

**Quotations for Small Purchase (QSP)
Wilkinson Terrace Environmental ESA/ Review Package**

CONDITIONS TO QUOTE - NONCONSTRUCTION

PROCEDURE: Quoters must submit proposed pricing where provided on the last page of this form only! The Agency will accept the proposed pricing by in-person delivery or by mail delivery only! The Agency will NOT accept proposed pricing verbally, by email or by telephone!

REQUEST SUMMARY: The Housing Authority of the City Of Shreveport (HACS) is contemplating the submission of a Section 18 Demolition/Disposition application for the Wilkinson Terrace Apartments public housing site to the Department of Housing and Urban Development's Special Application Center. In order to comply with the requirements of this application process, HACS is requesting quotes for the completion of a Phase I ESA and Part 58 Environmental Review Package.

DEADLINE: All responses must be received by the Agency before 3:00 pm CST. on Friday, August 18, 2017.

- 1.0 **AGENCY CONTACT:** All questions pertaining to this QSP shall be addressed to Kia Fields, (hereinafter, the Contracting Officer or CO), Telephone: (318) 698-3600; e-mail: kfields@shvhousauth.com.
- 2.0 **APPLICABILITY:** By submitting a quote to the Agency, the firm or individual doing so (hereinafter, "the quoter") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, *Table 5.1, Mandatory Contract Clauses for Small Purchases Other than Construction*, which is attached hereto.
- 3.0 **AGENCY RESERVATION OF RIGHTS:** The Agency reserves the right to:
 - 3.1 Reject any or all quotes, to waive any informalities in the QSP process, or to terminate the QSP process at any time, if deemed by the Agency to be in the best interest of the Agency;
 - 3.2 Terminate a contract awarded pursuant to this QSP at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful quoter;
 - 3.3 Determine the days, hours and locations that the successful quoter shall provide the items or services called for in this QSP;
 - 3.4 Reject and not consider any quote that does not, in the opinion of the CO,

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meet the requirements of this QSP, including but not necessarily limited to incomplete quotes offering alternate (not including "or equal" items) or non-requested items or services;

- 4.0 **QUOTER'S RESPONSIBILITY:** Each quoter must carefully review and comply with all instructions provided herein, provided within any named attachments.
- 5.0 **DEADLINE:** Each quoter shall submit his/her proposed costs, prior to the posted deadline, as provided for herein. Whereas this is an informal solicitation process, the Agency reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the CO, it is in the best interests of the Agency to do so.
- 6.0 **HOLD PRICES/NON-ESCALATION:** By submitting a quote, and whereas the quote submitted is a firm-fixed quote, each quoter thereby agrees to "hold" or not increase the proposed quote prices during the term of the work.
- 7.0 **PURCHASE ORDER (PO):** The Agency will procure the applicable goods or services by issuance of a PO (which shall have the same meaning as a "contract"). 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.
 - 7.1 **AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the CO, award shall be made to the responsive and responsible lowest quoter that guarantees completion of the entire scope of work.
- 8.0 **INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to the Agency, may invalidate the quote submitted. Furthermore, the Agency shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this QSP.
- 9.0 **QUOTE COSTS:** There shall be no obligation for the Agency to compensate any quoter or prospective quoter for any costs that he/she may incur in responding to this QSP.
- 10.0 **SHIPPING COSTS:** Each quoted sum submitted shall include completion of the specified services at the Agency site or location, as specified within this QSP or on the PO issued.

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- 11.0 **ASSIGNMENT OF PERSONNEL:** The Agency shall retain the right to demand and receive a change in personnel assigned by the successful quoter to provide services to the Agency if the Agency believes that such change is in the best interest of the Agency and the completion of the work or provision of the items.
- 12.0 **UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful quoter 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 ensuing PO or 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 PO or the contract with the Agency.
- 13.0 **LICENSING AND INSURANCE REQUIREMENTS:** Prior to award (but not as a part of the quote submission) the *successful quoter* will be required to provide:
- 13.1 An original certificate evidencing the quoter's current industrial (worker's compensation) insurance carrier and coverage amount;
- 13.2 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 deductible of not greater than \$1,000;
- 13.3 An original certificate showing the quoter's automobile insurance coverage in a combined single limit of \$500,000. 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 \$50,000/\$100,000 and medical pay of \$5,000.
- 13.4 A copy of the quoter's business license allowing that entity to provide such services within the jurisdiction of Shreveport, LA;
- 13.5 A copy of the quoter's license issued by the State of Louisiana licensing authority allowing the quoter to provide the services detailed herein.
- 14.0 Documents that apply to this QSP (PLEASE NOTE: The following Sections 14.3 and 14.4 only apply to this QSP and the ensuing award if the successful quoter will provide any work; meaning, the noted sections do not apply to this QSP or the ensuing award if the successful quoter is only providing materials, supplies, commodities, or equipment.):

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- 14.1 This Conditions To Quote document;
- 14.2 HUD form *Table 5.1, Mandatory Contract Clauses for Small Purchases Other than Construction* (attached);
- 14.3 A copy of 24 CFR 135, commonly known as Section 3 (included by reference-- a copy will be delivered by the Agency to any firm upon submission to the CO of a written request for such). The successful quoter hereby agrees to comply with all requirements of the HUD Section 3 Program as detailed therein. If a bidder chooses to certify as a Section 3 quoter, he/she shall receive the preference noted therein. In any case, the successful quoter shall be required to, as detailed therein, "to the greatest extent feasible . . . provide economic opportunities to low- and very-low income persons," meaning, if the successful quoter must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons (*This section only applicable for awards over \$100,000*).
- 14.4 The Agency reserves the right to require the successful quoter/contractor to utilize any form required by HUD to complete the required work and by submitting his/her quote each contractor agrees to do so at no additional charge.

15.0 Technical Specification or Scope of Work (SOW) that apply to this QSP:

The Housing Authority of the City of Shreveport requires a contractor to provide a Phase I Environmental Site Assessment (ESA) consistent with 24CFR Part 58, for Wilkinson Terrace. This ESA is required as a part of the disposition package to Housing and Urban Development (HUD) for this property. The contractor will make and facilitate all necessary submissions on behalf of the housing authority to the City of Shreveport for review and approval. Contractor must be available to begin work promptly once awarded. The Environmental Review must be conducted in accordance with the standards, methodology and forms outlined by the Department of Housing and Urban Development (HUD) on the HUD website at:

<https://www.hudexchange.info/environmental-review/orientation-to-environmental-reviews/>

- 15.1 Property Description: The project site, located at 2725 Southern Avenue, is approximately 6.63 acres. The multi-family property has nineteen (19) two-story apartment buildings containing a total of 184 rental apartment units and a single story management office/community center building. Construction of the property was completed in 1950. A map for the site is available as a part of this document.

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- 15.2 Deliverables: Findings including conclusions and recommendations will be presented in both hard-copy and electronic reports conforming to scope of work, in accordance with 24CFR Part 58.
- 15.3. Additional Services: If during the course of the environmental assessment there is a conclusion of a Finding of Significant Impact, then additional services may be requested via a mutually agreed upon task order that is based upon the hourly rate established in the Form of Quote.
- 15.4 General Requirements: All services must be completed and a final product must be received within thirty (30) days from the date of notice to proceed. The contractor will be required to hold his quoted prices for ninety (90) days from the deadline for submitting quotes. Note: The contractor shall be responsible for making any revisions or additions as required, within ten (10) business days of notification by the Housing Authority of the City of Shreveport for a period no less than, ninety (90) days after the submission of the final product.
- 16.0 STATEMENT OF QUALIFICATIONS: Attach a maximum of two pages to the Form of Quote providing the following:
- 16.1 A brief history of your company, including a brief resume of the principal team member who will provide the service.
- 16.2 List of, at least three (3) client references from the last three years. Each client reference should have contracted for comparable services as requested in this QSP. Provide the duration of the contract, a description of the services provided and contact information for each.
- 17.0 RESPONDER'S SUBMISSION: The Housing Authority of the City of Shreveport (AGENCY) will accept the responses by in-person delivery or by mail delivery only! The AGENCY will NOT accept responses verbally or by telephone! All responses must be submitted and time-stamped received in the designated AGENCY office by no later than the submittal deadline stated herein (or within any ensuing addendum). Responses shall be placed unfolded in a sealed package and addressed to:

Housing Authority of the City of Shreveport
Attention: Kia Fields
Wilkinson Terrace Environmental ESA
2500 Line Ave
Shreveport, LA 71104

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FORM OF QUOTE

Each quoter shall submit the quote on this form only, which shall be completed and returned to the Agency as detailed herein.

Item No.	Description	Hourly Rate	Total Hours	= Total Amount Quoted
1	Total cost for the completion of all services indicated in the Scope of Work.	\$		\$

* First, insert the hourly rate and total hours needed to complete the project. Second, multiply the hourly rate by the total hours to arrive at a Total Amount Quoted.

**In the case of any discrepancy between the "Total Amount Quoted" and the calculated sum of the individual quote amounts entered (e.g. the quoter makes a mistake mathematically in calculating the amount to arrive at a Total Amount Quoted), the Agency reserves the right to choose either the new calculated sum or the original Total Amount Quoted submitted, either as may be in the favor of the Agency.

The undersigned quoter hereby quotes the above amount to complete the required work (print clearly and legibly!). Further, by submitting this quote, the undersigned quoter agrees to abide by all terms and conditions listed within any document issued by the Agency pertaining to this issue.

COMPLETED BY:

Signature	Date	Printed Name
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Company Name	Address (Street; City; State; Zip)
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Telephone number	Email address
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TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.