

Quotations for Small Purchases (QSP)
CONDITIONS TO QUOTE
QSP 2017-13 Main Waste Line Repair for Paterson Court

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 **Wednesday, November 29, 2017 at 3:00 PM CST.**

- 1.0 **MHA CONTACT:** All questions pertaining to this QSP shall be addressed to Martha Groomster (hereinafter, the Contract Administrator or CA), Telephone: 334-206-7130; e-mail: mgroomster@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 quoted

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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.

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, the 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

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\$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;

- 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:**

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Include all labor, materials, tools and equipment necessary to:

1. Remove 75 linear feet of existing sewer line.
2. Install 75 linear feet of new 6" diameter PVC sewer piping.
3. Install new PVC clean out in 12"x12"x4" concrete collar.
4. Connect existing laterals to new sewer line as required.
5. Connect new sewer line to existing manhole.
6. Remove and reinstall (reuse) existing landscaping materials affected by this work.
7. Remove and replace concrete sidewalk sections, at control joints, affected as a result of this work.
8. Remove and replace asphalt drives affected as a result of this work.
8. Contact 811 for utility locations prior to start of this work.
9. Obtain City permits and inspections as required.
10. Please see website or pick up a video from MHA
11. Before submitting the construction cost for the work, the contractor shall carefully examine the site and satisfy himself as to the nature and location of the sewer line, general and local conditions, general character of the site, and any other work being performed at the time of the submission of the bid.
12. Submission of a bid constitutes a representation by the contractor that the contractor has made an examination and site visit and has judged for and satisfied himself as to the conditions to be encountered regarding character, difficulties, quality, and quantities of work to be performed and the required material, labor, tools and equipment to be furnished.
13. The contractor shall maintain a competent level of supervision for the performance of the work.
14. The contractor shall permit only fit and skilled persons to perform the work. The contractor shall enforce safety procedures, strict discipline, and good order among persons performing the work. The contractor shall remove from its employment any persons who deliberately or persistently produces non-conforming work or who fails or refuses to conform to reasonable rules of personal conduct implemented by the contractor or owner.

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15. The contractor is solely and completely responsible for job safety, including protection of persons and property. The contractor shall create, maintain and supervise conditions and programs to facilitate and promote the safe execution of the work and shall supervise the work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county and local laws, ordinances, codes and regulations.

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DESCRIPTION: In compliance with 24 CFR 85.36, the Montgomery Housing Authority (MHA) hereby request quotes from qualified companies to provide **Main Waste Line Repair for Paterson Court.**

SUBMISSION DEADLINE: Wednesday, November 29, 2017 @ 3:00 P.M. (CST)

SUBMISSION ADDRESS: Montgomery Housing Authority
525 South Lawrence Street
Montgomery, Alabama 36104
mgroomster@mhatoday.org

Signature	Date	Title
Printed Name	Telephone Number	Email Address
Company Name		Web Address
Mailing Address		City, State, Zip

ATTACH A COST BREAKDOWN SHOWING EXPENDITURES

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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

Main Waste Line Repair for Paterson Court

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 Video 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 BID: For construction complete as shown and specified, the sum of:

_____ Dollars (\$_____)

COMPLETION DATE: Project shall be substantially complete within 21 calendar days.

Witness Signature

Signature

Print Name/Title

Print Name/Title

Date

Date