

Terry McKee, IT & Procurement Director

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Request for Written Quotes

APPLIANCE PARTS

Solicitation Number	Q1811		
Due Date	October 11, 2017		
Due Time	2:00 p.m. EST		
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917 Note: Procurement is in a separate building behind the main office building		
Electronic Copies:	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org .		
May responses be emailed to KCDC	✓ Yes ☐ NoPaper copies must also be provided, if the solicitation so indicates.		
Solicitation Meeting	☐ Yes ⊠ No		
Solicitation Meeting is Mandatory	☐ Yes ☒ No		
Solicitation Meeting Date	Not applicable		
Solicitation Meeting Time	Not applicable		
Solicitation Meeting Location	Not applicable		
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org .		

Check KCDC's webpage for addenda and changes before submitting your response



General Information

1. BACKGROUND AND INTENT

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also administers approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas.
- b. KCDC has thousands of refrigerators, stoves, water heaters and some washers, dryers and dishwashers in its units. KCDC performs many maintenance services on its appliances and from time to time needs to purchase repair and/or replacement appliance parts.
- c. KCDC intends these specifications to result in the selection of a capable supplier(s) to provide replacement parts and supplies as needed. KCDC will either pick up needed parts (most common method) or require prompt delivery of ordered parts (rare). Accordingly, it is important that the supplier be conveniently located to the majority of KCDC's locations.
- d. KCDC requests a "discount off percentage" for non-specified items since KCDC may need other items from time to time. The discount can be "0" if necessary. The supplier must indicate to what pricing standard the discount applies. For instance, the discount percentage could apply to shelf price, catalog price, jobber's price, et cetera.
- e. KCDC has identified a number of specific commonly purchased items for the supplier to provide a firm fixed price. These items are in the pricing section of this document.
- f. KCDC utilizes the "catalog" function of its financial software. This enables KCDC employees to quickly and easily place one item orders for items that are on contract. Please note:
 - 1. KCDC issues individual purchase orders for specific orders.
 - 2. KCDC transmits purchase orders via email.

2. **DELIVERY**

- a. Delivery will be to specified locations within Knox County, Tennessee.
- b. Deliveries are accepted (approximately-may depend upon the site) between 7:30 a.m. and 3:30 p.m. each business day.
- c. Deliveries will not incur additional cost to KCDC.
- d. KCDC may or may not ask for delivery. Typically, KCDC picks up items in the store.

3. CHANGES AFTER AWARD

It is possible that after award KCDC will need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept and negotiate these charges.

4. **EVALUATION**

KCDC will arrive at the "lowest and best" solution for the final award. This may not entail simply awarding to the supplier quoting the lowest cost. All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to supplier "responsiveness" and "responsibility." KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information. Supplier's location relative to KCDC locations will be a factor in the evaluation.

5. **GENERAL INSTRUCTIONS**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers."

6. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC's purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The contractor will pay all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- d. KCDC pays by electronic transfer (ACH) only.

7. **LENGTH OF AWARD**

The length of the contract will initially be 12 months along with four optional yearly renewals that KCDC may exercise at its discretion.

8. **MULTIPLE AWARDS**

KCDC reserves the right to award to more than one supplier if that best meets its needs.

9. **PRICE STRUCTURE**

- a. At the end of each twelve-month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. Suppliers may lower prices at any time with or without notice. KCDC will decide whether to accept the price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:
 - 1. Continue with the existing pricing.
 - 2. Suggest an alternative price increase.
 - 3. End the award.
- b. KCDC does not pay fuel surcharges.

10. **REPORTING**

At the end of each quarter, the supplier will provide KCDC with a summary recap of purchases during that quarter. The supplier will email the report to purchasinginfo@kcdc.org. Details will include:

- Item
- Cost
- Discount
- KCDC site purchasing the item

11. QUESTIONS

Direct questions pertaining to this document to purchasinginfo@KCDC.org with "Appliance Parts" in the subject line, at least five days prior to the due date.

12. USE OF SOLICITATION FORMS

Suppliers are to complete the solicitation forms contained in the solicitation package. Failure to complete these forms may result in rejection of your response. Do not alter the solicitation forms without KCDC's approval. Suppliers are asked to use the MS Word version of the pricing pages to eliminate difficulties in reading handwritten text.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

Appliance Parts Q1811

Solicitation Document A

General Response Section

General Information about the Supplier			
Sign Your Name to the Right of the Arrow			
Your signature indicates that you have read and agree			
to "KCDC's General Instructions to Suppliers" on			
www.kcdc.org.			
Printed Name and Title			
Company Name			
Street Address			
City/State/Zip			
Contact Person (Please Print Clearly)			
Telephone Number			
Cell Number			
Supplier's e-mail address (Please Print Clearly)			
Addenda			
Addenda are at www.kcdc.org . Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.			
Acknowledge addenda have been issued by checking below as appropriate:			
None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5 Addendum 5			
Statistical Information			
This business is owned & operated by persons at least 51% of the following ethnic background:			
Asian/Pacific Black			
As defined on KCDC's webpage (see the "General Instructions to Suppliers"), this business qualifies as:			
Section 3 ☐ Small Business ☐ Woman Owned ☐			
Prompt Payment Discount			
A prompt payment discount of% is offered for payment within days of submission of an accurate and proper invoice.			
Mastercard Acceptance			
Mastercard is accepted for payment without additional fees. Yes \square No \square			
Mastercard is accepted for payment with a fee of Yes ☐ No ☐			

Affidavits

Suppliers	s:

Conflict of Interest:

- 1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
- No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
- 3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential supplier s, or parties to sub-agreements.
- 4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility:

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contender to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General:

- 7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
- 8. Such offer is genuine and is not a sham offer.

Iran Divestment Act:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Non-Collusion:

- 10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.
- 11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

Signed by	
Printed Name	
Title	
Subscribed and sworn to before me this date	
By (Notary Public)	
My Commission Expires on	
Notary Stamp	

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

- (a) The bidder certifies that--
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law, and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(I) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.
- [] [Contracting Officer check if following paragraph is applicable]
- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

- (b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
- (1) [] has, [] has not employed or retained any person or company to so licit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or compan employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
- (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.
- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

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- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and
- (3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

- (a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:
- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or.
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

- (a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

eck the block applicable to you)		
Black Americans	[]	Asian Pacific Americans
Hispanic Americans	[]	Asian Indian Americans
Native Americans	[]	Hasidic Jewish Americans
	eck the block applicable to you) Black Americans Hispanic Americans Native Americans	Black Americans [] Hispanic Americans []

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9. Certification of Eligibility Under the Davis-Bacon

Act (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
- (1) Obtain identical certifications from the proposed subcontractors:
 - (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)		
(Typed or Printed Name)		
(Title)		
(Company Name)		
(Company Address)		

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Part I Discount Percentage:

The following percentage discount(s) will be applied to all KCDC purchases other than those itemized in Part II below.

Manufacturer	% Discount	Discount Base
Brown Stove Works	%	
General Electric	%	
Hotpoint	%	
Kenmore	%	
LG	%	
Maytag		
Whirlpool	%	
Discount on additional products/services Description:	%	
Discount on additional products/services Description:	%	
Discount on additional products/services Description:	%	

Appliance Parts Q1811 Pricing Form - Continued

Solicitation Document D

Part II Specific Items:

These prices will be applied to all KCDC purchases for these items during the first twelve months of the award. After that time period, the supplier may request an increase as detailed earlier.

*Indicates probably usage but is not a guarantee that KCDC will purchase this quantity.

Item	Brand/Model	Number Bought in Previous Year*	Unit of Measure	Cost
Bowl Ring Drip Pan 6 inch	Whirlpool FSPW10196406RW	520	Each	\$
Bowl Ring Drip Pan 8 inch	Whirlpool FSPW10196405RW	260	Each	\$
Door Gasket RANGES	Universal	50	Each	\$
Element	CL SP12MA	Small 75	Each	\$
Element	CL SP21MA	Large 125	Each	\$