any costs that he/she may incur in responding to this QSP.
- 11.0 ALL INCLUSIVE:** Each quoted sum submitted shall include all costs, including but not limited to: sales tax, shipping, delivery, recordation, reprographic, mailings, inspections, and/or completion or assembly of the specified product or services at the HACR site or location, as specified within this QSP or on the PO issued. The HACR will not pay any additional costs above those quoted on the Form of Quote form.
- 12.0 ASSIGNMENT OF PERSONNEL:** The HACR shall retain the right to demand and receive a change in personnel assigned by the successful Quoter to provide services to the HACR if the HACR believes that such change is in the best interest of the HACR and the completion of the work or provision of the items.
- 13.0 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 or contract) without the prior written consent of the CC. Any purported assignment of interest or delegation of duty, without the prior written consent of the CC shall be void and may result in the cancellation of the PO or the contract with the HACR.
- 14.0 LICENSING AND INSURANCE REQUIREMENTS:** Prior to award (but **not** as a part of the quote submission) the *Successful Quoter* will be required to provide the following proofs of insurance, **if applicable** to the Project and Quoter's profession and the Scope of Work to complete the Project:
- 14.1 **WORKERS' COMPENSATION:**
If the Quoter has employees as defined by the State of California, the Quoter shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.
- 14.2 **COMMERCIAL GENERAL LIABILITY:**
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Quoter's performance of its obligations hereunder. Policy shall name the HACR as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.



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14.3 VEHICLE LIABILITY:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Quoter shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the HACR as Additional Insured.

14.4 PROFESSIONAL LIABILITY:

If Quoter is providing services or expertise that falls under a quasi-professional role, Quoter shall maintain Professional Liability Insurance providing coverage for the Quoter's performance of work, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Quoter's Professional Liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the performance period and Quoter shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that Quoter has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

14.5 The Quoter shall possess all of the required state and local licenses, and certifications required to perform work of the type required by this QSP in the **State of California, County of Riverside**.

14.6 A copy of the Quoter's business license or certificate of qualification, allowing that entity to provide such services within the State of California.

14.7 LICENSE:

A copy of the bidder's license issued by the California Contractors State License Board (CSLB) allowing the bidder to provide the services detailed herein. To be considered, a potential bidder must have a **"D-35" – Pool and Spa Maintenance Contractor** license, as required under provisions of Public Contract Code Section 3300, and the California Business and Professions Code Sections 7058 and 7059, for work covered in its bid when a bid is submitted. Contractor shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing.

15.0 DOCUMENTS THAT APPLY TO THIS QSP:

15.1 Form of Quote form (last page);



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- 15.2 Form HUD-5370-C Section II (01/2014), *General Conditions for Non-Construction Contracts* (included by reference – a copy will be delivered by the HACR to any firm upon submission to the CC of a written request for such), incorporated herein by this reference.
- 15.3 HUD-Adopted rates for HACR Maintenance Wages (MWD): The following rates were adopted by HUD on 5/22/2015. These rates would apply to any maintenance contracts by outside contractors engaged by the HACR:

Work Classification	Wage Rate	Fringe Benefits
Building Maintenance Worker	\$14.90	\$6.71
Housing Authority Maintenance Worker II	\$20.19	\$9.09
Building Maintenance Supervisor	\$25.69	\$11.56

- 15.4 24 CFR 135, commonly known as Section 3, (included by reference – a copy will be delivered by the HACR to any firm upon submission to the CC of a written request for such). The successful Quoter hereby agrees to comply with all requirements of the HUD Section 3 Program as detailed therein. If Quoter chooses to certify as a Section 3 Quoter, he/she shall receive the preference noted therein. In any case, the successful Quoter shall be required to, as detailed therein, "to the greatest extent feasible... provide economic opportunities to low and very-low income persons," meaning, if the successful Quoter must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.
- 15.5 The HACR reserves the right to require the successful Quoter/contractor to utilize any form required by HUD to complete the required work and by submitting his/her quote each Quoter/contractor agrees to do so at no additional charge.

16.0 TECHNICAL SPECIFICATIONS OR SCOPE OF WORK (TS/SOW):

- 16.1 Maintain pool twice a week from April thru September and once a week from October thru March.
- 16.2 Complete pool care includes but is not limited to:
- 16.2.1 Vacuuming pool
 - 16.2.2 Cleaning tiles
 - 16.2.3 Brushing pool surfaces (as needed)
 - 16.2.4 Backwashing and maintaining filter system



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- 16.2.5 Emptying skimmer and hair strainer baskets
- 16.2.6 Checking chlorine and PH levels
- 16.2.7 Adding chemicals (as needed)

16.3 All chemicals are to be provided by contractor at no extra charge.

16.4 **Extra Work:** Successful bidder shall furnish the HACR with a firm quote for any extra work which the successful Quoter determines may be needed or desired during the contract period. Commencement of any extra work shall only occur after receipt by the successful Quoter of written approval and authorization for such work from the HACR or the HACR's designee.

16.5 All tools, materials, and equipment shall be provided by the contractor and must meet all local applicable safety requirements. A parking space will be made available for contractor's container if needed for materials and equipment. The HACR assumes no responsibility for the loss or damage to the contractor's equipment, tools or materials stored at the job site.

16.6 Contractor shall furnish sufficient personnel with the technical knowledge and experience necessary to complete the work.

16.7 All work shall be performed in accordance with local safety standards and recognized safe practices.

16.8 Contractor to ensure proper removal of all debris and all other components from the site and shall provide a cleared site free of all debris, contractor equipment, etc. HACR refuse containers will not be allowed to be used for disposal of contractors waste.

16.9 Field Verification: Contractor is responsible to field verify existing conditions and promptly notify the HACR if discrepancies in and omissions from the plans, specifications or other contract documents are found in the field, including unforeseen conditions that may affect the successful completion of the project and/or work.

17.0 RECAP OF ATTACHMENTS: It is the responsibility of each Quoter to verify that he/she has downloaded the following attachments pertaining to this QSP, which are hereby reference included as a part of this QSP:

Attachment	Attachment Description
A	Form of Quote (page 8)



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FORM OF QUOTE

Each Quoter shall submit his/her quote on this form only, which shall be completed, executed and returned to the HACR as detailed herein. All fields below are **required**.

*Contract will be awarded to the lowest responsive and responsible Quoter, and the most advantageous to the HACR, in its sole and absolute discretion.

The undersigned Quoter hereby quotes the above amounts to complete the required work (print clearly and legibly!). Further, by submitting this quote, the undersigned Quoter agrees to abide by all terms and conditions pertaining to this QSP as issued by the HACR, in hard copy, including an agreement to execute the Sample Contract form or any other form substantially approved as to form and substance by HACR.

COMPLETED BY:

_____	_____	_____
Print Name	Title	Email
_____	_____	_____
Signature	Date	Telephone Number
_____	_____	
Company Name	Address (Street; City; State; Zip)	
_____	_____	_____
CSLB License Number	Expiration Date	CSLB License Designation

Monthly Service Price		