

Knox County Housing Authority

QUOTATIONS FOR SMALL PURCHASES (QSP) NO. S22023

Lawn Care Services



QSP Document

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INTRODUCTION

The Knox County Housing Authority (hereinafter, “the Agency”) is a public entity that was formed in 1969 to provide federally subsidized housing and housing assistance to low-income families, within Knox County, IL. The Agency is headed by an Executive Director (ED) and is governed by a seven-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. Though brought into existence by a Resolution of Knox County, it is a separate entity from the County.

Currently, the Agency owns and/or manages: (a) a total of 424 units of Public Housing; (b) a total of 138 affordable housing units; and (c) a total of 220 Housing Choice Vouchers. The Agency currently has approximately 31 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 Ms. Lefler.)	Cheryl Lefler, Assistant Director Telephone: (309)342-8129, ext. 1214 E-mail: clefler@knoxhousing.org 216 W. Simmons Street, Galesburg, IL 61401 TDD/TTY: (800)526-0844
HOW TO OBTAIN THE QSP DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access https://ha.internationaleprocurement.com/ 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. If you have any problems in accessing or registering on the system, please call customer support at (866)526-9266.
PRE-QUOTE CONFERENCE	None scheduled
DEADLINE TO SUBMIT QUESTIONS	Friday, March 5, 2021, 3:00 p.m. CT
HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE SUBMITTAL	Please see the following Section 3.1 on page 8 of this QSP document.
QUOTE SUBMITTAL RETURN & DEADLINE	Friday, March 12, 2021, 3:00 p.m. CT

- 1.0 **AGENCY 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(s).
 - 1.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful quoter(s) shall provide the services called for in this QSP.
 - 1.5 **Right to Retain Proposals.** 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 Contracting Officer (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 accessing the nahro.economicengine.com Internet System (hereinafter, the “noted Internet System” or the “System”) and by downloading this document, each prospective quoter is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, 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.
 - 1.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** The nahro.economicengine.com Internet-based software is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the noted software. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the noted Internet-based software to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the noted Internet-based software.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking quotes from qualified, licensed and bonded entities to provide the following detailed lawn care services at the housing sites listed herein:

2.1 Fertilizing and Weed Control.

2.1.1 Fertilizing of turf areas will be performed 4 times per growing season using a fertilizer suitable for the turf type on the housing sites. Each application shall provide the required nutrients for proper grass growth as well as the required herbicides for broadleaf weed and crabgrass control.

2.1.2 Fertilizers, when applied to turf, will be removed from sidewalks and parking areas to prevent staining.

2.1.3 Contractor shall comply with all City of Galesburg, State of Illinois, and applicable federal laws regarding application of any herbicide, pesticide or other agent to turf.

2.1.4 The Contractor shall call the on-site staff of each service location at least 48 hours prior to any application.

2.1.5 All areas that are treated shall have posting signs listing the date and time of application.

2.2 Contractor's responsibilities.

2.2.1 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.

2.2.2 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 work place 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.

2.3 Current Contractor: The Agency's current contractor for these services is Liqui Green.

2.4 Method and Procedure to Award: The Agency will contract with the lowest responsive and responsible quoter.

3.0 QUOTE FORMAT.

- 3.1 No Submittal Documentation Required.** There is no requirement that a quoter submit any written documentation in response to this QSP (the quoter must, however, submit pricing where provided on-line within the eProcurement system). If a quoter wishes to claim a Section 3 business preference (please see Documents 3.0 and 3.1 attached hereto), he/she must submit prior to the posted submittal deadline a fully completed Document 3.0 along with the additional documentation detailed therein.
- 3.2 Entry of Proposed Fees.** The proposed fees shall be submitted by the quoter and received by the Agency where provided on the noted Internet System only. Do not submit, enter or refer to any fees or costs in any other manner (e.g. ground mail; delivery in person; fax; e-mail)—any quoter that does so will be rejected without further consideration. Unless otherwise stated, 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; materials; supplies; tools; equipment; 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
3.2.1	Lawn Care Services			
3.2.1.1	Services for KCHA Sites			
3.2.1.1.1	1	4	Each	Moon Towers, 255 W. Tompkins Street, Galesburg, IL 61401
3.2.1.1.2	2	4	Each	Bluebell Tower, 300 N. Jefferson Street, Abingdon, IL 61410
3.2.1.1.3	3	4	Each	Prairieland Townhouse Apartments, 301 Huston Street, Galesburg, IL 61401

3.3 Additional Information Pertaining to the above Pricing Items.

- 3.3.1 Quantities.** All quantities entered by the Agency herein and within the corresponding Pricing Items of the noted Internet System are for calculating purposes only.
- 3.3.2 Entry of Fees.** Quoters are required to submit a realistic and reasonable quote, where provided for within the eProcurement system, for each and every Pricing Item detailed within the preceding Table No. 3 herein for any area the quoter chooses to respond to. Whereas no additional quote prices can or will be received after the quote submittal deadline, any quoter that does not comply with this requirement may (and probably will) be rejected without further consideration.

- 3.3.2.1 Warning! Realistic Proposed Cost for the Pricing Items.** Each quoter is strongly encouraged to enter where provided within the eProcurement System a realistic cost for each Pricing Item listed within the preceding Table No. 4 herein. For instance, if a quoter enters \$1.00 per hour for an “hourly” Pricing Item, then the \$1.00 per hour is what the quoter will charge the Agency for the work that the Agency may retain the quoter to provide if the Agency deems such retention is in the Agency's best interests to do so. Further, if, despite this warning, a quoter proposes a very low fee that the Agency deems is not realistic, then the Agency reserves the right to require the quoter to, if awarded, at contract execution, present a cash bond in a suitable amount (e.g. \$3,000.00) to ensure that the quoter will fulfill his/her obligation in this matter. If the quoter does not at any time fulfill his/her obligation in this matter (e.g. does not provide the services for the fee bided), then the bond shall be forfeited in the amount the Agency needs to award the services to another firm—and the Agency may (and probably will) choose to terminate any Contractor that fails to fulfill his/her obligation in such matter (e.g. stand by his/her proposed fee); and if such termination occurs, the balance of the bond will be returned upon such termination—and the Agency may (and probably will) choose to terminate any Contractor that fails to fulfill his/her obligation in such matter (e.g. stand by his/her proposed fee); and if such termination occurs, the balance of the bond will be returned upon such termination.
- 3.3.2.2 Review the Entry of Proposed Fees.** The Agency strongly recommends that each quoter, after entry of these proposed fees within the noted eProcurement System, print the receipt provided and review the entry to ensure that the quoter has entered the proposed fees correctly (the System will allow the quoter to immediately re-enter the System at any time prior to the posted deadline to correct any such entry). The quoter will NOT be able to correct this entry after the posted deadline has expired.
- 3.3.2.3 Determination of the Lowest Calculated Cost.** After a quoter has entered where provided within the noted Internet System his/her proposed unit costs for the Pricing Items, the System will automatically multiply the proposed unit costs by the listed quantities. The total sum of all of the line items shall be the Total Calculated Cost.
- 3.3.3 Potential Escalation of Labor Rates.** 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 State of Illinois Prevailing Wage Rates ("most similar," as determined by and at the sole discretion of the Agency). 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 will, at the CO's discretion, be entitled to a 5% increase in the labor rates that he/she submitted in response to this QSP. 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.

3.3.3.1 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.

3.3.3.2 Right to Reject. As stated within the preceding Section 3.3.3, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful quoter has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

3.3.3.2.1 Step No. 1. The successful quoter submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

3.3.3.2.2 Step No. 2. The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful quoter as to if the request is approved or rejected;

3.3.3.2.3 Step No. 3. If rejected and the successful quoter wishes to, as a result, cease providing the services to the Agency, the successful quoter has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

- 3.3.3.2.4 Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful quoter (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful quoter, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).
- 3.3.4 No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful quoter(s) for actual hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the “15-minute” (or one quarter hour) standard.
- 3.3.5 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 - 4:30 PM (the Agency’s normal work hours are Monday-Friday, 8:00 AM to 4:30 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:
- 3.3.5.1** The Agency shall NOT be responsible to pay the Contractor for any work that the Contractor 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.
- 3.3.6 HUD Maintenance Wage Rates Determination (MWRD).** Please see Attachment C-8, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), 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 quote, each quoter is thereby agreeing to and verifying

that he/she will not pay his/her employees at rates less than detailed within Attachment C-8, 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 may 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.

3.3.7 Davis-Bacon Prevailing Wage Rates. As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency needs the successful quoter to provide services that require the successful quoter to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, then to compensate the successful quoter for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Pricing Items identified within the preceding Table No. 4 herein that the Contractor actually pays to each such person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.3 herein), the Agency shall:

3.3.7.1 Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee;

3.3.7.2 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;

3.3.7.3 Ascertain the difference between the two rates, which amount the Agency will pay to the successful quoter for that task order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.

3.3.7.4 Illinois State Prevailing Wage Rates. This Section 3.3.6 shall also pertain, in the same manner and procedure, to any Illinois State Prevailing Wage Rates that may apply to any task order.

3.4 Submission Requirements. 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 herein, and any addenda and required attachments submitted by the quoter. By virtue of submitting proposed costs in response to this QSP, the quoter is stating his/her agreement to comply with the 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 only to the CO identified within Table No. 2 herein. 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.

3.6.3 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 no pre-quote conference scheduled.

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:

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[Table No. 4]

QSP Section	Document No.	Attachment	Description
3.8.1	1.0		This QSP Document
3.8.2	2.0	A	Profile of Firm Form (NOTE: This form will be completed by the successful quoter and delivered to the Agency within 2 business days after receiving notice that he/she is an apparent successful quoter.)
3.8.3	3.0	B	Section 3 Business Preference Submittal Form (NOTE: This form only needs to be completed and submitted to the Agency by the quoter prior to the submittal deadline IF the quoter desires to claim a Section 3 Business Preference.)
3.8.3.1	3.1	B-1	Section 3 Explanation
3.8.4	4.0	C	Agency Sample Contract Form (please note that this contract and the noted 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)
3.8.4.1	4.1	C-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.4.2	4.2	C-2	Sample Contract Appendix No. 2: form HUD-5370-C (1/2014), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.8.4.3	4.3	C-3	*Sample Contract Appendix No. 3: Form HUD 5370-EZ (1/2014), <i>General Contract Conditions for Small Construction/ Development Contracts</i>
3.8.4.4	4.4	C-4	*Sample Contract Appendix No. 4: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
3.8.4.5	4.5	C-5	*Sample Contract Appendix No. 5: form HUD-2554 (13/20/2005), <i>Supplementary Conditions of the Contract for Construction</i>
3.8.4.6	4.6	C-6	*Sample Contract Appendix No. 6: form HUD-4010 (06/2009), <i>Federal Labor</i>

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			Standards Provisions
3.8.4.7	4.7	C-7	*Sample Contract Appendix No. 7: form HUD-92010 (3/2006), <i>Equal Employment Opportunity Certification</i>
3.8.4.8	4.8	C-8	Sample Contract Appendix No. 8: HUD Form 4750, <i>Maintenance Wage Rate Recommendation</i> ; Effective Date: April 1, 2020; Expiration Date: March 31, 2021
3.8.4.9	4.9	C-9	Sample Contract Appendix No. 9: <i>Section 3 Plan</i>
3.8.4.10	4.10	C-10	Sample Contract Appendix No. 10: <i>Task Order Form</i>
3.8.5	<p>*PLEASE NOTE: The Agency anticipates that the majority of the work ensuing from award of the contract will be maintenance-related in nature. The documents listed within this table marked with an asterisk (“*”) pertain to construction services only (the other listed similar adjoining HUD documents pertain to the maintenance services). There may be additional HUD-required documents that pertain to construction-related issues that are not listed herein, such as documents pertaining to payroll issues; and by submitting a bid in response to this QSP the quoter thereby agrees, if awarded, to complete and submit such documents as required by HUD.</p>		

4.0 QUOTE EVALUATION.

- 4.1 **No Public Opening.** After the quote submittal deadline all quotes received will be evaluated in private for responsiveness (e.g. meets the minimum of the requirements) and responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). 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 5 days after such determination is made). The Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Quotes received will be available for inspection by the public after the award has been completed.
- 4.1.1 **Ties.** In the case of quotes, the award shall be decided 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 quote submitted as to responsibility (e.g.). 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 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest quoter.
- 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 a cost in response to this QSP the quoter is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the Agency, either in hard-copy or on the noted eProcurement System, including the contract clauses already attached as Attachments C and C-1 through C-10. 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 C and C-1 through C-10), 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 **Mandatory 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

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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 2 additional one-year option periods, for a maximum total of 3 years; however, total awards that occur pursuant to this QSP shall not exceed a total of \$100,000.
- 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 (NOTE: Each of the following insurance coverage shall cover both the Contractor and the temporary employee):

 - 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 in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
 - 5.4.4 City/County/State Business License.** If applicable, a copy of the quoter’s business license allowing that entity to provide such services within the any of the City jurisdictions listed herein that the services will be performed in Galesburg, Abingdon, Knox County and/or the State of Illinois.
 - 5.4.5 Profile of Firm Form.** The requested related information shall also be entered where provided for on the Profile of Firm Form (however, DO NOT ATTACH SUBMIT COPIES WITHIN THE QUOTE SUBMITTAL—we will garner the necessary certificates from the Contractor prior to contract execution).
- 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 quoters, shall be provided to the Agency within 10 work days of notification by the Agency.

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