Knox County Housing Authority

QUOTATIONS FOR SMALL PURCHASES (QSP) NO. S22011

Appliance Parts



BUILDING COMMUNITY, PEOPLE, AND PARTNERSHIPS

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	 Access https://ha.internationaleprocurement.com/ Click on the "Login" button in the upper left side. Follow the listed directions. If you have any problems in accessing or registering on the system, 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 firms to provide appliance parts.
 - 2.1 By submitting a quote, each quoter thereby agrees to "hold" or not increase the proposed quote prices for a minimum period of 60 days with no escalation. Quanities listed in this solicitation are for the purpose of determining best pricing per line item. Reorders must be available at the quote price(s) for the 12-month contract period.
 - 2.2 The contract will be awarded to the responsive and responsible quoter(s) offering the lowest total price on a "per item" basis. It is anticipated that multiple awards will be made.
 - 2.3 The Agency will procure the applicable goods by issuance of a Purchase Order (PO). PO's will be issued on an as-needed basis only. By submitting a quote, the successful quoter thereby agrees to confirm receipt of the PO in the manner directed by the Agency.
 - 2.4 The Contractor shall provide appliance parts for, to include but not limited to, Refrigerators, Air Conditioning Units, Electric and Gas Ovens/Ranges/Stoves, Washing Machines, Dryers and Furnaces.
 - **2.5** The Contractor shall be capable of receiving requests for supplies via email, phone, fax and in person.
 - 2.6 All prices for supplies shall include all freight and handling charges except special order supplies or supplies that are out of stock and are requested to be shipped priority mail or overnight shipping.
 - **2.7** All items covered in this bid shall be subject to inspection and acceptance or rejection.
 - 2.8 In the event the retail list price changes, the Contractor shall immediately notify the Agency in writing of such change and provide the new price list. Price increases will not become effective until the Agency receives the new price lists and verifies the change in pricing. The Agency reserves the right to accept or reject price increases and, if such increases are rejected, the Agency reserves the right to cancel the contract with written notice to the Contractor. If, at any time during the term of the contract the Contractor makes a general price reduction of any item covered by the contract and said reduction is allowed to customers in general, an equivalent price reduction based on similar quotations and/or considerations shall apply to the contract with the Agency for the duration of the contract period (or until the price is further reduced or increased). Such price reductions shall be effective at the time and in the same manner as the reduction in the price to customers in general.

- 2.9 NO SUBSTITUTIONS shall be made of items offered in the quotes unless the Contractor(s) has obtained permission from the Agency CO. ANY SUBSTITUTE ITEM(S) AND ASSOCIATED SPECIFICATIONS SHALL BE SUBMITTED WITH QUOTE FOR INSPECTION AND EVALUATION FOR EQUALITY. If items placed under contracts are discontinued or become unavailable from any manufacturer during the duration of the contract(s), the Agency reserves the right to require the contractors to offer possible substitutes. The Agency reserves the right to accept or reject the offered substitutes, and in the case of rejections the Agency reserves the right to cancel the item or items involved from the contract.
- **2.10** The Contractor shall indicate the discount from retail catalog or price list offered to the Agency for items bid and the manufacturer's warranty period. This discount shall apply to all parts supplied to the Agency by the Contractor under any resulting contract.
- **2.11** The quoted percentage discount will be applied to the retail price indicated for each item in the vendor supplied price list. For evaluation purposes, the quoter must enter the information requested for the supplies on the quote form on the spreadsheet attachment 5.0.
- **2.12** The Contractor must accept Purchase Orders for payment.
- 2.13 The Contractor shall not distribute supplies without first obtaining a Purchase Order unless the Agency advises the Contractor the part is necessary to remedy an emergency situation.
- **2.14** Every receipt ticket shall be signed by the party receiving the part(s). Receipts shall show the purchase order number, date of pickup and shall adequately describe the items.
- **2.16** The Agency will contract with the lowest responsive and responsible quoter. It is anticipated that multiple awards will be made.
- **2.17** The current contractors are PDQ and PartScription.

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 the spreadsheet attachment 5.0). 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 spreadsheet attachment 5.0 only. The quoter must submit, enter or refer to any fees or costs via ground mail; delivery in person; fax; or e-mail by the quote deadline. 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.
- 3.3 Additional Information Pertaining to the above Pricing Items.
 - **Quantities.** All quantities entered by the Agency herein and within the corresponding Pricing Items are for calculating purposes only.
 - **Entry of Fees.** Quoters are required to submit a realistic and reasonable quote, where provided for on the spreadsheet attachment 5.0, for each and every Pricing Item listed that 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.
 - Warning! Realistic Proposed Cost for the Pricing Items. Each 3.3.2.1 quoter is strongly encouraged to enter where provided within the attachment 5.0 a realistic cost for each Pricing Item listed. 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 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, print the spreadsheet provided and review the entry to ensure that the quoter has entered the proposed fees correctly. 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 on spreadsheet attachment 5.0 his/her proposed unit costs for the Pricing Items, the spreadsheet 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.
- 3.4 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 not a pre-quote conference schedule 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. 3]

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	В	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	С	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), General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)
3.8.4.2	4.2	C-2	Sample Contract Appendix No. 2: form HUD-5370-C (1/2014), General Conditions for Non-Construction Contracts Section II (With Maintenance Work)

3.8.4.7	4.3	C-3	*Sample Contract Appendix No. 7: form HUD-92010 (3/2006), Equal Employment Opportunity Certification			
3.8.4.9	4.4	C-4	Sample Contract Appendix No. 9: Section 3 Plan			
3.8.5	5.0	D	Appliance Parts Pricing Spreadsheet			
3.8.6	*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.					

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-4), 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 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;
 - **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;
 - **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.
 - **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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