



Quotations for Small Purchases (QSP)

CONDITIONS TO QUOTE — NONCONSTRUCTION (ARRA)

Solicitation No. QSP 2017-09: Elevator Services for The Terrace

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! The MHA will NOT accept proposed pricing verbally or by telephone!

- 1.0 MHA CONTACT: All questions pertaining to this QSP shall be addressed to Martha Groomster (hereinafter, the Contracting Officer or CO), Telephone: 334-206-7130; [email:mgroomster@mhatoday.org](mailto:mgroomster@mhatoday.org).
- 2.0 APPLICABILITY: By submitting a quote to the 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.
 - 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 CO, 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 and those provided herein.
- 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



CO, it is in the best interests of the MHA to do so.

- 6.0 **HOLD PRICES/NON-ESCALATION:** By submitting a firm-fixed quote, each quoter thereby agrees to "hold" or not increase the proposed quote prices during the term of the work.
- 7.0 **PURCHASE ORDER (PO):** The MHA will procure the applicable goods or services by 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 MHA.
 - 7.1 **AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the CO, 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, the MHA shall reserve the right to reject without consideration alternate quotes meaning those that do not meet the requirements of this QSP.
- 9.0 **INDEMNIFICATION:** Quoter agrees to indemnify and hold MHA, its agents, employees and Commissioners harmless from any and all suits, claims, costs, including claims for wages and employment benefits, taxes or liabilities of any sort, including costs and expense for, or on account of injuries or damages arising from acts or omissions of Quoter, or any subcontractors used by Quoter, committed in connection with the services to be provided pursuant to any contract awarded pursuant to this QSP. If an action is brought against MHA, which action arises from services provided pursuant to this QSP or a contract awarded pursuant to it, Quoter shall, upon notice, defend it at its sole cost. Quoter agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents.
- 10.0 **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.
- 11.0 **SHIPPING COSTS:** Each quoted sum submitted shall include completion of the specified services at the MHA site or location(s), as specified within this QSP or on the PO issued.
- 12.0 **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.
- 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 CO. Any purported assignment of interest or delegation of duty, without the



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prior written consent of the CO shall be void and may result in the cancellation of the PO or the contract with the MHA.

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:

14.1 An original certificate evidencing the quoter's current industrial (worker's compensation) insurance carrier and coverage amount;

14.2 An original certificate evidencing General Liability coverage, naming the HA 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;

14.3 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.

14.4 A copy of the quoter's business license allowing that entity to provide such services within the jurisdiction of Montgomery, AL;

14.5 A copy of the quoter's license issued by the State of Alabama licensing authority allowing the quoter to provide the services detailed herein.

15.0 ARRA Requirements:

15.1 In accordance with FAR clause 52.204-11, contractors performing work under contracts funded by the American Recovery and Reinvestment Act of 2009 MUST report on the use of these funds starting October 1, 2009 through October 10, 2009. Contractors must register immediately at the Federal Reporting Website, www.FederalReporting.gov. Initial registration instructions were published on August 25 in the Federal Register, <http://edocket.access.gpo.gov/2009/E9-20351.htm> (74 FR 42877), and a second Federal Register was published September 25 reminding contractors of their responsibilities and pointing them to new FAQs specific to contractors was published. <http://edocket.access.gpo.gov/2009/E9-23329.htm> (74 FR 48971) and http://www.whitehouse.gov/omb/recovery_fags_contractors/.

15.2 Buy-American Act: As detailed within HUD Notice PIH-2009-12(HA), the successful quoter "shall follow Buy American requirements of section 1605 of the Recovery Acts and <provide items utilizing> only iron, steel and manufactured goods produced in the United States." Each



quoter is obligated to complete the Verification form attached and referenced within the following Section

16.0 Documents that apply to this QSP (PLEASE NOTE: The following Sections 15.3 and 5.4 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.):

16.1 This Conditions To Quote form;

16.2 HUD form Table 5.1, Mandatory Contract Clauses for Small Purchases Other than Construction (attached);

16.3 Applicable HUD Wage Rate Decision (attached).

16.4 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.

16.5 Attached hereto, Verification of Compliance with Section 1605 of the ARRA Act of 2009.

16.6 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.

17.0 No Claim Against MHA: The quoter shall not obtain, by submitting a proposal in response to this QSP, any claim against MHA or MHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of MHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

18.0 Technical Specifications or Statement of Work (SOW) that apply to this QSP:

Monthly examine, adjust, lubricate, repair and/or replace:

- Machine: including worn gears, thrust bearings, drive sheaves, sheave shaft bearings, brake coil, brake linings, and components
- Pump Unit: including pump, V-belts, strainers, silencers, springs and gaskets
- Motor: including motor windings, bearings, rotating element, commutators, brushes, and brush holders



- Motor Generator: including motor windings, bearings, rotating element, commutators, brushes, and brush holders
- Valves: including relief valve, pilot, lowering, leveling, and checking valves; or any of the parts thereof
- Dispatching Equipment: including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices, and solid state components
- Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers, and solid state components
- Governor: including sheave, bearings, shafts, cams, contacts, and governor jaws
- Car: including power door operator, door protective devices, car door hangers, car door contacts, load weighing equipment, car safety devices, car guide shoes, and sub flooring
- Hoistway: including defector sheaves, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheaves assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers, gibs, and auxiliary closer.
- Accessory Equipment: including all accessory elevator equipment installed prior to commencement of this contract unless excluded in the inspection paragraph
- Fixtures: including car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches, and locks, lamps, and sockets
- Wire Ropes: examine
- Furnish Lubricants: compound to rigid specifications, and selected to give the best performance
- Furnish and Maintain: hydraulic oil at proper operating level
- Pressure Test: perform yearly pressure test and tags for state inspection

Contractor must be willing to enter into contract with MHA for a period of two (2) year.

Deadline: November 28, 2017

