

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

**REQUEST FOR QUOTES  
(QSP)  
NO. S22001**

**Landscaping Maintenance Services**

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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.

**QSP 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.)	Scott Helms, Maintenance Supervisor Telephone: (704)825-9376 E-mail: j.s.helms@bhanc.org 51 Flowers Ct., Belmont, NC 28012
DEADLINE TO SUBMIT QUESTIONS	Wednesday, July 27, 2022
HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE SUBMITTAL	As instructed within Section 3.0 of the QSP document, submit 1 copies of your "hard copy" quote to the 1. Agency Procurement office.
QUOTE SUBMITAL RETURN & DEADLINE	Thursday, August 4, 2022, 2:00 PM ET Scott Helms, Maintenance Supervisor 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 entities to provide services that shall include, but are not limited to, the following:
- 2.1 **On-going Mowing and Trimming Services.**
    - 2.1.1 All grass areas shall be mowed weekly during the growing season from March through October. Mowing height will typically be 3 to 3 ½ inches. If the height of the grass has exceeded 6", the mower blades shall be raised but at no time will more than 1/4 of the grass leaf area be removed. Several mows will be implemented in order to gradually reduce the overall height of the turf and prevent undue stress. At no time should mower blades be set lower than 3" in order to prevent scalping. The Agency reserves the right to choose which specific days and times services are provided at each site (and will establish such during negotiations with the successful proposer).
    - 2.1.2 Flowers Court will be mowed and trimmed in its entirety during each mowing session. All associated trimming and clean-up work will be performed during the same session. Mowing patterns will alternate, whenever possible, to reduce rutting and compaction of the turf area. Where turf is too narrow to allow mower access the contractor will line trim grass to a uniform height during each mowing session. In the case of guard rails or similar, both sides will be trimmed out a minimum of three feet. All fences will be maintained free of all vines, weeds, and brush growth. Brushy material will be maintained at a minimum of two feet distance from the fence. Chemical spraying of pre- and post-emergent treatment weed control is acceptable
    - 2.1.3 All turf areas to be mowed will be policed for loose trash and debris prior to mowing.
    - 2.1.4 Grass clippings and debris are to be blown away from walkways, curbs, driveways, concrete pads, and buildings after each mowing or

edging operation. Grass and debris will not be blown or placed in parking lots, entrance doors or other areas where it will be seen or is unsightly. Grass and debris will not be blown into storm drains or bedding areas.

- 2.1.5** Areas throughout the complexes that are sloped and planted with love grass, hard fescues, or other stabilizing grass types will be trimmed down periodically during the mowing season. The primary concern will be the control and maintenance of all woody or undesirable weed material. Woody material will be cut and removed. Grassy weed material being one foot or less in height will be trimmed and sprayed
- 2.1.6** Any damage to Agency- or tenant-owned property by the Contractor from mowing, or other services performed by the Contractor, will be the Contractor's sole responsibility to repair in a timely manner.
- 2.1.7** All turf areas shall be mowed every 7 days during the growing season, typically from mid-March through mid-October (though the Agency shall reserve the right to notify the Contractor, by delivery of a 10-day notice, when he/she shall switch from services every 10 days to services every 30 days). Mowing height will typically be 3 to 3½ inches. The Agency reserves the right to choose which specific days and times services are provided at each site (and will establish such during discussions with the apparent Contractor).
- 2.1.8** The weekly services will be provided by the Contractor in the following order:
  - 2.1.8.1** First, all trash and debris will be picked up from the landscaped areas;
  - 2.1.8.2** Second, if applicable, any foliage will be trimmed;
  - 2.1.8.3** Third, where appropriate, trimming by use of a weed eater (typically around foliage, trees, walls, buildings, etc.) and an edger (typically along concrete walks) will be completed;
  - 2.1.8.4** Fourth, the lawn areas will be cut;
  - 2.1.8.5** Fifth, all bedding areas, tree rings, fencing and specialty planting areas will be free from weeds at all times in the interior and along the edges. Chemicals can be used where they will not contact or adversely affect desirable material. Sucker growth will be pruned, never trimmed or sprayed. Dead weeds will be removed by trimming or hand as appropriate. Asphalt areas, curbs, and sidewalks shall be sprayed with pre- and post-emergent treatments for weeds and kept weed free at all times; and
  - 2.1.8.6** Sixth, the immediate adjacent paved areas will be cleaned, most typically by use of a blower; and
- 2.1.9** All grass clippings will be either removed (vacuumed) or blown back onto turf from sidewalks, parking lots, trash enclosures, porches, or other non-grass areas of the housing site, resulting in a neat and

acceptable appearance ("acceptable," as decided by the assigned Agency staff).

- 2.1.10** Any damage to any property (Agency- or tenant-owned) caused by mowing or other services performed by the Contractor, will be the Contractor's sole responsibility and expense to repair in a timely manner.
- 2.2 Mulching** - All materials will be well aged with no "green" wood, free of debris or hazards. Pine straw bales will be of good quality without rot, mold, or other obvious signs of deterioration at the time of installation. Pine bark mulch will be of acceptable uniformity and free of debris.
- 2.2.1.** Use of pine straw shall be limited to annual or flower bed areas at the administrative building (front and back) and all trees will be applied twice a year as to maintain a uniform and neat appearance. Edges will be blown or tucked. Old pine straw mulch will be removed prior to new mulch being installed. Pine straw mulch will be applied to all areas mulched will a minimum depth of three (3) inches of pine straw mulch
- 2.2.2.** Areas requiring wood mulch; bedding and tree rings will be mulched to a depth of 2". All wood mulch areas will be re-mulched at least once a year in the early winter and as needed as the result of storm or flood damage. At no time will the mulch be applied in such a manner that it would come into contact with the bark of trees or shrubs and it shall have a clearly defined edge. Wood mulch depth shall be 3" in new areas and 2" in established areas.
- 2.3 Aeration and overseeding.** Aeration will be done yearly in conjunction with the overseeding. Each area shall be overseeded in either spring or fall based on grass type as established during discussions with the Contractor. Straw mulch will be used in all bare areas. Fertilizer, lime, and the pure live seed will be provided by the contractor. Fertilizer and lime will be based upon soil test results. The Agency reserves the right to choose which specific days and times services are provided at each site (and will establish such during discussions with the apparent Contractor).
- 2.4 Pruning and Tree Trimming.** Where appropriate all material will be allowed to adopt a natural but controlled condition. Based upon visibility and need, shearing may occur as requested by Agency designated representative. Trimming will be specified as a hand (detailed) or mechanical (sheared) control. All tree material shall be maintained to provide a clear line of sight to all windows, pedestrian walkways, sidewalks, driveways, and intersections. Within the landscape beds, an average clearance of six (6) feet shall be maintained to provide a clear view of the landscape. At no time shall vegetation touch buildings or fences. Plants shall be allowed to attain their natural character and size.
- 2.5 Additional Potential Labor that may be required.** At some point, during the contract period, the Agency may require the Contractor to provide the following services. The Agency will dictate the days and times of such services if retained. The Contractor will provide the services at the Additional Labor Rates detailed within the Contractor's proposal; meaning, the total price will be negotiated.

- 2.5.1 All areas requiring brush mowing shall be cut to a height of 6"
- 2.5.2 **Task Order Basis.** The Agency will only order such additional services by use of a fully completed Task Order form (please see Attachment G-4).
- 2.6 **Contractor's Responsibilities.**
- 2.6.1 **Equipment; Supplies; Materials.** As a part of the proposed fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the Agency shall not pay any additional fees for such.
- 2.6.2 **Safety.** The Contractor shall, at all times, ensure that all work provided by the Contractor complies with all local, State, and Federal rules pertaining to workplace safety; meaning, the Contractor shall, at all times, conduct business in such a manner as to protect its workers, Agency residents, Agency staff, and the public. Further, the Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the Agency), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.
- 2.6.3 **Ensuing Debris.** The Contractor shall, as detailed herein, remove all ensuing debris from the Agency property daily.
- 2.7 **Fertilizing and Weed Control.**
- 2.7.1 **Fertilization.** As ordered by the Agency, fertilizing or liming of turf areas will be performed 2-3 times per growing season using a fertilizer suitable for the turf type on the housing sites.
- 2.7.2 Lime shall be pelletized limestone containing no less than 89% carbonates and should be of fineness that less than 50% will pass through a 100-mesh sieve and at least 90% will pass thru a 20-mesh sieve
- 2.7.3 Fertilizers, when applied to turf, will be removed from sidewalks and parking areas immediately after application to prevent staining. There will be no additional labor charge to the Agency for the application of fertilizers.
- 2.7.4 Insecticides or other agents will be used as needed to control ants and insects destructive to vegetation.
- 2.7.5 Contractor shall comply with any applicable City of Gastonia, County of Gaston, State of North Carolina, and federal laws, codes, and regulations regarding the application of any herbicide, pesticide, or other agent to turf.
- 2.5 **Previous/Current Contractor.** The Agency's current Contractor(s) for these services is Don's Lawn Care of Bessemer City, 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.

**3.2 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.

[Table No. 3]

QSP Section	Item No.	Qty	U/M	Description (Site: Addresses)
3.2.1				<b>Belmont Housing Authority</b>
3.2.1.1				<b>On-going Weekly Mowing and Trimming Services</b>
3.2.1.1.1	1	44	Weeks	51 Flowers Court, Belmont, NC 28012
3.2.1.1.2	2	20	Hours	Technician/Equipment Operator
3.2.1.1.3	3	10	Hours	Supervisor
3.2.1.1.4	4	50	Hours	Laborer
3.2.1.1.5	5	1,000	Dollars	Additional supplies/materials that may be needed to support any procurement placed for Pricing Items No. 1-5.

**3.3 Additional Information Pertaining to the Pricing Items.**

**3.3.1 Quantities.** All quantities entered by the Agency herein and within the corresponding Pricing Items on the noted Internet System are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this QSP, as the Agency anticipates that the ensuing contract will be a Requirements Contract, in that the Agency shall retain one Contractor only and shall retain the right to order from that Contractor (successful proposer) any amount of services the Agency requires.

**3.3.1.1 Exception to 3.3.1.** The Agency retains the right to complete a separate award (as the result of a separate evaluation) for any of the properties. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:



**3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$1,000; (b) NMCA: \$100,000 (each shall be annual amounts).

**3.3.1.2 How we arrived at each of the 44 weeks identified within the preceding Table No. 4.** The Agency anticipates (but does not guarantee) that the successful proposer will provide services bi-weekly during mid-March through mid-September, and then during the months of October through February, the Agency anticipates that the successful quoter will provide the services monthly. (NOTE: Please remember that the Agency reserves the right to adjust this schedule and to require the successful quoter to provide any frequency of services that the Agency feels is appropriate.) Accordingly, we have calculated the following as an estimate:

**Calculated Estimated Total Weeks of Service:**

**[Table No. 4]**

Months	Service Frequency	Calculated Total Number of Weeks of Service
March through October	Weekly Service	36
October through February	Every 2 weeks	8
<b>CALCULATED TOTAL</b>		<b>44</b>

**3.3.2 Pertaining to the Additional Potential Labor (Pricing Items No.'s 1-5).** These Pricing Items are for work that the Agency may require, at its discretion that is not already specifically identified within Pricing Items No.'s 1-5.

**3.3.2.1 Supervisor.** The Contractor's assigned skilled staff person who has responsibility to supervise the work at the Agency site. This person may, while supervising, also perform work typically assigned to the

Technician/Equipment Operator or the Laborer. It is understood that a supervisor position will be paid by the Agency only if there are 3 or more persons working on the site at the same time; if there is less than 3 persons working at the site at the same time, then the Agency will only pay for such staff at the level they are actually working (i.e. Technician/Equipment Operator and/or Common Laborer).

**3.3.2.2 Technician/Equipment Operator.** The Contractor's assigned skilled staff person who typically operates the equipment. This person may also perform work typically assigned to the Supervisor and the Laborer positions.

**3.3.2.3 Laborer.** The Contractor's assigned staff person who typically performs the unskilled labor services to assist the other described staff. This person may also perform some duties pertaining to the Technician/Equipment Operator position.

**3.3.2.4 Warning—Propose a Realistic Cost!** Pertaining to the Potential Additional Labor Pricing Items No.'s 1-5, we strongly encourage all proposers to carefully consider their proposed costs submitted for these pricing items to ensure that the proposed hourly fees are realistic and appropriate (DO NOT quote a low hourly fee, hoping to improve your position as a result of the evaluation, then expect that you will be able to later negotiate a higher fee—we WILL NOT negotiate these fees to cover such an error!). For example, if a proposer proposes a cost of \$1.00 per hour, that is what the proposer will charge the Agency to do any additional work not already identified herein that the Agency may choose to require the successful proposer to do so. Further, if, despite this warning, the successful proposer proposes a very low fee for any fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (e.g., \$3,000.00) to ensure that the successful proposer will fulfill his/her obligation in this matter.

**3.3.2.5 Assumption.** It shall be the Agency's assumption that the successful quoter has based his/her quoted pricing for Pricing Items No. 1-5 upon the proposed fees submitted by the proposer by submitting a quote in response to this QSP, the successful quoter automatically agrees that such is accurate. Accordingly, the Agency may use such assumption, if necessary, to do any lump-sum proposal breakdown calculations during the term of the ensuing contract.

**3.3.2.6 Additional Supplies/Materials (Pricing Items No. 5).** Each quoter shall enter this item as a percentage over cost. For instance, if the quoter wishes to provide such items at cost, he/she shall enter "1.00" within the cost area

for this item; if the quoter wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. Please note that this fee quote shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the Agency site.

**3.3.4 IMPORTANT NOTICE!!! Entry of Costs.** Quoters must submit, a cost for each and every Pricing Item detailed within the preceding Table No. 4. Any quoter that chooses to not enter a cost for any or all of the Lots will be automatically deemed nonresponsive and his/her proposal will NOT be considered.

**3.3.5 Entry of Fees.** Proposers are required to submit a realistic proposed cost, were provided for within the Pricing Item detailed within Table No. 3. Whereas no additional proposed prices can or will be received after the quote submittal deadline, any quoter that does not comply with this requirement shall be rejected without further consideration.

**Warning! Realistic Costs Proposed.** Each quoter is strongly encouraged to enter where provided within Table No. 3 a realistic cost for each Pricing Item listed. For instance, if the successful quoter enters \$1.00 per hour for an "hourly" Pricing Item, then the \$1.00 per hour is what the successful quoter will charge the Agency for the work that the Agency may retain the successful quoter to provide if the Agency deems such retention is in the Agency's best interests to do so. Further, if, despite this warning, the successful quoter proposes a very low fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful quoter to, at contract execution, present a cash bond in a suitable amount (e.g., \$5,000.00) to ensure that the successful quoter will fulfill his/her obligation in this matter.

**3.3.5.1 Determination of the Lowest Calculated Cost.** The total sum of all of the line items shall be the Total Calculated Cost that the Agency will utilize to determine the lowest quote received. If awarded, the ensuring contract will be awarded to the responsive and responsible quoter that submits the lowest calculated total cost.

**3.3.5.3 Additional Related Work that may be required.** Please note that if the Agency decides that it will retain the Contractor to perform any additional related work, the total costs of such work shall be negotiated at the applicable rates proposed by the Contractor in response to the following detailed Pricing Items No. 9-10.

**3.3.6 Overtime.** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM – 5:00 PM. Accordingly, the Agency will pay a rate of 1.5 of the

listed hourly rates herein for any work the Agency requires the successful quoter to work specifically during non-regular-time hours; however:

**3.3.6.1** The Agency shall NOT be responsible to pay the successful quoter for any work that the successful quoter CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

**3.3.7 Potential Price Escalation, Labor.** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar North Carolina State Prevailing Wage Rates. For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor may be entitled, at the Agency’s discretion, to a 5% increase in the labor rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

**3.3.7.1 Notification Must Be Received from the Contractor.** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

**3.3.8 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]**

<b>QSP Section</b>	<b>Document No.</b>	<b>Attachment</b>	<b>Attachment Description</b>
3.8.1	1.0		This QSP Document
3.8.2	2.0	A	form HUD 5370 (1-2014) <i>General Conditions for Construction Contracts – Public Housing Programs</i>
3.8.3	3.0	B	form HUD 92010 <i>Equal Employment Opportunity Certification</i>
3.8.4	4.0	C	form HUD 4010 <i>Federal Labor Standards Provisions</i>
3.8.5	5.0	D	Section 3 Form Submittal Form
3.8.5.1	5.1	D-1	Section 3 Explanation
3.8.6.	6.0	E	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
3.8.6.1	6.1	E-1	form HUD 5370-C II (1/2014) <i>General Contract Conditions for Non-Construction (with maintenance Work)</i>
3.8.6.2	6.2	E-2	Section 3 Plan
3.8.6.3	6.3	E-3	form HUD 52158 (10/2015) <i>Maintenance Wage Rate Determination</i>
3.8.6.4	6.4	E-4	North Carolina E-Verify Certification
3.8.7	7.0	F	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 Contract, 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, if 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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