

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

**QUOTES FOR SMALL
PURCHASE
(QSP)
NO. S22002
PEST CONTROL**

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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]

<p>AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Erica Bobo.)</p>	<p>Sue Lampton-Willocks, Procurement Clerk Telephone: (704)274-3484 E-mail: procurement@bhanc.org 51 Flowers Ct., Belmont, NC 28012</p>
<p>DEADLINE TO SUBMIT QUESTIONS</p>	<p>Wednesday, July 27, 2022</p>
<p>HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE SUBMITTAL</p>	<p>As instructed within Section 3.0 of the QSP document, submit 1 copy of your "hard copy" quote to the</p> <ol style="list-style-type: none"> 1. Agency Procurement office.
<p>QUOTE SUBMITAL RETURN & DEADLINE</p>	<p>Thursday, August 4, 2022, 2:00 PM ET Sue Lampton-Willocks, Procurement Clerk 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.</p>
<p>ANTICIPATED APPROVAL BY THE AGENCY BOARD OF COMMISSIONERS</p>	<p>TBD (if necessary)</p>

- 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 **Service:** Contractor shall offer and render service on the interior and immediate Buildings within the service area for the control of crawling insects and rats and mice in accordance with the specifications set forth herein.

2.2 **Schedule of Treatment:** Initial treatment of all units shall be performed within three months of the contract start date.

Call-back treatment to previously treated units where the infestation is still evident can be initiated by Residents, Authority staff, and/or Contractor. All call-back treatments will be completed within ten (10) working days of the request.

2.3 **Required Method of Treatment:** Treatment must treat all existing and potential harborage sites through the use of diversified techniques, tools, and materials to increase the likelihood of a successful treatment. The treatment program must be a baiting program, using approved baits, applied to all required areas, including personal belongings of residents, such as tables, nightstands, dressers, and other furniture. Baits can be supplemented with other materials as necessary.

2.4 **General Conditions:** All service provided under this contract shall be in accordance with all state and local pest control requirements and regulations. Contractor shall hold all necessary state Licenses and all operating personnel shall be thoroughly trained according to existing state requirements for effectiveness and safety.

Contractor shall assure maximum precautions for resident's safety in use of chemicals or any products or equipment which might be hazardous if improperly handled. Safety precautions shall preclude unlimited or unprotected use of such chemicals, products, or equipment.

Service provided under this contract shall not include any structural repairs of damages existing prior to commencement of service or not determined to be the fault of the contractor. Repairs necessitated by the Contractor's service shall be the responsibility of the Contractor.

Contractor shall provide Material Safety Data Sheets to the Belmont Housing Authority on all chemicals used,

2.5 Types of pests to be controlled: Control of cockroaches, ants, and silverfish shall include inspection, identifications of the treatment to eliminate existing infestations, and to prevent future infestations for the following species of cockroaches:

- 1) American – *Periplaneta americana* (Linnaeus)
- 2) German – *Blattella germanica* (Linnaeus)
- 3) Oriental – *Blatta orientalis* (Linnaeus)
- 4) Brown-banded – *Supella longipalpis* (Serville)
- 5) Smokey-brown - *periplaneta fuliginosa* (Serville)
- 6) Australian – *Periplaneta australasiae* (Fabricius)
- 7) Brown – *Periplaneta brunnea* (Burmeister)
- 8) Woods – *Parcoblatta* spp.
- 9) Other species of cockroaches which might occur in isolated locations
- 10) Small house ants
- 11) Large house ants
- 12) Silverfish – *Lepisma saccharina* (Linnaeus)

Rats and mice control within units will be provided by the contractor on as-needed basis.

2.6 Areas of Treatment: Contractor shall locate nests, routes of travel, and points of entry and shall treat in those areas as well as all door sills window frames, and other potential points of entry. Contractor shall inspect and treat other areas including, but not limited to:

- 1) Cracks behind baseboards, door frames, and window casings
- 2) Crevices between furniture or appliances and walls
- 3) Leg contacts with floors
- 4) Cracks behind wall outlets
- 5) False bottom cabinets
- 6) Circuit boxes
- 7) Hollow legs of appliances
- 8) Shelf brackets
- 9) Under table tops
- 10) Behind sinks
- 11) Cracks at pipes and wiring through walls and floors
- 12) Around baseboards
- 13) In all closets
- 14) Around thresholds
- 15) Inside cabinets
- 16) Motor compartments of all appliances
- 17) Around and above heating ducts whether exposed or unexposed

2.7 Unit Preparation: The Contractor will provide the Authority with instructions for residents detailing the resident requirements for Unit Preparation. Residents will be informed that they will be charged a \$25.00 administrative fee if their unit is not prepared in accordance with these instructions and that non-preparation after adequate notice of treatment constitutes a lease violation.

Quotations for Small Purchases (QSP) No. S22002, Flowers Court Pest Control

Beyond these measures to be taken by the Authority, the Contractor will bear all costs associated with adequate unit preparation for initial and call-back treatments

- 2.8. Materials Standards and Specifications:** Chemicals and equipment used shall be approved for domestic pest control use and shall have a current registration number from an Environmental Protection Agency and the North Carolina Department of Agriculture. Chemicals shall be used in strict accordance with the manufacturer’s recommended procedures for safety and maximum effectiveness.

All materials are to be applied in connection with an approved application plan which must be included in the proposal and in accordance with label instructions.

Spillage and overruns shall be wiped clean. Dust shall be used in treatment of cracks and crevices where there is not a possibility of contamination and shall be used exclusively in treatment between floors and ceilings except where such areas are not accessible.

- 2.9. Inspection:** Service provided shall be available for inspection by any authorized personnel of the Department of Housing and Urban Development, the Belmont Housing Authority, or its designee.

- 2.10. Reporting:** Contractor shall report to the Belmont Housing Authority conditions that hinders adequate results in providing service under this contract.

Within five (5) working days after the completion of treatment in any unit, the Contractor will deliver to the Belmont Housing Authority a report for that unit documenting the level, types, and locations of infestations, treatment methods and materials used, degree of unit preparation by resident, and Contractor shall be required to report to management officials any conditions he/she may discover while providing treatment under this contract which might prove hazardous to the public health safety, or which might affect the structural integrity of the property being serviced, or which might enhance conditions for investigations of pests.

All reporting shall be in writing submitted to the Belmont House 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]

3.1.1	Belmont Housing Authority Flowers Court		
3.1.2	Number of Units	Bedroom Sizes	Total per unit
3.1.3	15	2	
3.1.4	25	3	
3.1.5	10	4	
3.1.6	Total for all units		

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 number 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:

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.

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 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, 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.