

**QUOTATIONS FOR SMALL PURCHASES (QSP) No. QSP 2021-01  
INFORMAL HEARING OFFICER**



**Montgomery Housing Authority**  
525 South Lawrence Street  
Montgomery, Alabama 36104

**QUOTATIONS FOR SMALL PURCHASE (QSP 2021-01)  
INFORMAL HEARING OFFICER**

**DATE ISSUED:** Thursday, April 1, 2021

**TYPE OF PROJECT:** The Montgomery Housing Authority is seeking a professional individual(s) and/or firm(s) to provide grievance hearing/reviews services for Public Housing and Housing Choice Voucher, formerly Section 8, residents/participants.

**CONTACT PERSON:** Sheila Brown, Procurement/Contract Administrator  
[sbrown@mhatoday.org](mailto:sbrown@mhatoday.org)

**LAST DAY FOR QUESTIONS:** Monday, April 12, 2021 at 3:00 p.m. (CST)

**SUBMISSION DEADLINE:** Tuesday, April 20, 2021 at 3:00 p.m. (CST)

**SUBMISSION ADDRESS:** Sheila Brown, Procurement /Contract Administrator  
Montgomery Housing Authority  
525 South Lawrence Street  
Montgomery, Alabama 36104

The responsibility for submitting a response to this QSP at the MHA on or before the stated time and date will be solely and strictly the responsibility of the respondent. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the quote.

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**PROCEDURE:** Bidders must submit proposed pricing on Form of Quote. Bidder may submit separately cost for additional services that maybe available. The Montgomery Housing Authority (MHA) will accept the proposed pricing by email, fax or by mail delivery only! MHA will NOT accept proposed pricing verbally or by telephone!

- 1.0 MONTGOMERY HOUSING AUTHORITY (MHA) CONTACT:** All questions pertaining to this QSP documents shall be addressed to Sheila Brown, Procurement/Contract Administrator, telephone: (334) 206-7130, fax: (334) 206-7222; or e-mail: [sbrown@mhatoday.org](mailto:sbrown@mhatoday.org).
- 2.0 APPLICABILITY:** By submitting a quote to the MHA, the vendor is agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases other than Construction.
- 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 the MHA to be in the best interest of the HA;
  - 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 Bidder;
  - 3.3** Determine the days, hours and locations that the successful Bidder 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 Contract Administrator (CA), 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;
  - 3.5 MHA reserves the right to:**
    - 3.5.1** To make an award to the same vendor (aggregate) for all items; or,
    - 3.5.2** To make an award to multiple Vendors for the same or different items.
- 4.0 BIDDER'S RESPONSIBILITY:** Each Bidder must carefully review and comply with all instructions provided herein, provided within any named attachments and those provided within the noted Internet system.
- 5.0 DEADLINE:** Quotes must be received by Tuesday, April 20, 2021 @ 3:00 P.M. CST Each vendor 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 Bidder thereby agrees to "hold" or not increase the proposed quote prices during the term of the work.

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- 7.0 PURCHASE ORDER (PO):** 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 Bidder thereby agrees to confirm receipt of the PO in the manner directed by MHA.
- 8.0 AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the CA, award shall be made to the responsive and responsible Bidder that submits the lowest cost.
- 9.0 INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to 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.
- 10.0 QUOTE COSTS:** There shall be no obligation for the MHA to compensate any Bidder or prospective Bidder 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, as specified within this QSP or on the PO issued.
- 12.0 ASSIGNMENT OF PERSONNEL:** MHA shall retain the right to demand and receive a change in personnel assigned by the successful Bidder to provide services to the HA if the HA believes that such change is in the best interest of the HA and the completion of the work or provision of the items.
- 13.0 E-VERIFY:** U.S. Law requires companies to employ only individuals who may legally work in the United States - either U.S. citizens, or foreign citizens who have the necessary authorization. The Contractor must certify compliance with E-verify, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. The 1-page form (attached) must be fully completed, executed where provided thereon and will be a part of the contract.
- 14.0 SECTION 3/RESIDENT PARTICIPATION:** MHA encourages the hiring of residents by the Contractor for any employment opportunities available as a result of its contracts. The Contractor will be asked to make every effort to hire residents and to post job opportunities in the Management Office of the communities where the work is to be performed. The Contractor will be asked to report the hiring of any residents to assist MHA in monitoring resident participation in the performance of work under its contracts, progress toward achieving established goals and in the development of future resident participation programs.
- 15.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful Bidder 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 MHA.

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**16.0 LIABILITY-INDEMNITY-REMEDIES**

- 16.1** In the course of performing the services under this Agreement, Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, or equipment. To the extent any such claim is made or determined payable against MHA, Contractor further shall indemnify and hold MHA harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by Contractor, its employees, agents, or subcontractors and arising out of any other operation no matter by whom performed for and on behalf of Contractor, whether or not due in whole or in part to conditions, acts, or omissions done, or permitted by Contractor or MHA.
- 16.2** To the full extent authorized by law, Contractor agrees to indemnify, hold harmless and defend MHA, its commissioners, employees, and agents from and against any and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, attorneys' fees, court costs, and other costs and expenses incidental thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorneys' fees) which MHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against MHA, its commissioners, employees, or agents, as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontractors or agent, in the fulfillment or performance of the terms, conditions, or covenants that are contained in this Agreement, and which said act or failure to act is contrary to or is not authorized by this Agreement or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by the negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitations of liability to which MHA is entitled under §11-93-2 of the Code of Alabama (which limits recovery for damages against a governmental entity to \$100,000 for bodily injury or death for one person in a single occurrence; \$300,000 in the aggregate for bodily injury or death for more than two persons in a single occurrence; and \$100,000 for damage or loss of property in a single occurrence) or under any other present or future statute or rule of law which limits any liability of MHA in any manner.

**17.0 LICENSING AND INSURANCE REQUIREMENTS:** Prior to award (but not as a part of the quote submission) the *successful Bidder* will be required to provide:

- 17.1** An original certificate evidencing the Bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
- 17.2** An original certificate evidencing General Liability coverage, naming MHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of 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

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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;

- 17.3 An original certificate showing the Bidder'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.
- 17.4 A copy of the Bidder's business license allowing that entity to provide such services within the jurisdiction of Montgomery, Alabama;
- 17.5 A copy of the Bidder's license issued by the State of Alabama licensing authority allowing the Bidder to provide the services detailed herein.

**18.0 SCOPE OF SERVICES:**

See Attached Scope of Work (Exhibit A)

The Contractor must be willing to enter into contract with MHA for a period of two (2) years with an option to extend, at MHA discretion, for one (1) additional year.

- 18.1 All Bidders are required to examine carefully the contents of the proposed work and it is mutually agreed that the submission of a Quotes shall be evidence that the Bidder has made such examination and has judged for and satisfied himself/herself as to the conditions to be encountered and as to the character, quality, and quantities of work to be performed and materials to be furnished. Bidders shall also familiarize themselves with and shall comply with the requirements of all Federal, State, and Local Laws and Ordinances which may directly or indirectly affect the job, prosecution of the job, persons engaged in or employed on the job, or the materials or equipment used on the job. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.
- 18.2 The successful low bidder is responsible for acquiring the appropriate business licenses and permits to conduct work within the City of Montgomery.
- 18.3 A Notice to Proceed, which specifies when the work is to begin, will be given to the Contractor in writing. Any preliminary work started, or materials ordered or purchased before receipt of the notice to proceed are at the risk and expense of Contractor.

**19.0 CLIENT INFORMATION AND REFERENCES**

- 19.1 Vendor shall submit a listing of former or current clients, including any other Public Housing Authority for whom the vendor has performed similar or like services to those being proposed in the QSP. The listing shall at a minimum include:
  - ❖ Client's name
  - ❖ Client's contact name

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- ❖ Client's telephone number
- ❖ A brief description and scope of the service(s) and the dates the services were provided

**20.0 DOCUMENTS THAT APPLY TO THIS QSP:**

- 20.1 Detailed Quote;
- 20.2 Profile of Firm Form;
- 20.3 Client Reference Form;
- 20.4 Form of Quote;
- 20.5 HUD form *Table 5.1, Mandatory Contract Clauses for Small Purchases Other than Construction (see attached)*;
- 20.6 The MHA reserves the right to require the successful Bidder/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.
- 20.7 All of the terms and requirements listed within each of the following documents are hereby included by reference as a part of this Quote request. The respondent thereby agrees to abide by all such terms and requirements. *A copy of 24 CFR 135, commonly known as Section 3 (included by reference; a copy will be delivered by the MHA to any vendor upon submission to the CA or a written request for such). The successful respondent hereby agrees to comply with all requirements of the HUD Section 3 Program as detailed therein. If a vendor chooses to certify as a Section 3 respondent, he/she shall receive the preference noted therein. In any case, the successful respondent 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 respondent 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.*

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INTENTIONALLY**

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**PROFILE OF FIRM**

*(This Form must be fully completed and placed in the submittal.)*

**PRIME** \_\_\_\_\_ **SUB-CONTRACTOR** \_\_\_\_\_  
*(Proposer must also identify his sub-contractors (if any) by providing Profile of Vendor form for each)*

(1) Name of Vendor: \_\_\_\_\_

(2) Address, City, State, Zip: \_\_\_\_\_

(3) Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

(4) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this vendor and enter where provided the correct percentage (%) of ownership of each:

<input type="checkbox"/> Caucasian American (Male) _____ %	<input type="checkbox"/> Public-Held Corporation _____ %	<input type="checkbox"/> Government Agency _____ %	<input type="checkbox"/> Non-Profit Organization _____ %
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Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

<input type="checkbox"/> Resident- Owned _____ %	<input type="checkbox"/> African American _____ %	<input type="checkbox"/> Native American _____ %	<input type="checkbox"/> Hispanic American _____ %	<input type="checkbox"/> Asian/Pacific American _____ %	<input type="checkbox"/> Asian/Indian American _____ %
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<input type="checkbox"/> Woman-Owned (MBE) _____ %	<input type="checkbox"/> Woman-Owned (Caucasian) _____ %	<input type="checkbox"/> Disabled Veteran _____ %	<input type="checkbox"/> Other (Specify) _____ %
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WMBE Certification Number: \_\_\_\_\_

Certified by: \_\_\_\_\_

*(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)*

(5) Federal Tax ID No. \_\_\_\_\_  
DUNS No. \_\_\_\_\_

(6) Business License No. \_\_\_\_\_ State \_\_\_\_\_

(7) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

(8) Worker’s Compensation Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

(9) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

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- (10) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama?     Yes                       No  
*If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.*
- (11) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of MHA?     Yes                       No  
*If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.*
- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any person, to fix the proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.
- (13) **Verification Statement:** The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if MHA discovers that any information entered herein if false, that shall entitle MHA to not consider nor make or to cancel any award with the undersigned party.
- (14) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



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**Client Reference Form**

The past performance of the respondent on prior work of the same or similar nature, in the past (3) years, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the MHA chooses to conduct with such. The past performance shall also include quality of work, and compliance with performance schedules.

Respondent shall submit a listing of former or current clients, including any other Public Housing Authority for whom the respondent has performed similar or like services to those being proposed in the QSP. The listing shall at a minimum include:

- Client's name
- Client's contact name
- Client's telephone number
- A brief description and scope of the service(s) and the dates the services were provided

**Client Information**

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

**Client Information**

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided



**EXHIBIT A**  
**SCOPE OF WORK**  
**Informal Hearing Officer**

1. Contractor shall preside over Hearings and issue written decisions on same in strict conformity with all applicable provisions of 24 CFR § 966.56, 24 CFR § 966.57, 24 CFR § 982.554, and 24 CFR § 982.555, MHA's Grievance Procedure for Public Housing Tenants, MHA's Grievance Procedure for Public Housing Applicants, and MHA's Grievance Procedure for Housing Choice Voucher (HCV) Participants, and MHA's Grievance Procedure for HCV Applicants.
2. Contractor shall offer four types of Informal Hearing/Reviews: Denial of Admission, Reasonable Accommodation for Persons with Disabilities, Denial of Admission based on Immigration Status and Resident Tenancy/Participant Determinations.
3. Contractor shall schedule and preside over grievance hearings to determine whether Montgomery Housing Authority decisions relating to HCV tenants, HCV applicants, Public Housing tenants, and Public Housing applicants ("Hearings") are in accordance with applicable state and federal law, HUD regulations, and MHA policies.
4. Contractor shall review all above-described grievance procedures and policies and become proficient in same; as well as, review evidence and arguments presented by applicant in support of eligibility status.
5. Contractor shall allow representation and interpretive services by an attorney or other designee on behalf of the applicant.
6. Contractor will allow a minimum of thirty (30) minutes for each hearing and a maximum of thirty (30) minutes for complainant to appear late for scheduled hearing.
7. Contractor shall prepare a written report for each hearing identifying the following: applicant, those accompanying the applicant and any evidence presented.
8. Contractor shall allow four categories of evidence: oral, documentary, demonstrative, and real.
9. Contractor will issue a written decision, stating the reasons for the decision, within ten (10) business days after the hearing.
10. Written decision will include: background, summary of evidence, findings of fact, evidence to support MHA, validity of grounds for termination of tenancy (when applicable), notice to family, conclusions and order.

**FORM OF QUOTE-QSP 2021-01 Informal Hearing Officer**

Each Bidder shall submit his/her quote on this form only, which shall be completed and returned to the HA as detailed herein. The Bidder may include separate cost for additional services that are not listed below.

Item No.	Description	Unit \$ Quoted	x Qty	= Subtotal
1	Administrative Services	\$		\$
2	Presiding over Hearing	\$		\$
3	Decision/Outcome Reporting	\$		\$
4	Transmitting Decision/Outcome	\$		\$
5	Record Retention	\$		\$
		TOTAL AMOUNT PER HEARING:		\$

\*First, place within the above an amount for each noted unit to complete the required work. Second, add the unit costs to arrive at a Total Amount Quoted.

\*\*In the case of any discrepancy between the "Total Amount Quoted" and the recalculated sum of adding each of the individual quote amounts entered (e.g. the Bidder makes a mistake in adding the amount to arrive at a Total Amount Quoted), MHA reserves the right to choose either the new calculated sum or the original Total Amount Quoted submitted, either as may be in the favor of MHA.

The undersigned Bidder hereby quotes the above amounts to complete the required work (print clearly and legibly!). Further, by submitting this quote, the undersigned Bidder agrees to abide by all terms and conditions listed within any document issued by the HA pertaining to this issue.

COMPLETED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address (Street; City; State; Zip)