

**BELMONT HOUSING  
AUTHORITY  
51 FLOWERS COURT  
BELMONT, NC 28012  
bhanc.org**

**QUOTATION FOR SMALL PURCHASES (QSP)  
NO. S22008**

**HVAC Service**

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**INTRODUCTION**

Belmont Housing Authority (hereinafter, “the Agency”) is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within the City of Belmont, North Carolina. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy.

Currently, the Agency owns and/or manages: (a) 1 multi-family apartment complex totaling 50 units and (b) 32 Rural Development Elderly/Disabled Housing Units (for a total of 82 units). The Agency currently has approximately 2 full-time regular employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting quotes from qualified, licensed, and insured entities to provide the above-noted services to the Agency. All quotes submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

**RFP INFORMATION AT A GLANCE**

**[Table No. 2]**

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Mr. Foster.)	Sue Lampton-Willocks, Procurement Telephone: (704) 274-7484 E-mail: procurement@bhanc.org 51 Flowers Ct., Belmont, NC 28012
DEADLINE TO SUBMIT QUESTIONS	Wednesday, October 12, 2022, 2:00 PM ET
HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE SUBMITTAL	As instructed within Section 3.0 of the QSP document, submit 1 copy of your "hard copy" quote to the 1. Agency Procurement office.
QUOTE SUBMITAL RETURN & DEADLINE	Thursday, October 26, 2022, 2:00 PM ET Sue Lampton-Willocks, Procurement 51 Flowers Ct., Belmont, NC 28012 All information required herein must be received in hand and time-stamped by the Agency by no later than 2:00 PM on this date.
ANTICIPATED APPROVAL BY THE AGENCY BOARD OF COMMISSIONERS	TBD (if necessary)

**1.0 THE AGENCY’S RESERVATION OF RIGHTS.** The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the QSP.** Reject any or all quotes, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this QSP.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 days written notice to the successful quoter (hereinafter, "Contractor").
- 1.4 Right to Determine Time and Location.** Determine the days, hours and locations that the Contractor shall provide the services called for in this QSP.

- 1.5 Right to Retain Quotes.** Retain all quotes submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving quotes without the written consent of the Agency Contact Person (CO).
  - 1.6 Right to Negotiate.** Negotiate the fees proposed by the quoter entity.
  - 1.7 Right to Reject any Quote.** Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.
  - 1.8 No Obligation to Compensate.** Have no obligation to compensate any quoter for any costs incurred in responding to this QSP.
  - 1.9 Right to Prohibit.** At any time during the QSP or contract process to prohibit any further participation by a quoter or reject any quote submitted that does not conform to any of the requirements detailed herein. By downloading this document, each prospective quoter is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective quoter, of any responsibility pertaining to such issue.
- 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking quotes from qualified, licensed, and insured HVAC entities to provide services that shall include two (2) HVAC precision tune-ups per year than 10 Tons, for Split Systems Less but are not limited to, the following:
- 2.1** The following items are to be performed for air conditioning Precision tune-up; Observe unit operation, Tighten all Electrical Connections, Check amperage, Check supply voltage, Inspect and adjust belts and pulleys, Check refrigerant pressures; superheat/subcooling, Check and replace filters, Check ambient temperatures, Inspect compressor, Inspect breaker, Examine and lubricate fan and blower motors if necessary, Clean condenser coils, Examine contactor points, Check relays and capacitors, Inspect hi/low-pressure switch, Check calibrations of thermostats, Examine and lube bearings if necessary, Check for correct temperature drop, Inspect drain line and pan, Flush drain, Check float switch, Add drain tablets if necessary, Provide reports on all units.
  - 2.1.2** Items checked during filter changes; Observe unit operation, Inspect and adjust belts and pulleys, and Check calibration of thermostats.
  - 2.1.3** The following items are to be performed for Heating Precision tune-up; Observe unit operation, Tighten all electrical connections, Check amperage, Check the supply voltage, Inspect and adjust belts and pulleys, Inspect breakers, Check and replace filters, Examine and lubricate fan and blower motors, Check calibration of thermostats, Check for correct temperature rise, Examine heat elements, Check fuses, Inspect fam limit control, Clean pilot, igniter, and thermocouple, Inspect gas connections and gas valve, Examine fan controls, Inspect burners/flame, Check limit control, Check gas pressure, Visual inspection of flue pipe, Examine and lube bearings if necessary, Provide reports on all units.
  - 2.1.4** A complete copy of the technician's report indicating recommended repairs diagnosed during the inspection. One report per system.

**2.2 Previous/Current Contractor.** The Agency's current Contractor(s) for these services is GSM of Gastonia, NC, who has performed these services for the Belmont Housing Authority.

**3.0 QUOTE FORMAT.**

**3.1 Quote Submittal.** As this is a Quotation for Small Purchases (QSP) competitive solicitation process, the Agency intends to complete award pursuant to a "Low Quote" basis, though the Agency shall retain the right to reject any quoter who proposes, if in the Agency's opinion, any proposed costs that are too high. There is no responsibility on the part of the quoter to submit any documentation in response to this QSP; however, quoters wishing to claim a Section 3 preference must submit a fully completed Attachment D (Document 4.0 attached hereto), along with any documentation required thereon

**[Table No. 3]**

<b>Precision Tune Up for Split</b>	<b>QTY</b>	<b>Amount</b>
Air Conditioning Precision Tune: Observe unit operation, Tighten all Electrical Connections, Check amperage, Check supply voltage, Inspect and adjust belts and pulleys, Check refrigerant pressures; superheat/subcooling, Check and replace filters, Check ambient temperatures, Inspect compressor, Inspect breaker, Examine and lubricate fan and blower motors if necessary, Clean condenser coils, Examine contactor points, Check relays and capacitors, Inspect hi/low-pressure switch, Check calibrations of thermostats, Examine and lube bearings if necessary, Check for correct temperature drop, Inspect drain line and pan, Flush drain, Check float switch, Add drain tablets if necessary,	<b>51</b>	
Heating Precision tune-up; Observe unit operation, Tighten all electrical connections, Check amperage, Check the supply voltage, Inspect and adjust belts and pulleys, Inspect breakers, Check and replace filters, Examine and lubricate fan and blower motors, Check calibration of thermostats, Check for correct temperature rise, Examine heat elements, Check fuses, Inspect fan limit control, Clean pilot, igniter, and thermocouple, Inspect gas connections and gas valve, Examine fan controls, Inspect burners/flame, Check limit control, Check gas pressure, Visual inspection of flue pipe, Examine and lube bearings if necessary,	<b>51</b>	
<b>TOTAL</b>		

**3.2 Additional Information Pertaining Quote Submittal.** As this is a Quotation for Small Purchases (QSP) competitive solicitation process, the Agency intends to complete award pursuant to a "Low Quote" basis, though the Agency shall retain the right to reject any quoter who proposes, if in the Agency's opinion, any proposed costs that are too high. There is no responsibility on the part of the quoter to submit any documentation in response to this QSP; however, quoters wishing to claim a Section 3 preference must submit a fully completed Attachment D (Document 4.0 attached hereto), along with any documentation required thereon.

**3.3 Entry of Proposed Fees.** The proposed fees shall be submitted by the quoter and received by the Agency. Unless otherwise stated herein, the proposed fees are all-inclusive of any related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; tools; equipment (including such incidental "equipment" such as rags, tools, and hand-cleaner, etc.); long distance telephone calls; travel; and document copying not specifically agreed to by the Agency; etc.

**3.3.1 HUD Maintenance Wage Rates Determination (MWRD).** HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), the Agency must ensure that contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment H, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor will not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

**3.4 Submission Responsibilities.** It shall be the responsibility of each quoter to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the QSP document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the quoter. Written notice from the quoter not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that quoter to not be considered for award.

**3.4.1 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON ANY DOCUMENTS THAT MAY BE SUBMITTED! Quoters are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the quoter, such may invalidate that quote. If, after accepting such a quote, the Agency decides that any such entry has not changed the intent of the quote that the Agency intended to receive, the Agency may accept the quote and the quote shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing the noted documents, each prospective quoter that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a quote, the quoter is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this QSP.

- 3.4.2 Submission Responsibilities.** It shall be the responsibility of each quoter to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the QSP document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the quoter. By virtue of completing, signing and submitting the completed documents, the quoter is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the quoter not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that quoter to not be considered for award.
- 3.5 Quoter's Responsibilities — Contact with the Agency.** It is the responsibility of the quoter to address all communication and correspondence pertaining to this QSP process to the CO only. Quoters must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this QSP. Failure to abide by this requirement may be cause for the Agency to not consider a quote submittal received from any quoter who may has not abided by this directive.
- 3.5.1 Addendums.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective quoters (i.e. firms or individuals that have obtained the QSP Documents). During the QSP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the QSP are made—between the Agency and a prospective quoter when other prospective quoters are not present) conversations that may give one prospective quoter an advantage over other prospective quoters. This does not mean that prospective quoters may not call the CO—it simply means that, other than making replies to direct the prospective quoter where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective quoter's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective quoters in writing by addendum.
- 3.6 Quoter's Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.
- 3.6.1** Within **24 CFR 85.36(e)** it states:
- 3.6.1.1** (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
- 3.6.1.2** (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- 3.6.1.3** (2) Affirmative steps shall include:

- 3.6.1.3.1** (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 3.6.1.3.2** (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3.6.1.3.3** (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 3.6.1.3.4** (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.6.1.3.5** (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- 3.6.1.3.6** (vi) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

**3.6.2** Within **HUD Procurement Handbook 7460.8 REV 2** it states:

**3.6.2.1** Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.

**3.6.2.2** Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**3.6.3** Within our **Agency Procurement Policy** it states that our Agency will:

**3.6.3.1 Assistance to Small and Other Business, Required Efforts:**



- 3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;
- 3.6.3.1.2** Encouraging their participation through direct solicitation of quotes or quotes whenever they are potential sources;
- 3.6.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 3.6.3.1.6** Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- 3.6.3.1.7** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.7 Pre-quote Conference.** There is not a pre-quote conference scheduled as a part of this QSP.

**3.8 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 by reference included as a part of this QSP:

**[Table No. 5]**

QSP Section	Document No.	Attachment	Attachment Description
3.8.1	1.0		This QSP Document
3.8.2	2.0	A	Table 5.1
3.8.3	3.0	B	form HUD 5370-C II (1/2014) <i>General Contract Conditions for Non-Construction (with maintenance Work)</i>
3.8.4	4.0	C	North Carolina E-Verify Certification
3.8.5	5.0	D	Flowers Court Diagram
3.8.6.	6.0	E	Quote Form

**4.0 QUOTE EVALUATION.**

**4.1 No Public Opening.** As this is an informal QSP competitive solicitation process, a public opening of quotes submitted will not be conducted. Instead, the Agency will receive quotes in confidence or private (without a public opening), will evaluate all quotes submitted, and will in a timely manner inform all quoters of the results of such evaluation.

**4.1.1 Ties.** In the case of tie quotes, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

**4.2 Responsive Evaluation.** Quote submittals received will first be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 10 days after such determination is made).

**4.3 Responsible Evaluation.** The Agency will evaluate each quoter as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 10 days after such determination is made).

**4.3.1** Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful quoter(s).

**4.4 Restrictions.** Any and all persons having ownership interest in a quoter entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a quoter entity will be excluded from participation in the evaluation of the quote.

**5.0 CONTRACT AWARD.**

**5.1 Contract Award Procedure.** If a contract is awarded pursuant to this QSP, the following detailed procedures will be followed:

**5.1.1** By completing, executing and submitting the Form of Quote, Attachment A, the “quoter is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the Agency, including the contract clauses already attached as Attachments E and E-1 through E-7. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

**5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this QSP:

**5.2.1 Contract Form.** The Agency will not execute a Contract on the Contractor's form—contracts will only be executed on the Agency form (please see Sample Purchase Order, Attachments E and E-1 through

E-7), and by submitting a quote the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the QSP process (prior to the submittal deadline) consider any contract clauses that the quoter wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective quoter to notify the Agency, in writing, prior to submitting a quote, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective quoter is not willing to abide by the Agency's response (decision), then that prospective quoter shall be deemed ineligible to submit a quote.

**5.2.1.1 HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this QSP.

**5.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

**5.2.3 Unauthorized Sub-Contracting Prohibited.** The Contractor 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 contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

**5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

**5.3.1 Potential Change of Awarded Contractor.** If, at any time during the ensuing contract period, the original awarded Contractor is terminated or resigns, the Agency shall have the right to complete award to the next-ranked responsive and responsible quoter. Such award may, at the Agency's discretion, be for either just the period of time remaining for the awarded contract period (a year or less), or the Agency may decide to award for that period of time plus the potential of any remaining eligible option periods.

**5.3.2 Maximum Expenditures.** Whereas this is a QSP process, pursuant to HUD procurement regulation, total expenditures ensuing from award of this QSP must not exceed \$100,000; accordingly, the Agency will ensure that such does not occur by terminating the contract at the appropriate time and, if applicable, conducting a new QSP (or other) competitive solicitation process.

**5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the quote submission) the Contractor will be required to provide:

- 5.4.1 **Workers Compensation Insurance.** An original certificate evidencing the quoter's current industrial (worker's compensation) insurance carrier and coverage amount;
- 5.4.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency 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 maximum deductible amount of \$5,000;
- 5.4.3 **Automobile Insurance.** An original certificate showing the quoter's automobile insurance coverage. 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 \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.4 **City/County Business License.** If applicable, a copy of the quoter's business license allowing that entity to provide such services within the State of North Carolina.
- 5.5 **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated quoter may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated quoter. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated quoter. The Agency shall also retain the right to negotiate with and make an award to more than one quoter, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- 5.6 **Contract Service Standards.** All work performed pursuant to this QSP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 5.7 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 work days of notification by the Agency.

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