

**Quotations for Small Purchases (QSP)
CONDITIONS TO QUOTE –RENOVATION
QSP 2017-01 Renovation for Pre-K Classroom at Victor Tulane Gardens**

PROCEDURE: Quoters must submit proposed pricing where provided on the last page of this form only. The Montgomery Housing Authority (MHA) will accept the proposed pricing in person, by fax, email or by mail delivery only. MHA will NOT accept proposed pricing verbally or by telephone. The submission deadline is June 6, 2017.

- 1.0 **MHA CONTACT:** All questions pertaining to this QSP shall be addressed to Margaret Brand-Randall (hereinafter, the Contract Administrator or CA), Telephone: 334-206-7130; e-mail: mbrand@mhatoday.org.
- 2.0 **APPLICABILITY:** By submitting a quote to MHA, 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.
- 3.0 **MHA RESERVATION OF RIGHTS:** The MHA reserves the right to:
 - 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 MHA to be in the best interest of MHA;
 - 3.2 Terminate a contract awarded pursuant to this QSP at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful 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 Contracting Officer, meet the requirements of this QSP, including but not necessarily limited to incomplete quotes offering alternate (not including "or equal" items) or non-requested items or services;
- 4.0 **QUOTER'S RESPONSIBILITY:** Each quoter must carefully review and comply with all instructions provided herein, provided within any named attachments.
- 5.0 **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 MHA reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the CA, it is in the best interests of MHA to do so.
- 6.0 **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" or not increase the proposed quote prices during the term of the work.

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- 7.0 **CONTRACT:** The MHA will procure the applicable goods or services by issuance of a Contract.
- 7.1 **AWARD CRITERIA:** If an award is made pursuant to this QSP, and unless otherwise instructed in writing by the CA, award shall be made to the responsive and responsible quoter that submits the lowest cost.
- 8.0 **INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to the MHA, may invalidate the quote submitted. Furthermore, MHA shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this QSP.
- 9.0 **QUOTE COSTS:** There shall be no obligation for the MHA to compensate any quoter or prospective quoter for any costs that he/she may incur in responding to this QSP.
- 10.0 **SHIPPING COSTS:** Each quoted sum submitted shall include completion of the specified services at the MHA site or location, as specified within this QSP or on the PO issued.
- 11.0 **ASSIGNMENT OF PERSONNEL:** The MHA shall retain the right to demand and receive a change in personnel assigned by the successful quoter to provide services to the MHA if the MHA believes that such change is in the best interest of the MHA and the completion of the work or provision of the items.
- 12.0 **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 CA. Any purported assignment of interest or delegation of duty, without the prior written consent of the CA shall be void and may result in the cancellation of the PO or the contract with the MHA.
- 13.0 **LICENSING AND INSURANCE REQUIREMENTS:** Prior to award (but not as a part of the quote submission) the *successful quoter* will be required to provide:
- 13.1 An original certificate evidencing the quoter's current industrial (worker's compensation) insurance carrier and coverage amount;
- 13.2 An original certificate evidencing General Liability coverage, naming the MHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the MHA 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;

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- 13.3 An original certificate showing the quoter's automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- 13.4 A copy of the quoter's business license allowing that entity to provide such services within the jurisdiction of Montgomery, Alabama;
- 13.5 A copy of the quoter's license issued by the State of Alabama licensing authority allowing the quoter to provide the services detailed herein.
- 14.0 **DOCUMENTS THAT APPLY TO THIS QSP (PLEASE NOTE: The following Sections 14.3 and 14.4 only applies to this QSP and the ensuing award if the successful quoter will provide any work; meaning, the noted sections do not apply to this QSP or the ensuing award if the successful quoter is only providing materials, supplies, commodities, or equipment.):**
- 14.1 This Conditions to Quote form;
- 14.2 HUD form *Table 5.1, Mandatory Contract Clauses for Small Purchases Other than Construction* (attached);
- 14.3 Applicable HUD Wage Rate Decision (attached).
- 14.4 A copy of 24 CFR 135, commonly known as Section 3 (included by reference; a copy will be delivered by the MHA to any firm upon submission to the CO 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 a bidder 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.
- 14.5 The MHA 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 contractor agrees to do so at no additional charge.
- 15.0 **SCOPE OF WORK:**
- The scope of work includes renovating approximately 900 square feet in the Community Building located at The Montgomery Housing Authority's development at Victor Tulane Gardens, located at 1101 Victor Tulane Circle, Montgomery, Alabama 36104
 - The renovated area will function as a Pre-K Classroom for the Office of School Readiness
 - The work includes demolition of existing walls, toilet partitions and fixtures

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- The new work includes installing new 2x4 wood stud walls, lay-in ceilings, gypsum board, and painting
- The work also includes the installation of new plumbing fixtures, re-using/relocating existing light fixtures, doors and frames and adjustments to the HVAC system
- Please contact Harold Tate, Director of Real Estate and Development at (334) 206-7175-Office, (334) 207-7182 Cell or vial email at htate@mhatoday.org, for electronic copies of the drawings and specification

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Quote Form

To: Montgomery Housing Authority Date: _____
(Awarding Authority)

The undersigned,

(Legal Name of Contractor)

hereby proposes to furnish all labor and materials and perform all work required for the construction of the

Renovation for Pre-K Classroom at Victor Tulane Gardens in accordance with Drawings and Specifications provided by Harold Tate, Director of Real Estate Development.

CONTRACTOR'S REPRESENTATION: The Contractor declares that it has examined the site of the work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Contractor acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

BASE QUOTE: For construction complete as shown and specified, the sum of:

_____ Dollars (\$ _____)

DEDUCTIVE ALTERNATE NO. 1 For construction complete as shown and specified, the sum of:

_____ Dollars (\$ _____)

DEDUCTIVE ALTERNATE NO. 2 For construction complete as shown and specified, the sum of:

_____ Dollars (\$ _____)

COMPLETION DATE: Project shall be substantially complete within **30** calendar days.

Witness Signature

Signature

Print Name/Title

Print Name/Title

Date

Date

Montgomery Housing Authority (MHA)

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

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION**

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 or 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.

General Decision Number: AL170058 04/28/2017 AL58

Superseded General Decision Number: AL20160058

State: Alabama

Construction Type: Building

County: Montgomery County in Alabama.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	04/28/2017

ENGI0312-007 09/01/2011

	Rates	Fringes
Operating Engineers:		
Crane, Cherry Picker, Forklift, and Front End Loader.....	\$ 25.90	10.65
Oiler.....	\$ 22.83	10.65

Cranes with 100 ft. or more boom receive \$0.25 extra per hour,
 Cranes with 200 ft. or more boom receive \$0.50 extra per hour,
 Cranes with 350 ft. or more boom receive \$1.10 extra per hour,
 Cranes with 500 ft. or more boom receive \$1.45 extra per hour,
 Tower Cranes, Derricks, Climbing Cranes, Ringer Cranes shall
 receive \$0.35 in addition to A-rate and boom pay per hour

* SFAL0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.02	15.84

SJAL2007-050 10/02/2007

Rates	Fringes
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BRICKLAYER.....	\$ 17.00	0.00
CARPENTER, Includes Cabinet Installation, Drywall Hanging, and Form Work.....	\$ 11.64	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.85	0.41
ELECTRICIAN.....	\$ 12.27	1.76
GLAZIER.....	\$ 12.51	0.00
IRONWORKER, REINFORCING.....	\$ 10.87	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.00	0.00
LABORER: Common/General, Including Landscaping.....	\$ 8.01	0.00
LABORER: Pipelayer.....	\$ 8.83	0.00
OPERATOR: Backhoe.....	\$ 10.85	0.00
OPERATOR: Bulldozer.....	\$ 9.50	0.00
OPERATOR: Excavator.....	\$ 16.00	0.00
OPERATOR: Grader/Blade.....	\$ 12.61	0.00
PAINTER: Brush, Roller and Spray.....	\$ 10.00	0.00
PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 12.72	0.00
PLUMBER, Including HVAC Pipe Installation.....	\$ 13.94	0.00
ROOFER, Includes Built Up, Polyurethan Foam, Shake & Shingle, Single Ply, and Metal Roofs.....	\$ 12.00	0.00
SHEET METAL WORKER.....	\$ 13.00	0.00
TILE SETTER.....	\$ 9.00	0.00
TRUCK DRIVER.....	\$ 8.42	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION